

No. 14852

Hamburg Street

Grades Crossings

General



14852

Department of Public Improvements
Office of
City Engineer

H. K. McCay,
City Engineer.

Baltimore

June 18th, 1913.

Mr. S. S. Field,

City Solicitor.

Number

Dear Sir:-

I am in receipt of your favor in regard to the Cross Street crossing, and would state that I have two methods to propose in regard to getting into Plum Alley, North of Cross Street.

I would suggest that the Commissioners for Opening Streets be instructed to purchase or condemn the small houses, shown in yellow on the accompanying blue print, for that purpose and that a street be constructed on the North side of the Cross Street Viaduct into Plum Alley from Howard Street, as has been arranged for the Hamburg Street Viaduct.

In the event that this plan would prove too costly, I would suggest the purchase of the two pieces of property shown in red on accompanying blue print, as I am satisfied that these could be purchased for much less money than the houses facing on Cross Street. As there is a small alley North of these two pieces of property, this would give ample access to Plum Alley. Of course damage to the property by reason of building the Cross Street Viaduct would have to be taken into consideration, as to which of these ~~two~~ **Two plans** would be the most reasonable.

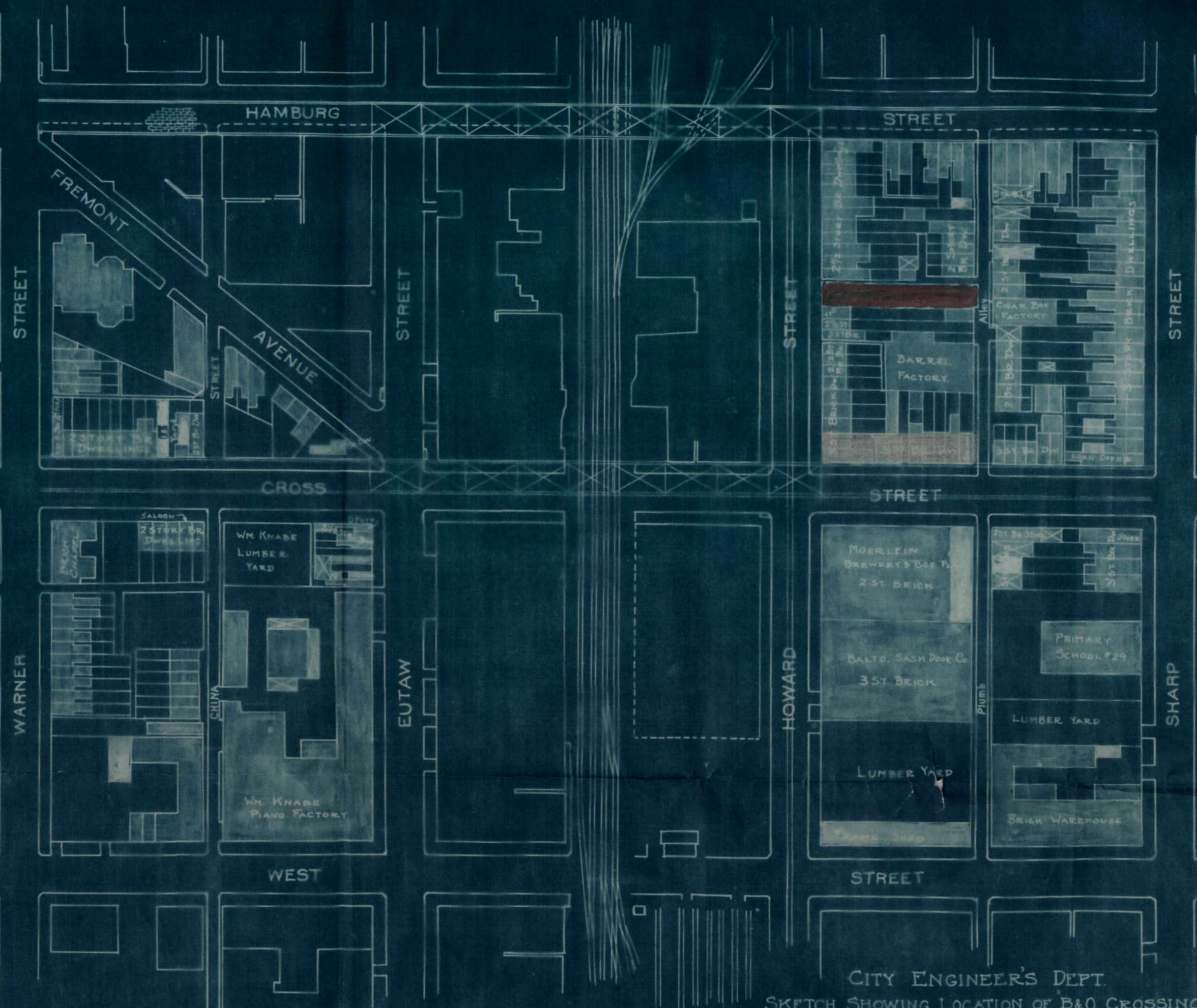
I shall present this matter to the Board of Estimates at their next meeting on Tuesday, unless directed by you to do otherwise, as it might be more economical for the City to handle

this matter quietly and get options on this property than to have their scheme published in the newspapers.

Yours very truly,

H. R. McLoay.

City Engineer.



CITY ENGINEER'S DEPT.
SKETCH SHOWING LOCATION OF B&O. CROSSINGS.
SCALE 1"=100'

14852

June 19, 1913.

Mr. H. K. McCoy,
City Engineer.

Dear Sir:

Replying to yours of the 18th inst., I beg to say that either one of the outlets which you suggest for Plum alley, between Cross and Hamburg streets, would involve the passage of a condemnation ordinance. It would be much simpler, if it is feasible, to carry Plum alley either under the overhead crossing at Cross street or carry it up to grade.

Please remind your stenographer to refer to my file numbers when writing me as to any matter in reply to a letter from me.

Yours very truly,

S.S.F.
K.H.D.

City Solicitor.

S. S. FIELD,
CITY SOLICITOR
ALEXANDER PRESTON,
DEPUTY CITY SOLICITOR

Department of Law,

Henry W. Weeks, Clerk
Court House
Baltimore, Md.

FRANK DRISCOLL,
ROBERT F. LEACH, JR.,
BENJAMIN H. MCKINDLESS,
ASSISTANT CITY SOLICITORS

March 30, 1914.

IN REPLY REFER TO FILE NO. _____

Hon. S. S. Field,
City Solicitor.

Dear Sir:-

Preliminary to temporarily leaving the Office, I have endeavored to so arrange as to leave few old matters open. However, the following matters will need attention during my absence:

Case No. 24 in the Court of Appeals, April Term Docket, entitled, Laura Patterson and Sidney T. Dyer vs. Mayor and City Council of Baltimore. I suggest that Mr. Colgan is somewhat familiar with the record in this case and the points involved therein.

In addition to a number of Baltimore and Ohio Grade Crossing cases which were tried under the arrangement mentioned to you some time ago, viz: an agreement as to the amount of the verdict - six cases have been tried under contest, which cases are in the following position:

Elisabeth Kahl, involving damages to property 214 W. Hamburg street. Verdict March 19, 1914. Judgment entered March 28, 1914. This case is to be taken to the Court of Appeals.

Bartholomew Kane and wife, involving damages to property 1014 S. Eutaw street. Verdict March 24, 1914. Judgment entered March 28, 1914. This case is to be taken to the Court of Appeals.

Of the two cases just mentioned Bills of Exceptions should be prepared and signed within thirty days from the date of the verdict and appeals entered within the time limited by law. I suggest that it would not be well to count on an extension of time for signing Bills of Exceptions, as I presented an Order to day to his Honor Judge Soper extending the time, so that all three cases would run from this date, but he refused to extend the time and was rather insistent that the Bills of Exceptions be framed this week so as to have the cases heard by the Court of Appeals in the April Term. Notwithstanding Judge Soper's insistence, I am of the opinion that it would be ill-advised to attempt to get the Bills of Exceptions up in so short a time, viz: have them in the Court of Appeals by next Saturday. I am mentioning this to show the attitude of the Court in these cases, and that probably it would not be well to count on any extension of the time for signing Bills of Exceptions. I presume that Mr. Brent of the Baltimore and Ohio Railroad Company will actually prepare the Bills of Exceptions in the above two cases and whoever handles this matter for the City should get in touch with Mr. Brent within the next few days.

Daniel Trimper, involving damages to property at the southwest corner of Hamburg street and China alley. Verdict, March 25, 1914. Judgment was entered in this case on March 28, 1914. There is no occasion for taking this case to the Court of Appeals.

The remaining three Baltimore and Ohio Grade Crossing cases which have been tried as above mentioned are,

Henry Becker, involving damages to properties Nos. 209 and 211 W. Hamburg street.

Elizabeth Kahl, involving damages to property No. 207 W. Hamburg street, and

Margaret I. Cook, involving damages to property No. 1001 S. Howard street.

There are motions for new trials in each of the last three cases and an order in each case extending the time for signing Bills of Exceptions "for a period of thirty days from the date of final action on the motion for a new trial." It is understood that in these three cases the Court is to withhold its decision on the motion for a new trial until after the decision of the Court of Appeals in the two cases which were to be appealed, so that in all probability these cases remain in statu quo until the decision of the Court of Appeals in the Kane and Kahl cases above mentioned.

Palgan
Suit has been instituted by the Baltimore Ferro Concrete Company against the Mayor and City Council of Baltimore to recover the sum of \$33000.00. The affidavit states the amount to be \$16006.49. This suit is brought under the Speedy Judgment Act to the April Return Day, so that pleas must be promptly filed, otherwise judgment by default may go against the City.

Last Saturday demurrer was argued to the declaration of the Holiday Real Estate Company, which is held sub curia by his Honor Judge Soper.

When the Court rules upon this demurrer it will be necessary for the City to take some action to protect its interest.

Hon. S.S.F. No. 4.

Demurrers to declarations have been set for argument in the Baltimore City Court on April 4th in the following cases:

Mary Twist and others, and Priscilla W. Barger and others.

I am enclosing herewith copy of letter to Judge Soper, copy of Doctor's Certificate with the original, and the reply of Judge Soper thereto, which sets forth the arrangement made in reference to the City cases.

I am handing a copy of this letter to Mr. Weeks.

Respectfully yours, .

Raymond H. Hurdless
Assistant City Solicitor.

B.H.McK.
M.I.P. (Enclosures.)

March 30, 1914.

Hon. Morris A. Soper,
Court House,

Dear Judge:-

I beg to advise that by reason of a diseased condition of my left eye my physicians have advised me to take a complete rest for a short period. I am enclosing herewith a letter from Dr. Harry Friedenwald, who is attending me, which explains itself.

I represent the City in a number of cases which have been in the Preliminary Call and marked for trial. It will be impossible for me to try these cases during the present Term and I trust that Your Honor will permit the same to go over until the May Term, at which time I feel confident that I will either be able to personally try them, or the City will have someone else to try the same.

I also have several cases in which the City is not involved.

I trust that the same disposition will be made as with the City cases.

I understand from Mr. Stevens that the City cases are 43, 48, 54, 66, 86, 112, 131, 213, 259, 342, 580, 581, 616, 617, 621, 646 and 647.

At present ^{the} only personal case that has been in the Preliminary Call is No. 268.

Thanking you for the favor, I beg to be,

Yours respectfully,

Assistant City Solicitor.

B.H. McK.
M.I.P.

C O P Y.

Dr. Harry Friedenwald,
1029 Madison Avenue,
Baltimore, Md.

March 29, 1914.

To Whom It May Concern:

This certifies that Mr. B. H.
McKindless is suffering from severe uveitis of the left
eye and should be relieved from his duties for the present.

Very truly yours,

H. Friedenwald, M. D.

Supreme Bench
of
Baltimore City.

March 30th, 1914.

Benjamin H. McKindless, Esq.,

Assistant City Solicitor,

Court House, City.

My dear Mr. McKindless:-

I am in receipt of your letter and of the doctor's certificate, and have directed Mr. Stevens to postpone the City cases in this court and also your personal cases until the next term. I should probably have the City cases advanced to the early part of the May term so that the parties in these cases may suffer as little delay as possible. I trust that in the mean while you will entirely recover.

You will recall our understanding that the B. & O. grade crossing cases were to be appealed to the April term of the Court of Appeals, and that they were specially assigned for trial in this court at a time which would enable counsel to get them before the Court of Appeals at the April term. The B. & O. has already filed appeal bonds. I have written Mr. Brent also.

Very truly yours,

Minis & Johnson

CLERK'S OFFICE
BALTIMORE CITY COURT

ROOMS 124, 126 AND 128 COURT HOUSE

FIRST FLOOR, ENTRANCE ST. PAUL ST.

BALTIMORE, MD., _____ 191__

City's Cases.
Passed for Days.

43.

48.

54.

66.

86.

112.

131.

213.

259.

268.

342.

~~343.~~

580.

581.

616.

617.

621.

646

647

14552

CITY OF BALTIMORE
MARYLAND

EUGENE E. GRANNAN,
JOHN L. SANFORD,
HARRY A. REMLEY,
COMMISSIONERS

EUGENE F. RODGERS,
SECRETARY



Commissioners for Opening Streets
THE ANNEX IMPROVEMENT COMMISSION

November 21, 1913.

Hon. S. S. Field,
City Solicitor,
Baltimore.

Dear Sir:

For your information, we are sending you herewith a copy of a letter received from Calvin W. Hendrick, Chief Engineer of the Sewerage Commission, relative to the reservation of certain beds of streets that are proposed to be closed under the B. & O. Grade Crossing Ordinance.

We would like to be instructed what action, if any, we shall take in connection therewith.

By order of the Board:

Very truly yours,

Eugene E. Grannan

President.

Frank P. Kavanaugh
Acting Secretary.

Office of the
Commissioners for Opening Streets

THE ANNEX IMPROVEMENT COMMISSION

City Hall

Baltimore, November 17th, 1913.

C O P Y .

Mr. E. E. Grannan, President,
Commissioners for Opening Streets.

Dear Sir:

I beg to acknowledge receipt of your letter dated November 17th, giving a list of streets in south Baltimore which have already been closed by your Commission; also, a list of streets which are now in course of closing.

I am having this list carefully studied with a view to ascertaining what, if any, effect the closing of these streets will have on our sewer layout. I note, however, that Cross Street, from Howard to Eutaw Streets, is to be closed and wish to call your attention to the fact that the City should reserve the right to lay sanitary or storm-water sewers in Cross Street. It will be necessary to build a sanitary sewer in Cross Street, from Sharp Street west, as it is not practicable to use any other street as an outlet into the Interceptor for the district east of the Baltimore and Ohio R. R. yard.

With reference to the closing of Ostend Street, between China Street and Howard Street, there are now certain buildings facing Ostend Street, between China and Eutaw Streets, and on Eutaw Street, just north of Ostend Street, for which, under ordinary circumstances, sewer connections would be required. Can

COMMISSIONERS FOR OPENING STREETS
THE ANNEX IMPROVEMENT COMMISSION

-2-

you tell me whether the Baltimore and Ohio R. R. Company has acquired these properties, with a view to using this area, including the bed of Ostend Street east of China Street, for railroad purposes? If so, it will, of course, be unnecessary to build a sewer to serve these properties.

Yours truly,

(Signed) Calvin W. Hendrick,
Chief Engineer.

(RFW)

14852

November 22, 1913.

Mr. Eugene E. Grannan, President,
Commissioners for Opening Streets.

Dear Sir:

Yours of the 21st inst., enclosing copy of a letter from the Chief Engineer of the Sewerage Commission, under date of November 17th, received.

Mr. Hendrick can get from the B. & O. - and probably from the City Engineer - the details of the plans of the B. & O. and the purposes for which the closed streets are to be used, and he could then advise you or me just what reservations he desires made.

Yours very truly,

S.S.F.
K.H.D.

City Solicitor.

File away 14852

Baltimore, December 2nd, 1913.

Hon. E. E. Grannan, President,
Commissioners for Opening Streets.

Gentlemen:

Replying to your letter dated November 28th, with reference to the proposed closing of Cross Street, between Howard & Eutaw Streets, and Ostend Street, between Howard & China Streets, I beg to say that I have written to the Baltimore & Ohio R. R. Company, as you suggest, for information as to their plans in the vicinity of Eutaw & Ostend Streets.

I would suggest, however, that, pending a decision as to what sewers can be omitted, the City reserve the right to build sewers in Cross Street, between Howard & Eutaw Streets, in Ostend Street, between Howard & China Streets, and in Eutaw Street, if this is to be closed, north of Ostend Street.

Yours truly,

Chief Engineer.

(RPW)
Copy Hon. S. S. Field,
City Solicitor.

THE BALTIMORE AND OHIO RAILROAD COMPANY.

LAW DEPARTMENT.

H. R. PRESTON,
GENERAL SOLICITOR.

BALTIMORE, MARYLAND.

May 29, 1914.

SUBJECT: Grade Crossing Elimination Ordinance.

S. S. Field, Esq.,
City Solicitor,
Court House, City.

Dear Sir:-

Upon further consideration of the suggestion you made at our last meeting that the City and the B. & O. might agree upon a half and half division of the property damages growing out of the Grade Crossing Elimination Ordinance, we do not feel that we could accept such a proposition. To us the meaning of the ordinance seems very clear, and we cannot advise the Company, after having assumed the large expenditure in the construction of the bridges, that it should assume, in addition thereto, obligations which we cannot believe were intended to be put upon it, or were put upon it, by the ordinance.

Yours truly,

H R Preston
General Solicitor.

14852

Otto Bregenzler

STEAM CIGAR BOX
MANUFACTURER

AND DEALER IN
FANCY LABELS & CIGAR RIBBONS
FANCY GOLD AND SILVER LIDS A SPECIALTY.

1001 & 1003 CHINA ST.,
near Hamburg



Baltimore, Md.

14852

June 9, 1913.

Mr. H. K. McCay,
City Engineer.

Dear Sir:

Mr. Otto Bregenzer called to see me today, and said that he has some houses on the north side of Cross street and that the bridge over Cross street is to be on the north side.

He also said that there are some properties facing on Plum alley, between Cross street and Hamburg street, and that by putting the bridge at Cross street on the north side, - the one at Hamburg street being on the south side, you would completely close up Plum alley.

Please let me know what provision you have made to take care of Plum alley if you are going to put the Cross street bridge on the north side of the street. Would it be possible to carry Plum alley under the bridge or to bring it up to the grade of the bridge? It would be better to carry it under, if possible, because if it were carried under the Cross street bridge then Plum alley would run right on down to Ostend (formerly Stockholm) street. I am afraid the Courts will not sustain us in closing up Plum alley at both ends. My recollection is that it is closed at Hamburg street, and now if we put the overhead crossing on the north side of Cross street we will close that block of Plum alley completely. Please let me know if you have made any plans to take care of this situation, and oblige

Yours very truly,

S.S.F.
K.H.D.

City Solicitor.

THE BALTIMORE AND OHIO RAILROAD COMPANY.

LAW DEPARTMENT.

BALTIMORE, MARYLAND.

October 1, 1912.

H. R. PRESTON,
GENERAL SOLICITOR.

SUBJECT:

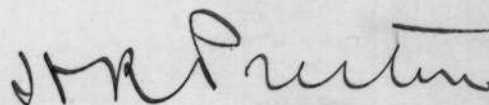
14852

S. S. Field, Esq.,
City Solicitor,
Court House, City.

Dear Sir:-

I enclose letter from Mrs. Hesse, who owns house 204 West Hamburg Street. Her case seems a particularly hard one if her statements are correct, and I would present for your consideration the question of whether the City could not relieve her of the payment of taxes until the question of liability for injury to her property is settled.

Yours truly,



General Solicitor.

October 3, 1912.

14852

H. R. Preston, Esq.,
General Solicitor, Law Department,
Baltimore & Ohio Railroad Company,
B. & O. Building, City.

Dear Sir:

I beg to acknowledge receipt of yours of the 1st inst., enclosing letter of September 9th from Mrs. Hesse, 228 West Hamburg street.

I think the proper thing to do would be for you to send the B. & O. real estate man and see if you can buy that house at a reasonable figure; she seems to want to sell the house, and asks - "Now would one of the kind officers help me to sell that house?" At any rate I wish you would send your property agent - as the letter gives you the invitation to do so - and see for what the house could be bought. It might be advantageous to buy this house, and if the B. & O. does not want it, perhaps we could make an agreement that the purchase of this house should be considered part of the damage caused by the erection of the structure, to fall eventually on either the B. & O. or the city, as it may be determined which is liable. This letter is not intended as an agreement to that effect, but only to express a willingness to take up that matter with the B. & O. The first thing is for your property agent to ascertain what Mrs. Hesse will take for her house, and I would then be glad to confer with him.

Yours very truly,

*Return herewith
Mrs. Hesse's letter*

S. S. F.
K. H. D.

City Solicitor.

Block 926

14852

S.S. of HAMBURG St. between EUTAW and WARNER Sts.

35⁰⁸
18
—
14

14852
November 22, 1912.

Lewis Reitz, Esq.,
"The Cecil",
Baltimore, Md.,

Dear Sir:-

Your letter of 21st inst. received and in reply thereto I beg to state, that one of the Hamburg street crossing cases will be tried this term of Court. When this case is finally adjudicated, it will, in all probability, determine the rights and liabilities of other cases of a similar class.

The City is anxious for the property owners to be compensated and I presume this case will be so tried as to finally establish who must pay the damage. If this result is reached, then, I presume, there will be no difficulty for all other property owners in the same class.

Trusting this will give you all desired information, I beg to be,

Yours respectfully,

Assistant City Solicitor.

B.H. McK.
M.I.P.

LEWIS REITZ

1110 W. PATTERSON STREET

BALTIMORE, MD.

The Beech

Nov 21, 1912

Friend Ben

I have been wanting to ask a slight favor or information in reference to the standing of the suits of the Hamburg, Lee & Stockton Streets Crossing now in court, and if there is even any chance for the the poor people who own their little property getting paid for the damage done them over three years ago, you being connected with the law department of the City. I suppose there must be a record in that office and if you will kindly inform me would be ever so thankful.

I have been confined to the House now going on three weeks with a bad case of Grippe and the doctor will not listen to my going out to soon or I would have called for you before this, Hope you and yours are well and healthy
I am sincerely yours
Lewis Reitz

Examinations
N.Y.

ARGUMENT by Mr. McKINDIESS.

14852

Dangerous Grade Crossings.

1 and 2 Recitals of Ordinance.

Grade Crossing Commission.

Ordinance 220. 1905.

Ordinance introduced. No. 387. 1909.

Board of Public Improvements. Recommended.

Fendall.

Engineering proposition.

All things considered.

centre of street - narrow bridge.

37' bridge determined - whole road way.

centre, no communication with Howard street, &c.

centre, property could not get on street.

side can, &c.

damage greater in centre than on side.

Discretion of City Council. (admitted public street).

4 Dillon, 1626.

Also 1645.

Alberger's case, 64 Md., 6.

Council determined what portion of grade of Hamburg street
should be changed.

Ordinance 387, sec. 3 $\frac{1}{2}$. 1 par.

Determined what grade should be.

Ordinance 387, sec. 3 $\frac{1}{2}$. 2 par.

By other sections, &c., determined remaining portion of grade.

Grade should be by structure such as is erected.

Ordinance 387.

Object of this. Performance of Duty to Public.

Transportation Co. vs. Chicago, 99 U. S. 640.

Tyson vs. Balto. Co. 28 Md. 527. (4 Exe.)

Is a bridge a street. Yes.

N. C. Rwy. vs. U. Rwys., 105 Md. 358, 359, 360 $\frac{1}{2}$

Talbot vs. N.Y. & H. R.R.Co., 151 N. Y. 161

Brief 7.

Change of grade, may be as to part of street.

May be built solidly or by trestle.

Sauer vs. N. Y., 206 U. S. 544 (top) and 545.

Brief 8.

Injury resulting from public improvements is damnum absque injuria.

Cumberland vs. Willison, 50 Md. ^{B.}147, 148.

Gregg vs. Baltimore, 56 Md. 273, 274.

Ordinance 387, sec. 18.

Act 1910, Ch. 621, p. 621.

Also cases, Brief 9.

Plaintiff cannot recover unless property "taken." ~~see various prop~~

What are the rights of abutter in street.

No right to have grade maintained at any particular elevation.

O'Brien v. B. Belt Rwy. 74 Md. 373.

Brief 6.

Abutter's only interest in nature of a right is easement of Light,
Air,
Access.

In considering this, we must first determine the relation of the
person against whom it is to be enforced.

(1), As against private individual or corporation.

Illustration - Townsend Grace vs. Epstein, 93 Md. 552.

See next.

(2), As against municipal corporation, this right exists, subject
to right to change grade, &c.

Townsend Grace & Co. vs. Epstein, 93 Md. 552.

Sauer vs. New York, 206 U. S. 553-4.

4 Dillon sec. 1678.

3 Dillon sec. 1159.

To successfully assert, abutter has unrestricted easement would
deny to City to change grade.

Damage against City is consequential.

4 Dillon, 1680.

Taking, 4 Dillon, Note 1, p. 2930, sec. 1683.

The immunity is only for benefit of City.

Does not include private corporation.

Baltimore vs. Reany, 42 Md. 132.

O'Brien vs. Balto. Belt, 74 Md. 373, 374, 375.

Sauer vs. New York, 206 U. S. (above)

Brief 19 and 20.

B. & O. not agent of City.

Object of change of grade - public travel.

Made necessary by reason of danger.

Benefit of B. & O.

It was this or some other suitable plan.

Ord. 387, sec. 3, par. 3, p. 97, cost bridge

" 387, " 3, " 4, p. 101, " approaches.

Recovery in Maryland - only under statute.

No statute applicable at present time.

Statutory remedy - is exclusive remedy.

4 Dillon, sec. 1681.

4 Dillon, Note 1, sec. 1683, p. 2938.

3 Dillon, sec. 1152.

Removal of Bow Window.

No evidence that Mr. Alexander acted for City, or under instructions from City, &c.

Even if he were,

No liability.

Brief 23.

Pleading General Issue.

Stockdale, 95 Md. 208, 209.

Admitted public street.

Couldn't be public street if had permanent
right to Bow Window.

The construction of a viaduct the whole width of the street is not
an additional servitude.

De Lucca vs. Little Rock, 142 Fed. Rep. 603.

Viaduct crossing railroad to carry street is not a "taking"
of private property.

De Lucca vs. Little Rock, 142 Fed. Rep. 605.

Bridge over railroad track used by public is a public street,
and abutters have no cause of action. The bridge was a
change of grade.

Talbott vs. New York & H. R. R. Co. 151 N. Y. 161.

Court takes judicial notice of Ch. 621, p. 621, Acts General
Assembly of Maryland.

This incorporates,

Ordinance 387 of 1909.

C. & P. Tel. Co. vs. Baltimore City, 89 Md. 714.

City Code, sec. 85.

Board of Public Improvements,
for opinion as to advisability
shall send to Board of Estimates.

Sec. 86, - City Engineer shall have control
and supervision of streets, &c., both
as to their construction, paving and curbing.

NOTES of Mr. Field.

1. The elevation forming the approach to the Hamburg Street bridge is declared by the ordinance to be and is in legal effect merely a change of the grade of Hamburg street.

4 Dillon, sec. 1678.
3 Dillon, sec. 1159.
Refer to Epstein case, 93 Md.

2. This true where only part of the street elevated for the approach.

Home Bldg. Co. vs. Roanoke, 91 Va. 59, 65-66.

3. Hence no liability on city in absence of negligence or trespass.

Distinguish De Lauder case, 94 Md. 8 and 10.

4. No evidence of trespass, for the cornice and bow window overhung the street, and city had right to remove. As to using wall in the construction, if that was trespass, the B. & O. alone was guilty of that.

5. No negligence in location, because location was a legislative act, and there can be no negligence by act or ordinance.

4 Dillon, sec. 1626.
Balto. v. Clunet, 23 Md. 468.

6. Not liable under Act 1910 in this action, because remedy given by Act is exclusive.

Compare ordinance sec. 18, p. 126, Act 1910, Ch. 621, page 621, and comment on ordinance p. 101.

7. The B. & O. is liable because the B. & O. actually did the work, not as agent for the city, but at its own sole expense, and as a part of a great scheme of railroad improvements; the very

doing of the work necessarily injured the plaintiff's property, and the ordinance contains the provision relieving the B. & O. of liability for the injury it might cause to private property, but is merely a legislative permission to do the work without which the B. & O. could not have done it at all.

The fact that it was required to be built under the supervision of the city engineer does not make the B. & O. the city's agent in building it, because the elevated railroad on North street and every track or other structure which either the United Railways or the B. & O. puts in upon any street must be done under the supervision of the city engineer. The ordinance merely gives the B. & O. authority to build this bridge and approach upon a better street. If it had built such a structure on its own land by the side of plaintiff's property, it would have been liable. Legislative permission to build it on the street does not relieve the B. & O. of that liability.

O'Brien v. Balto. Belt R. R., 74 Md. 374-5
Home Bldg. Co. v. Roanoke, 91 Va. 61.
B. & F. R. R. v. Reangy, 42 Md. 117.
Read 128-9; 131, 132-3.
Compare Act 1910/631.
Bagby's Code, Art. 23, secs. 272, 273 and 278.

Distinguish

Home Bldg. Co. v. Roanoke, 91 Va. 52.
Provision Co. v. Chicago, 111 Ill. 656.

See Elevated R. R. North St. Ordinance No. 23 of April 8, 1891, sections 6 and 9.

If the elevation is made solely for the public convenience, R. R. is not liable; if made entirely for the R. R. it is liable; is it not also liable for its own acts, even though only partly for its benefit, and in part for public convenience?

105 Md. 358.

No negligence of Legislative act.

4 Dillon, 1626.

Approach to bridge comes under grade rule.

4 Dillon, sec. 1678.

N. C. Ry. v. United Rys., 105 Md. 358.

Act 1910.

4 Dillon, 1681.

In reference to 42 Md.

Read Ordinance page 126, sec. 18.

Act 1910.

94 Md. 8 and 10.

Green case, 78 Md. 304.

When remedy given by Legislature, the act may regulate the
remedy.

(5th Ed) 4 Dillon on Mun. Corp., secs. 1636, 1637.

4 Dillon, sec. 1631.

No liable negligence can be predicated of a legislative
action.

4 Dillon, sec. 1626 and note p. 2839.

Ibid 1645.

Elevated viaducts or Bridge approaches come within the
principle of change of grade.

4 Dillon, sec. 1678.

3 Dillon, sec. 1159.

As to regrading,

4 Dillon, sec. 1676.

That this is a change of grade.

City not liable.

Authorities cited.

De Lauder case, 94 Md.

Ward says special pleas demurred to and sustained.

Taking down bow window and cornice.

Need not prove invasion if balance good.

Provided what you omit to prove fixes the character of
the injury.

2 Bagby's Code 25/273.

Epstein says abutting owner easement is property right in street.

206 U. S. 553-4.

Must not so construct as to inevitably cause damage to another.

Lake Roland v. Webster, 81 Md. 535.

N. Y. & N. E. R. R. Co. vs. Bristol, 151 U. S. 556-571
(12 notes p. 566.

Woodruff vs. Catlin, 54 Conn. 277-299.

City may require the construction by a R. R. Co., at its expense,
of a viaduct or bridge over railroad tracks within the City.

Argentine vs. A. T. & S. F. R. R. Co. 55 Kans. 730-736.

It is not a taking of its property to compel a railroad company
to pay half the cost of building a bridge to protect the public.

N.Y. & N. E. R. R. Co. vs. Waterbury, 60 Conn. 1,9.

Chicago &c. R. R. Co. vs. Nebraska, 170 U. S. 57, 65, 77.

vs. N. Y. &c. R. R. 161 Mass. 259-269.
161 U. S. 696.

I. C. R. R. Co. vs. Bloomington, 76 Ill. 447-452.

N. C. R. R. Co. vs. Baltimore, 46 Md. 445-425.

The act has a single end in view-to separate the grade of the
railroads from that of the highway, at intersection. To accomplish this the
Commission is empowered to require, and has required, the railroads and the
City, severally and independently, to become the owners of the right to use
such separate pieces of land as may be necessary for new railway and new high-
ways and bridges. 54 Conn. 298.

The proceedings must end in requiring each to pay the owner for the
right taken for itself.

Ibid. 296.

Cost divided between railroad and City.

Ibid. 277.

The tracks of two railroads crossing a city at grade and the safety
of the public requiring a change, the General Assembly passed an Act appoint-
ing Commissioners with power to adopt some plan for bridging either the street
or the tracks and altering the location of either so far as necessary----and
to apportion the expense among the corporations interested. Ibid.

We do not mean to be understood as deciding that it is the duty

of a railroad company to construct and keep in repair all highways laid on or across its right of way. It must construct suitable crossings in that part of the highway within the right of way, made necessary by the building of the railroad and keep the same in repair. If the railroad track is laid above the natural surface of the ground where the highway crosses it, crossings would include suitable approaches. If the track is below the natural surface of the ground, the crossing would include whatever is necessary to make a reasonably safe way for persons travelling the highway to cross the railroad.

It cannot be said that the public good requires that the burden should be upon the railroad company to construct the remainder of the bridging under the right of way. No serious consequences would likely result from requiring public authorities to construct the highway after the crossings and approaches are put in.

We think it is the duty of the public authorities to construct and keep in repair all the highway within the right of way which they would have been required to build had the railroad not been constructed.

State vs. C. B. & Q. R. R., 29 Neb. 419.

People vs. L. S. R. R. 52 Mich. 277.

Houston vs. Dallas, 70 L. R. A. 850, etc.

Elliott on Railroads-

Secs. 367
668-n
671
671-a
975
1102 et .
26 L. R. A. 92.
161 Mass. 259-269.
46 Md. 425.
52 Mich. 277.
79 Me. 386.

65 N. E. 508.

140 Ill. 309.

113 Mass. 100.

148 Mass. 474.

81 Mich. 248.

189 Mass. 116.

68 Atlantic 413.

27 R. I. 569.

122 189 App. Dr. 59.

DeLander .74

Guest vs unincorporated ?" Md

Reaney v 47 Md

Merryman's Case 86 Md.

Webb 114 Md.

Comment did not like Trust

Has a property right -

No right to / no no leasing,

6 wheat. 593

Reddick 34X474

may compel Railroad Company to elevate its tracks
or erect bridge etc.

→ *Wagon* vs *C + W I R.R. Co.* 227 Ill. 421.

→ *People* vs *A.T. + S.F. Ry Co.* 217 Ill. 594

→ *City of Argentine* vs *A.T. + S.F. Ry Co.* 55 Kan 730

Note 26 L.R.A. 92.

The right of property holders for damages from
change of grade is purely statutory - Statutory
remedy is exclusive.

Kelly vs *Municipal* 26 L.R.A. 96 (2 Col)

If could not maintain suit against City it
could not against Ry Co.

Kelly vs *Municipal* 26 L.R.A. 96 (2 Col)

Abutting owner not entitled to recover against
railroad company

Conklin vs *N.Y. & W.P.R.* 102 N.Y. 107
101 N.Y. 98

Des. 48 Minn. 445

- 33 Kan 176
- ✓ 55 Kan 730
- 37 Me. 451
- ✓ 197 Ill. 270
- ✓ 217 Ill. 594.
- ✓ 227 Ill. 471, 475

Note 26 I.R.A. 92

- ✓ 121 Pa. 44
- ? > 5 Ohio C. Ct. Rep. 330
- 48 Minn 445
- ✓ 107 N.Y. 113

This case
 holds
 R.N.C.
 on theory
 that it was
 its duty
 to make
 grade cross
 under stable

Note 3 Dillon Sec. 1270
 cases cited

Especially

Gardner v. Boston R. Co. 9 Cush. 1

The Baltimore and Ohio Railroad Company is liable
for the damage resulting from the construction of the
Hamburg Street Bridge and the approaches thereto.

While it is true that Baltimore City and its inhabitants receive a benefit by the raising of the grade of Hamburg street so as to carry the said street over the tracks of the Baltimore and Ohio Railroad Company, in order that they might cross said tracks in safety, we must not overlook the fact that they could likewise have traversed Hamburg street in safety at the former grade were it not for the Baltimore and Ohio Railroad tracks and the active operation of trains thereupon.

An examination of the Ordinance will disclose that the material benefit to be derived from the change of the grade and the construction of the street, so as to carry it over the tracks of the Railroad Company in the manner adopted, was solely for the benefit and advantage of the Railroad Company; the Ordinance being No. 387, approved August 16, 1909, and the title thereof, in part, being,

"An Ordinance giving the consent of the Mayor and City Council of Baltimore City to the construction by the Baltimore and Ohio Railroad Company of certain lines of railroad in the City of Baltimore and to provide for the elimination of crossing at grade over the tracks of the Baltimore and Ohio Railroad Company, between Camden street and Ostend street, and for the construction and maintenance of bridges and approaches carrying Lee street, Hamburg street, Stockholm street and Cross street over the tracks of said Company * * * and for the avoidance of grade crossings in the construction of its express line by said Company, etc. * * * and in the construction of its freight line , etc. * * * and the several connections between said lines * * * and for ^{the} carrying ^{of} said express line over said Annapolis Road and the carrying of said Annapolis Road over said freight

line * * * and to provide for the avoidance of grade crossings in the construction by the Baltimore and Ohio Railroad Company of its freight line from a point on its Locust Point Branch * * * and carrying certain streets over said Branch of said Railroad * * * and for the closing of certain streets,"etc." *****

The recitals in said Ordinance clearly show that the object of permitting the Railroad Company to carry Hamburg street over its tracks and constructing approaches thereto was for the purpose of abolishing the dangers to persons travelling said streets by reason of the existence of the railroad tracks and the operation of trains thereon, and that, as a part of this whole scheme of improvement, the Railroad Company was to be given the additional privilege of making certain improvements to and ^{the} erection of its lines of railroad in and near to the City of Baltimore, consisting of the express line of four tracks for passenger traffic, and consisting also of several connecting tracks between the said line and its lines now (date of Ordinance) constructed and to be constructed.

By Section 1 the Mayor and City Council of Baltimore gives its consent to the construction of said lines of railroad.

Section 2 clearly expresses the purpose of carrying Hamburg street and certain other streets over the tracks of said Railroad Company ~~by~~ ^{was to eliminate} the elimination of all crossings at grade over said tracks, which the Preamble declares to be imperative, because said grade crossings are dangerous.

Section 3 provides that the Railroad Company shall construct a steel girder bridge to carry Hamburg street and certain other streets over said railroad tracks and the approaches thereto, which the preamble declares to be a reasonable and proper plan for abolishing said dangerous grade crossings; and as a further benefit to said Railroad Company said Ordinance provides that "upon the completion of said bridge

all other streets crossing the railroad track at grade shall be closed."

Section 3¹/₂^{provides} for the legal change of the grade of the streets to be carried over the Baltimore and Ohio Railroad Company tracks.

Section 5 provides that, for the purpose of avoiding all grade crossings by the Baltimore and Ohio Railroad Company in the construction of its express line, ^{and} of its freight line, as described in said section, and the several connections between said lines, the City obligated itself to condemn and close, at the expense of the railroad company, certain streets and open certain other streets; and certain other provisions which were intended to enable the railroad company to bring its express lines and freight lines in and through the City free of the dangers, inconvenience and expense incident to crossing streets at grade in a populous city.

Section 6 makes such provisions that the railroad company may ^{so} construct its Locust Point Branch as to avoid the dangers, inconvenience and expense of crossings at grade.

Section 7 directs the Commissioners for Opening Streets to close a great number of City streets which do or would otherwise cross the railroad tracks at grade; for such streets so to be closed no provision is made for carrying the same over the tracks of the railroad company.

Section 9 gives to the railroad company the privilege of laying certain other additional tracks for which, by Section 12, the nominal sum of fifteen dollars a year is to be paid.

Other sections of said ordinance make certain provisions for supervision by the city, fines, &c.

The City undoubtedly had the right to compel the Baltimore and Ohio Railroad Company to so construct its railroad and so operate its railroad system as to avoid numerous dangerous crossings at grade and this so as

not to destroy or seriously impair the usefulness of its streets, whether that be by depressing the tracks under the streets or carrying the tracks over the streets, and that, without ^{loss} ~~liability~~ to adjoining property owners for the damage which might be occasioned by either depression or elevation of said tracks.

The mere fact that the plan adopted, ^{provides for carrying} ~~was to carry~~ the street over the tracks does not change the relative rights and duties of either the City or the Baltimore and Ohio Railroad Company, or the rights of the property owners against said company. If the City had required a depression or raising of the tracks, the railroad company would not be the agent of the City in the execution of the work and the mere fact that the City sanctions the removal of a dangerous grade crossing by carrying ^{the street} ~~it~~ over the tracks instead of the tracks over ~~it~~ or under the streets cannot in any sense place the railroad company in the attitude of being the employe or agent of the City and immune for its acts, and particularly is this true when it clearly appears from the ordinance that by this method of construction additional railroad facilities, express and freight lines, and connecting lines are secured to the railroad company. The railroad company not only secures by this Ordinance the approval of the City of plans for the elimination of dangerous crossings at Hamburg street and certain other streets which are to be carried over the railroad tracks, but also secures the advantage of the closing of numerous other streets, which otherwise would cross said tracks, and secures the privilege of laying additional tracks, express and freight lines, all of which may be operated at the level now existing, free from all grade crossings, so that trains may be operated ~~entirely over their private right of way~~ at such rate of speed as may be desired or found to be practicable by the railroad company.

14852

North Side Hamburg Street, Between
Warner and Butaw Streets,
Assessed in 1897.

402	W. Hamburg St.	Lot 12 x 30	200	
		Imp. -	350	550
404	"	Lot 13'8" x 66	342	
		Imp. -	650	992
406	"	Lot 13'8" x 66	342	
		Imp. -	650	992
408	"	Lot 13'8" x 66	342	
		Imp. -	650	992
410	"	Lot 13'8" x 66	342	
		Imp. -	650	992
412	"	Lot 13'8" x 66	342	
		Imp. -	650	992
414	"	Lot 13'8" x 66	394	
		Imp. -	750	1144
948	S. Butaw St.	Lot 17 x 58	495	
		Imp. -	1200	1695
416	W. Hamburg St.	Lot 13 x 63	379	
		Imp. -	900	1279
418	"	Lot 13'6" x 63	338	
		Imp. -	650	988
420	"	Lot 13'6" x 66	338	
		Imp. -	650	988
422	"	Lot 13 x 66	325	
		Imp. -	650	975
424	"	Lot 13'6" x 66	338	
		Imp. -	650	988
426	"	$\frac{01}{140}$ Lot 12 x 66	300	
		Imp. -	750	1050
428	"	Lot 28 x 66	700	
		Imp. -	450	1150
434	"	Lot 32 x 66	800	800
		-		
436	"	Lot 16'6" x 66	535	
		Imp. -	667	1200

South Side Hamburg St., between
Warner and Kutaw Streets,
Assessed in 1897.

✓ 1000	S. Kutaw St.			Lot 16 x 70	533	annie C Ross.
				Imp. -	1000	1533
✓ 405	W. Hamburg St.	$\frac{16}{13}$		Lot 13 x 63	325	"
				Imp. -	800	1125
✓ 407	"	"		Lot 12'8" x 63	317	"
				Imp. -	800	1117
✓ 409	"	"		Lot 12'6" x 63	313	Catherine Meyer
				Imp. -	800	1113
✓ 411	"	"		Lot 17 x 63	425	John H Morrow
				Imp. -	800	1225
✓ 413	"	"		Lot 13 x 63	325	annie Maria Davis
				Imp. -	600	925
✓ 415	"	$\frac{07}{25}$	$\frac{49}{38}$	Lot 13 x 63	379	Wm Lotz wife
		china ay		Imp. -	1350	1729
✓ 417	"	$\frac{16}{12}$	360	Lot 15 x 60	438	margaret Ringer
			150	Imp. -	800	1238
✓ 419	"	"		Lot 12 x 60	288	Chas Shipley
				Imp. -	500	788
✓ 421	"	"		Lot 11'2" x 56	288	(do)
				Imp. -	500	788
✓ 423	"	"		Lot 11'2" x 52	288	(do)
				Imp. -	500	788
✓ 425	"	"		Lot 12 x 48	350	Isaac Connors
				Imp. -	700	1050
✓ 427	"	"		Lot 14 x 50	350	Wm H Emory
				Imp. -	500	850
✓ 429	"	"		Lot 14 x 70	350	(do)
				Imp. -	500	850
✓ 431	"	"		Lot 55'8" x 57'0 $\frac{1}{2}$ "	427	Joseph Shipley
			$\frac{05}{6}$	Imp. - (by irg.)	850	1277

South Side Hamburg St., between
Howard and Sharp Streets,
Assessed in 1897.

✓ 1000	$\frac{B}{4}$	Sharp St.	Lot 20 x 70 Imp. -	833 2550	D. F. Owen 3383
1001	"	S. Howard St.	Lot 12 x 63 Imp. -	450 950	Margaret J. Cook 1400
✓ 203	"	W. Hamburg St.	Lot 14 x 64 Imp. -	350 750	J. M. Haller 1100
✓ 205	"	"	Lot 14 x 61 Imp. -	350 900	Matthew Hanf 1250
✓ 207	"	"	Lot 14 x 61 Imp. -	350 900	Eliza Kahl 1250
✓ 209	$\frac{4}{4}$	"	Lot 14 x 61 Imp. -	350 400	Geo W. Wagner 750
✓ 211	"	"	Lot 13 x 61 Imp. -	325 600	Geo W. Wagner 925
✓ 213	"	"	Lot 13 x 50 Imp. -	325 700	Louis C. Wanchel 1025
✓ 215	$\frac{Plumway}{4}$	"	Lot 18 x 60 Imp. -	525 1650	Herman Beckman 2175
✓ 217	"	"	Lot 13'9" x 60 Imp. -	344 1050	" 1394
✓ 219	"	"	Lot 12 x 60 Imp. -	300 700	Henry Klassen 1000
✓ 221	"	"	Lot 12 x 57 Imp. - x 1	300 950	Wm. Miller 1250
✓ 223	"	"	$\frac{06}{34}$ Lot 12 x 57 Imp. -	304 800	Geo Villmar 1104
✓ 225	"	"	Lot 11 x 57 Imp. -	275 500	G. H. Stroebel 775
✓ 227	"	"	Lot 13 x 57 Imp. -	325 450	(same) 775

North Side Hamburg St., between
Howard and Sharp Streets,
Assessed in 1897.

942	Sharp St.	Lot 17'9" x 73 Imp. -	666 2000	2666
202	W.Hamburg St.	Lot 11'3" x 53'9" Imp. -	281 475	756
204	"	Lot 11'3" x 51 Imp. -	281 650	931
206	"	Lot 11'3" x 51 Imp. -	281 475	756
208	"	Lot 11'3" x 51 Imp. -	281 475	756
210	"	Lot 11'3" x 51 Imp. -	281 475	756
212	"	Lot 12'3" x 51 Imp. -	306 475	781
214	"	Lot 13'6" x 51 Imp. -	338 550	888
216	"	Lot 13 x 58 Imp. -	379 1800	2179
218	"	Lot 9'9" x 58 Imp. -	244 450	694
220	"	Lot 9'9" x 58 Imp. -	244 450	694
222	"	Lot 9'9" x 58 Imp. -	244 450	694
224	"	Lot 9'9" x 58 Imp. -	244 450	694
226	"	Lot 13 x 60 Imp. -	325 700	1025
228	"	Lot 13 x 60 Imp. -	325 500	825
230	"	Lot 12 x 60 Imp. -	300 400	700
937	S.Howard St. as $\frac{98}{17}$	Lot 16 x 25 Imp. -	467 1100	1567

John Pleasants Esq, Clerk
Circuit Ct No. 2 Balt City:

Please send to Baltimore C
Court all the papers in the
Case of

Ex parte
in the matter of
E. Good Company of
Balt City -

J. H. Hines
att for P. H. S. x

April 24, 1912

Pop. Pb. sec. 733⁹⁰ issue single.
737

W. + Phrases - - Cause of action.

103 - York 250 Malsie as Steinhouse -

100 mcl 624 Mc Hugh.

Steam's case (Pool selling) 81 or 87 mcl.

St. Lauder -

The Baltimore and Ohio Railroad Company hereby accepts and agrees to perform all the provisions, terms and conditions on its part to be performed as therein provided, of a certain ordinance for the elimination of crossings at grade over the tracks of The Baltimore and Ohio Railroad Company, and other purposes, being Ordinance No. 387, entitled "An Ordinance giving the consent of the Mayor and City Council of Baltimore City to the construction by The Baltimore and Ohio Railroad Company of certain lines of railroad in the City of Baltimore, and to provide for the elimination of crossings at grade over the tracks of the Baltimore and Ohio Railroad Company between Camden street and Ostend street, and for the construction and maintenance of bridges and approaches carrying Lee Street, Hamburg Street, Stockholm Street, and Cross Street over the tracks of said Company, etc., etc.", approved August 16th, 1909.

IN WITNESS WHEREOF, The Baltimore and Ohio Railroad Company has caused this instrument in writing to be signed by its President and its corporate seal to be hereto affixed, attested by its Secretary, being thereto duly authorized by its Board of Directors.

THE BALTIMORE AND OHIO RAILROAD COMPANY

BY

Oct 14, 1909.

(Signed) Oscar G. Murray,

ATTEST:-Seal.

President.

(Signed) C. W. Woolford,

Secretary.

Form Approved,

(Signed) Edgar Allan Poe,

City Solicitor.

C O P Y

C O P Y.

Baltimore, March 2, 1911.

Mr. Edgar Allan Poe,
City Solicitor.

Dear Sir:-

The attached is respectfully referred. It is a sample of many I get and along the lines of verbal protests. You are quite well aware no doubt, of the damages that must naturally come in building where the grade is lowered as we propose to lower the grades of Eutaw St., Howard St and Hamburg St. These people expect to be reimbursed and I always have felt that they should be treated as all other property owners are to be treated who are injured in connection with the grade elimination plan. I shall thank you to return the attached after noting the same.

Yours very truly,

(Signed) B. T. Fendall.

City Engineer.

C O P Y.

March 3, 1911.

B. T. Fendall, Esq.,
City Engineer,
Baltimore.

Dear Sir:-

I have your favor of the 2nd, enclosing a letter from the Novelty Steam Boiler Works, in connection with the lowering of the grade of Eutaw street. Personally I agree with you that property owners injured by change of grade on Eutaw street have just the same moral claim for compensation as property owners on Hamburg street. However, their legal right to compensation is not so clear and it would not be wise for you to make any admissions on that point.

As requested, I return the letter of the Novelty Steam Boiler Works.

Very truly yours,

(Signed) Edgar Allan Poe.

City Solicitor.

February 10, 1912.

Hon. Walter I. Dawkins,
Judge of the Baltimore
City Court.

Dear Judge:-

Mr. Edward L. Ward, attorney representing the plaintiffs in certain cases against the Baltimore and Ohio Railroad Company and the Mayor and City Council of Baltimore sent me a list of cases wherein he states that the Declaration is, in his opinion, similar to the Declaration filed in the Walters' case, (No. 240, January Term).

Of the cases in said list, it seems to me that those mentioned below are somewhat similar to the Walters' case, and the same are submitted for Your Honor's decision on the Demurrer without further argument.

But this letter is not to be construed as an agreement to any ruling by Your Honor therein, and the City expressly reserves every right it may have under the Declaration filed in each of said cases and the Demurrer filed thereto and other proceedings therein.

Louisa Connor vs. B. & O.R.R.Co. and M.& C.C.of Balto.
✓ Property No. 425 W. Hamburg street
January Term No. 238, City Court Docket, 39/243.

Henry Becker vs. Do.
✓ Property No. 209 W. Hamburg street,
January Term No. 237, City Court Docket, 39/234.

Samuel A. Katz and Morris Klatzky vs. Do.
✓ Property No. 221 W. Hamburg street,
City Court Docket, 39/249.

Elizabeth Kahl vs. Do.
Property No. 207 W. Hamburg street,
✓ January Term No. 260, City Court Docket, 39/244.

Ann M. Davis vs. Do.
✓ Property No. 415 W. Hamburg street,
January Term No. 259, City Court Docket, 39/243.

Emanuel Banks vs. Do.
✓ Property No. 427 W. Hamburg street,
January Term No. 239, City Court Docket, 39/235.

George Willmar vs. Do.
✓ Property No. 223 W. Hamburg street,
January Term No. 236, City Court Docket, 39/234.

Should Your Honor overrule the Demurrers in said cases, or any of them, the City will request that it be given thirty days after notice of Your Honor's action in reference thereto, within which to file appropriate pleas.

Thanking Your Honor for this indulgence, I beg to be,

Yours respectfully,

Assistant City Solicitor.

B.H.McK.
M.I.P.

February 10, 1912.

Edward L. Ward, Esq.,
Fidelity Building,
City.

Dear Sir:-

By letter of even date I have submitted to His Honor, Judge Dawkins, several cases, the Declaration wherein seems to me to be somewhat similar to the Declaration in Walters' case, (No. 240, January Term)

In so submitting said cases it is expressly understood that the City does not agree to any action by the Baltimore City Court, but merely submits said cases for the decision of the Court without further argument, reserving all rights under the Declaration and other proceedings therein. The cases submitted are as follows:

January Term - Nos. 236, 237, 238, 239, 259, 260 and
Katz vs. Klatsky.

Trusting this will give you the desired information, I beg
to be,

Yours respectfully,

Assistant City Solicitor.

B.H.McK.
M.I.P.

Judicial Notice

17 A. & E. Cuy - 2nd Ed.

It has been held that courts may take judicial notice of the requirements of public policy, for the purpose of enforcing the observance and preventing the violation thereof -

P. 900 - + cases cited

Villmar's Case.

Judicial notice.

acts passed
after proceedings
instituted

Court will take judicial notice of ^{and after decree,} acts passed after institution of proceedings, but before opinion filed ^{on appeal.} The Act was considered a public one in that it authorized the condemnation of Canal property in which the State was financially interested, and it was Court's duty to take judicial notice thereof.

Ches. & O. Canal Co vs. W.M. R.R. 99 Md. 571
Day vs. Day 22 Md. 530

The Court is not precluded by averments in a Bill from looking to the public statute law of the state; "And this being so we are at once apprised that the acts of the Comptroller and Treasurers in undertaking to review the apportionment are not without authority of law or legal authority!"

Graham vs. Harford Co. 87 Md. 321
State vs. Jarrett 17 Md. 309

Court can look outside record and is bound to take notice of the Public Law.

"But if it be (as it clearly is) the duty of the Court to notice the public laws, any silence on the part of the pleader in regard to them cannot be allowed, to the prejudice of a party whose rights are ascertained by them. In other words, the bill must be read in connection with the subject to which it relates, and the subject in the present instance is, a title to a public office which depends upon the Constitution and laws of the State."

State vs. Janett 17 Md. 309 - at page 327

Silence of
pleader not
allowed as to
public laws
to prejudice of
party whose
rights are
ascertained
thereby

What are public Laws?
 Acts authorizing aid to be extended the B. & O. Canal are public Acts.

Brady vs. State - 26 Md. 290.

a Charter of a Bank, the act of incorporation reserving, for the use and benefit of the State, five hundred shares of the capital stock, to be subscribed for in such manner as the Legislature may direct, is a public law.

Towson vs. Havre de Grace Bank, 6 H. & J. 49.

The Charter of the B. & O. R. R. Co. is not a public law.

B. & O. R. R. vs. Ritchie 31 Md. 191.

"Both (Public and General Laws) are general and uniform within the sphere of their operation; and within the section, at least, where Public Local Laws do prevail and operate, the courts must take judicial notice of them."

Court will take judicial notice of Public Local Laws.

Slymer vs. State 62 Md. 237

Jones vs. State 67 Md. 256

"It was unequivocally decided that a demurrer to an indictment, based on the omission from the indictment of the conditions precedent to the law becoming operative, - and the statement that those conditions had been fulfilled, was properly overruled. The court takes judicial cognizance of all such laws. Though local, they are public and not private laws; and any question affecting the legal existence of the law belongs to the court."

It was not necessary therefore for the indictment to contain a statement of all the formalities necessary to precede the law becoming operative. - Jones vs. State, supra.

Municipal
Ordinances

Courts will not take judicial notice
of:
Field vs. Malster 88 Md. 691.
Shaufelke vs. Balto -80 Md. 483.
Central Savings Bank vs. Balto. 71 Md. 515.

- Demurrer -

"We are of opinion that the demurrer was properly overruled, because the first three causes assigned consisted of matter which could not be known to the Court officially, (Charters of B. & O.) and proof of which could only be furnished by the charter of the appellant, which was not offered in evidence, and because the fourth cause was not sufficient."

B. & O. R. R. Co vs Ritchie 31 Nov-191

J. R. M. Hall

900 & 1000 Blacks S Howard

Keeping before bridges & roads most

hardly says anything

12870

Villmas case
Judicial notice.

Act of Legislature - C & O Canal
Co. v. W. M. R.R. Co. 99 Md. 570.
Graham vs. Harford Co. 87 Md. 321.
Day vs. Day - 22 Md. 530 - State vs.
Janett 17 Md. 309 - Brady v. State
26 Md. 290. Johnson vs. Hare de
Grace 6 H. & J. 47.

Ordinances. Shanfelter v. Balto 80 Md. 483
Field v. Malster 88 Md. 691.
71-5-23 -
71-74-

Public Local Laws. Slymes vs. State 62 Md. 23

Private Acts. Whitcraft v. Orsey
3 H. & McH. 357 - " But where a
private act affects the charter of a
corporation which is a general law, notice
will be taken - Planters Bank - 10 H. & J. 546.

Contra. secundum
Kunt case 94 md. 1.
98 m 7. 84.
Surt case
90 md. 689
Cabells case
93 md. 233

Romes case 82 md. 493.

Tyson vs. Commrs. of Balto. Co.
28 md. 510.

O'Brien vs. R. R. Co. 74 md. 363.

Portus case, 18 md. 284.

Alberges case 64 md. 1.

Kelly's case 65 md. 171.

Sexton's case, 59 md. 63

R. R. case - 46 md. 425.

Efferts case 94 md. 115

Additional servitude.

Mackenzies case. 74 md. 86

Balto. Tass. R. R. case - 58 .. 603 -

B. + H. " " 52 .. 242.

Greens case 78 md. 294.

Pooles case 88 md. 533.

Ganetts case 79 md. 277.

Websters case 81 md. 529.

Pincks case 83 md.

Right to light and air.

Epsteins case 93 md. 537.

Hibernian Societys case 83 md. 420

Fricks case 86 md. 259.

Wells case 86 md. 273.

Hoopers case 85 md. 509.

Citings Case 77 md. 352.

Webbs case 114 md. 216.

Howard Countys case 113 md. 404.

Jeffers case " 111 " 176 -
107 md. 268.

Greens vs. Millard 279 G. 143.
Thompson vs. State 4 Gill - 163.
B. & O. R.R. Co. vs. Ritchie 31 Ind. 191.

Oct. 3-1911-

Baltimore and Ohio Railroad Co.
grade crossing cases.

various actions by certain individuals
against the city and the Railroad
Company - to which demurrers
have been filed, and are
now pending.

The ordinance out of which the
controversies arise was approved
Aug. 16-1909, and is commonly
known as the grade crossing
ordinance. Ord. 387-1909-1910-

See Act of Assembly, 1910, Ch-621
Page 621.

- " Opinion city solicitor to 2nd Branch City
Council Apr. 20-1911. (12659)
- " Opinion city solicitor to City Engineer
Feb. 18-1911. (12455)
- " Opinion city solicitor to City Engineer
Sept. 6-1910-

~~Ret~~

Elyabeth Pangris, vs. B+C.R.R. + M+C.C. of B.

Property No. 427 W. Stamburg street

No. 54. J.R.D. ~~Street~~

J

✓

Daniel A. Katz and Morris Kalayky vs. do.

Property No. 221 W. Stamburg street

City Court docket. 39/249.

J

✓

Elyabeth Kahl. vs. do.

Property No. 207 W. Stamburg Street.

January Term No. 260. City Court docket. 39/244

J

✓

Ann M. Davis vs. do.

Property No. 413. W. Stamburg St.

January Term No. 259. City Court docket. 39/243

J

✓

Emanuel Banks. vs. do.

Property No. 427 W. Stamburg street

January Term No. 239 City Court docket. 39/235

see

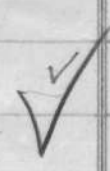
✓

Berge Nilmar vs do.

Property No. 223 W. Stamburg St.

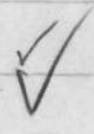
January Term No. 236 City Court docket. 39/234

L



Louisa Cannon vs. clo.
Property No. 75 W Stamburg Street
January Term No. 238 City Court docket. 39/243.

L



Henry Becker vs. clo.
Property No. 209 W. Stamburg St.
January Term No. 237 City Court docket. 39/234

SR



Henry Becker vs. clo.
Property No. 211-213 W Stamburg Street
January Term No. 288 City Court docket 39/274

- 234/39. ✓ 236 Villmar 773 W Stawling st. fee simple.
 S Stawling st. 87' E of Stoward St.
- 234/39. ✓ 237 Becker 709 W. Stawling St Leachrd. & R. 28°
 26 E Plum ally.
- 234/39. ✓ 238 Connor 425 W Stawling st. Leachrd. SR. 57°
 S Stawling st. 93' 8" E Warner St.
- 235/39. ✓ 239 Bants. 477 W Stawling street. Leachrd SR. 60°
 S Stawling st. 79' 8" E of Warner St.
- ~~235/39~~ 240 Walters 213 W Stawling st. 26° Leachrd
 S E W Stawling + Plum ally.
See map.
- 235/39 ✓ 241. Pfeiffer Remert. 210 W Stawling St.
 N. St. 117' 10" W of Sharp St.
- 238/39 ✓ 249 Ebert 848 S Sharp. Leachrd SR. 64°
 N Stawling st. N. W. W. Stawling + Sharp ch.
- 244/39 ✓ 250 Kahl 207 W Stawling street. Leachrd. 35°
 S Stawling st. 101 W Sharp St.
- 243/39. ✓ 259 Davis 413 W Stawling st. Leachrd. 39°
 S Stawling 13 E Plum ally.
- 243/39. ✓ ~~260~~ 257 Kahl 214 W Stawling st. N. E W Stawling + Plum ally
 Leachrd. & R. 21. 12°
- 249/39. ✓ 267 Leinhardt Gallery wife 212 Stawling st. Leachrd
 N. Stawling st. 13 E of Collier ally.
- 274/39. ✓ 288 Becker. { 211-213 W Stawling st. SR. 52°
 S E W Stawling + Plum ally
 (Same property as Walters claim.
- 274/39. ✓ 289 Walters. 1001 Plum ally - Leachrd 14.
 S E Plum ally 50' SW Stawling st.
- 249/39. ✓ Katy + Klatsky 221 W Stawling st. Leachrd. SR. 50
 5' 6" W from E S Plum ally.
- No 54. ✓ 2 R. 10. Elijahth Pangiris
 Rev. 80 Stawling st 99' 8" E of Warner.

B. & O. R. R. Co. City compelled us to do away with
Construction built by B. & O. R. R. for.

83 Md. 470 - Hilerman -

99 Md Shipby vs W M R R.

86 Md. 571. Merryman -

Reaney.

Private Corporations.

French Govd - Alton v. -

50 Md.

Duty of City to protect public streets

Individual rights held in subordination of those of the public

Consequential damages, *damnum injuria*

Tyson v. Bath Co. 25 Md. ~~497~~ 527-528

Redmond v. B.C. & P.R. 34 Md. ~~462~~ 473

P. & P. R.R. v. Reaney 47 Md. ~~177~~ 132

Cumbland v. Washson 50 Md. 148-9-50

Kelly v. Baltimore 65 Md. 177

O'Brien v. Bath Sect. 74 Md. 373

Lose Poland v. City 77 Md. 352

Cited in *Webb case* 114 Md. 227

Damages - Construction

Webb v. B.C. 232-3

When repairs cost more than ~~value~~ difference in value before & after injury to property, the latter is the rule.

Predmont v. Keating 114 Md. 517 & C

no proof that marks are additional seriations.
less not state with.

? *Werner* vs Bath Bult. R.R. Co 74 Md.

Distinction between Municipal Corp & private Corporation
B + P. B D vs Reaney 47 Md 177 (13046)

C + P. Tel. Co vs McCamp. 74 Md. 36 syl.

Organ vs Bath. 74 Md. 374

Though the plaintiff may suffer more inconvenience &c
by reason of his proximity to the highway, that will not
entitle him to maintain an action.

House v. Swabter 34 Md. 272
Croot v. Petcher 61 Md. 510

Streets are under exclusive control of City

may use reasonable precaution to secure safety

Textor vs B + O P P. 59 Md. 64

Elevate Railway structure on North St.

Bill in Equity for injunction on theory that the damage to abutting property was a taking. Held not to be a taking.

Distinction between a "taking" and consequential damage discussed. page 2804c

Garrett vs L. R. R. Co. 79 Md. 2804c.

See 92 U.S. 635
111 Pa. St. 352
124 Pa. St. 560
25 Atl. Rep. 157
18 Pa. St. 187
1 Pa. St. 418
20 How. 135
125 U.S. 161

Baltimore Belt R.R. Co constructed open cut on west side of Howard St. Bid for injunctive, on theory that this was a taking - held not to be, and any injury was merely consequential, which under statute could be recovered at law.

376-377 There can be no question as to the power of the Legislature of the State, in providing for the construction of the railroad of the defendant through the City, to require compensation to be made to persons whose property may be injuriously affected by changes made in the grades of the streets, or by any other appropriation of them, though the property affected may not be taken, within the meaning of the Constitution.

Warren vs. Balt Belt R.R. Co. 74 Md. 363.

Railroad Company constructed railroad tunnel under express authority from the City, which was impliedly ratified by ~~an~~ a subsequent act of the legislature.

(13140) That as against a municipal government, in the careful exercise of its right and power to grade, change and improve streets, there could be no cause of action for any unavoidable injury done. A railroad Company however, will be liable for damages, and this liability is not dependent upon negligence.

"If the injury was the inevitable result of making the tunnel, then to the extent that the appellant's property was actually injured, it was substantially taken for the use of the appellants' road, and of course should be paid for." It is not to be assumed that either the City authorities or the legislature of the State intended that the authority delegated by them should be exercised irrespective of the rights of private property; and if it were clear that they did so intend, it is far from being certain that such a purpose could be accomplished.

B & P. R.R. vs Kearney 42 Md. 117

A street railway Company erected in the center of the roadway of a public street, an elevated structure for the purposes of its railway. This structure was erected ~~by~~ under permission of an act of the Legislature, ^{and an Ordinance of the Council,} which ~~did~~ imposed on it the duty of paying for any damage which might be inflicted by it.

(443) It was not possible to take any legal proceeding to stop the erection of this structure, but the plaintiff was entitled to damages to his property abutting on said street.

Case Roland Co vs Stilsman Socy. 83 Md. 432*

Same state of facts as above.

When ~~the~~ construction of a railroad, ^{in a public street} as lawfully authorized, it cannot be regarded as a nuisance. The right to build this elevated road does not imply exemption from responsibility for injuries inflicted on private property by its operation and construction. Cites *Beaneys Case*.

Cites sec. 169 art. 23 C. P. & T. (1866) as to responsibility of Railroads for tracks in streets.

Sec'd, Railroad Company for property damaged by construction and operation of railroad.

Case Roland Co vs Welster 81 Md. 534

COPY

SECOND BRANCH CITY COUNCIL
OF BALTIMORE.

Baltimore. April 18, 1911.

Hon. Edgar Allan Poe,
City Solicitor.

Dear Sir:-

The enclosed ordinance (S.B . No. 308) has been respectfully referred to you with the request that you kindly inform the Second Branch City Council of the legality of said ordinance, if passed.

Very truly yours,
(Signed) Albert C. Tolson,
Chief Clerk.

COPY

April 20, 1911.

To the Honorable
the Members of the Second Branch
City Council.

Gentlemen:-

I herewith return Ordinance S. B. No. 308, entitled -

"AN ORDINANCE TO AUTHORIZE AND DIRECT THE COMMISSIONERS FOR OPENING STREETS TO ASCERTAIN AND AWARD DAMAGES AND BENEFITS TO THE OWNERS OF PROPERTY IN THE CITY OF BALTIMORE AFFECTED BY THE CHANGES IN GRADE PROVIDED FOR BY SECTION 3 $\frac{1}{2}$ OF ORDINANCE No. 387 OF THE MAYOR AND CITY COUNCIL OF BALTIMORE APPROVED AUGUST 16, 1909".

In my opinion the Ordinance is not a proper one to be passed at this time. It was never intended that the City should compensate abutting property owners for damages sustained by reason of the changes in grade under the Baltimore and Ohio Grade Crossing Ordinance until it should have been judicially declared that such owners were not entitled to compensation from the Baltimore and Ohio Railroad Company.

Sometime ago a committee representing the property owners affected appeared before the Board of Estimates and was informed by the Board that it was necessary that a test case should be first instituted against the Railroad Company for the purpose of determining the liability of the Company, and that in the event it was decided that the Railroad Company was not liable, the Board of Estimates was prepared to incorporate in the Ordinance of Estimates an appropriation sufficient to cover the damages sustained by the property owners. The Committee departed leaving the Board under the impression that a test case would be immediately instituted.

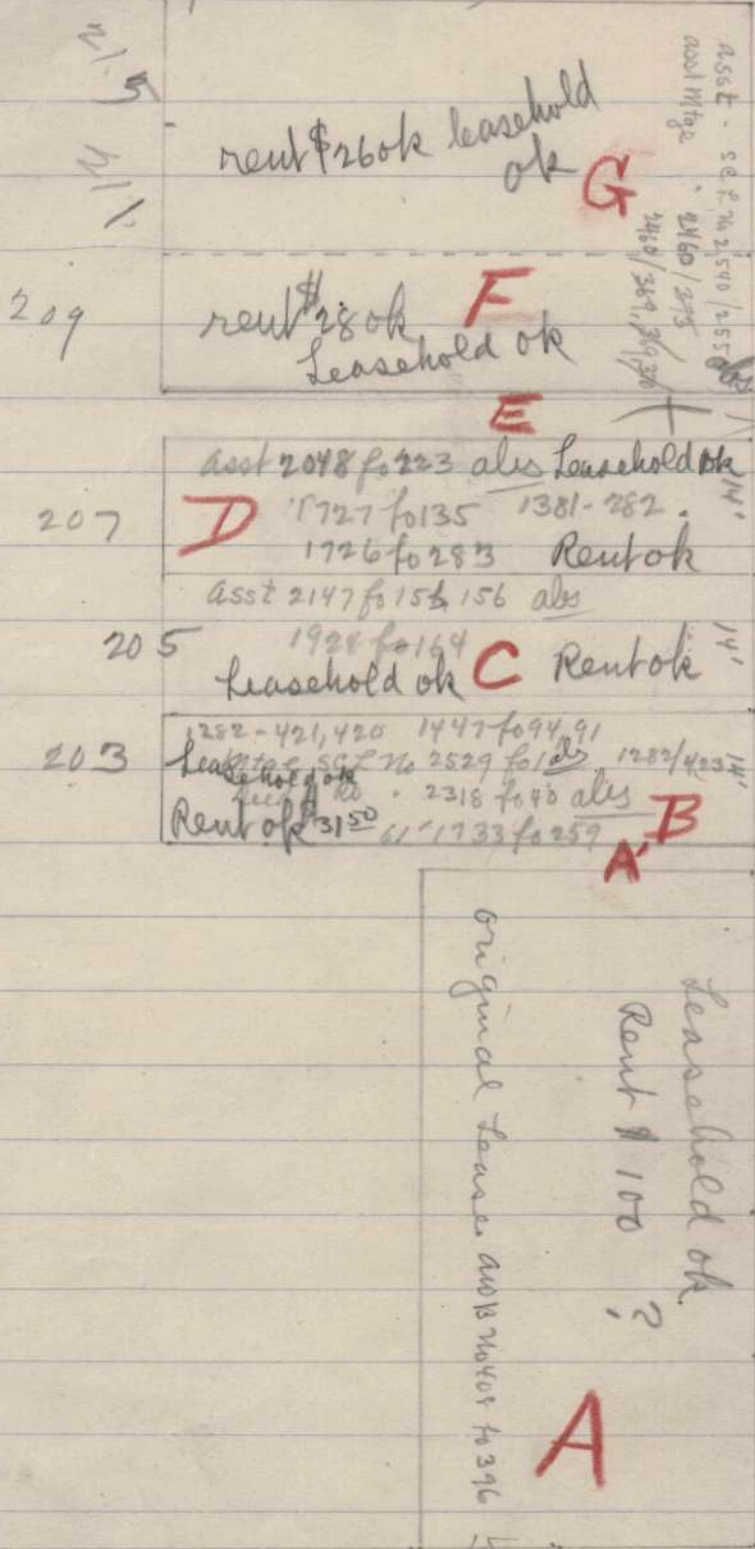
I might add that, in my opinion, there is a much greater likelihood of the Railroad Company being held responsible under a suit instituted by an individual property owner than under a suit instituted by the Mayor and City Council of Baltimore.

The present Ordinance eliminates the property owner entirely from the litigation.

Very respectfully,
(Signed) Edgar Allan Poe,
City Solicitor.

56
128
6

Plum Ay (20' alley)



St

Hamburg

Sharp St

Hamburg St

1000 - Sharp - owner
Leasehold Diedrich F. Onnen
& Elmer Onnen his wife - Cou
in asst - \$3,650 - together with
right to collect \$35 rent from
another house - lot 20' x 70
asst for lot \$533
" " Imp 2550

Rent

203 - Leasehold owner ~~on~~ John
Haller & Margaretta Haller
his wife size of lot 14' x 61'
asst on lot 350 ~~715~~
" Imp 450 ~~715~~ Cou
Rent \$31.50 owned by Louisa
An ante 1/3 int - Alexander H. S.
Haas, Annie Louisa Haas
Charles Louis Haas & Regina
Pauline Haas 2/3

Rents for 205 - 9 - 9 - owned
by Fannie B Spies -
original \$1 rent.

205 - Leasehold - John C Kumpf
~~con in last~~ size of lot
14' x 61'
asst of lot 350
" " imp \$900
Con in last asst \$5.

207 - Leasehold - Eliza Kohl
slot - 14' x 61
asst lot \$350
" imp \$900
Con in last asst \$900.

209 - Leasehold - Henry Decker
lot 14' x 61
asst 350
imp 400
Con \$5 in asst

211 - Leasehold - Henry Decker
lot 13' x 61
asst 325
imp 600
Con in Deed \$5
~~Rent~~ rent \$101

213 - Leasehold Henry F. Walter
+ Annie D. Walters

size of lot 13' x 50'

asst 325

Imp 700

Con in last asst \$5.

~~Re~~ Subrent \$26 owned by Henry
Necker

Original rent \$.01 ?

A

Lot A - SW cor Sharp + Hamburg - 70' on Hamburg.
Leasehold - Diederich F. Onnen + Elmer,
his wife, under Asst JB No 1428 fo 446 - rent
\$150 - con in asst \$3650. (together with a \$35. rent.)
Redeemable at 4% - (GR 1074 fo 319)

Rent. ? (^{\$}100 rent - GR No 394 fo 178 dated Jan'y
13th, 1868)

B

Lot B - Ws Hamburg 73' NW Sharp 14' x 61'
Leasehold - John Martin Haller and
Margaretha, ^{his wife} under Asst JB No 1447 fo 91
rent \$31.50 - consid stated in asst \$715.

?

Rent - under (sub-lease GR No 394 fo 178?) Deed
Rel No 2318 fo 40 - Louisa Auante 1/3 interest +
Alexander H.D., Annie Louisa, Charles Louis, +
Regina Pauline, Haas 2/3 interest.
? redeemable rent.

C

lot C Hamburg St 87' NW Sharp 14' x 61'
Leasehold John C Kumpf - by asst 2147 fo
156. - amt of rent \$35 sub rent - \$.01
original rent

Sub Rent - Fannie B Spies - RD No 1924-164

Original Rent \$.01 ?

D

lot D - Hamburg 101' NWerly Sharp 14' x 61'
Leasehold - Elizabeth Kohl - RD 2048 fo 223
Rent \$35

Sub Rent \$35 - Fannie B Spies - RD No 1924-164

Original Rent \$.01 ?

F

lot F - Hamburg 26' E of Plum ay + 120' W Sharp 14' x 61'
Leasehold - Henry Becker, sc 2540 fo 255
sub rent \$52? sub to sub rent \$28

?

Sub? Rent \$28 - Fannie B Spies RD ¹⁹²⁴/₁₆₄

Sub Rent \$52?

Original Rent \$.01 ?

G.

Lot G S E cor Plumay + Hamburg 26'
Leasehold - SW cor Plumay + Hamburg 13' -
Henry F. Walters + Annie D Walters his wife
RL No 2247 fo 188 - ^{sub} sub rent \$26.

Leasehold - Hamburg 13' E of Plumay 13'
Henry Becker - SE L No 2540 to 255 rent
\$52

Sub Rent [#] 26 + [#] 01 Henry Becker as to 1st leasehold
lot - SE L 2540 to 255

?

sub Rent [#] 52 ?

?

Original rent ?

Lot H

Lot H - SW ^{cor} Hamburg St. + Plumway 32'
Free simple - Herman Beckmann +
Rosiena Beckmann # JB 1291 fo 244

Lot I

Lot I - Hamburg 32' W of Plum x 24'

Leasehold (Hamburg 56' W Plum E 12') -
Morris Klatzky + Ida Klatzky his
wife - SCZ 2667 fo 129

1950
2
39
39

Leasehold Hamburg 32' W Plum W 12'
Adolph Klaassen + Elisabeth Klaassen
his wife JB 1552 fo 145

Rent \$ 39 - The Auxiliary Realty Co
of Balto City - SCZ No 2731 fo 91

19.50
19.50
na

Lot K

Lot K - Hamburg 87' E of Howard th
E 12' x 60'
In Fee George Villmar

Lot L

Lot L - Hamburg St 63'6" E Howard.
24' x 57'6"

?

In fee simple George H. A. Stroebel
and Mary E. Stroebel, his wife deed

Pl 2364 to 159

Subject to an estate in Emma F. Zink
and + Laura V. Lots of right to collect
2/9 of the original rent of \$39 -

SE 2 No 2393 to 401 per year

$$\frac{1}{3} \times \frac{2}{3} = \frac{2}{9}$$

$$39 \times \frac{2}{9}$$

$$9 \overline{) 78} \begin{array}{r} 8 \\ 72 \\ \hline 6 \end{array}$$

Lot N

SE cor Hamburg + Howard
60' on Hamburg.

Leasehold Margaret D Cook - GR #18

No 764 to 504

?

Rent \$18 Sarah Cornelia Sweany
+ Sarah Wheeler GR 467 to 290

Ss Hamburg St

between Sharp & Plumay

Lots A to G inc

Hamburg St.
W of Rhine ay.

Block 930

~~2731-91 abs~~

~~2687-164 abs~~

~~2588-171 abs~~

~~2540-255 abs~~

~~2529-1 abs~~

✓ 2460-369, 369, 370, 373

~~2451 fo 260, 257 abs~~

~~2664 fo 440 abs~~

~~2393 fo 401 abs~~

~~2364-159 - abs~~

~~2355-315, 118 - Ref RO 2341 fo 429~~

~~2341-429, 429~~
~~2326-425~~
~~2318-40 abs~~

~~2298-136~~

~~2288-339 abs~~

~~2278-501 - Ref of 2224 fo 177 abs~~

~~2272-160~~

~~2256-401, 403, 402~~

~~1074-319~~

~~2253 fo 328~~

~~910-108~~

~~2247 fo 188, 155, 156~~

~~2239-273~~

~~2224 fo 177, 177 abs~~

2189-305 ←

~~2147-155, 156 abs 151~~

~~886-397~~

~~2122 fo 222~~

~~866-152~~

~~2103 fo 405~~

~~830-258~~

~~2048-223 abs~~

~~1981 fo 337, 3~~

~~1938-113, 113~~

~~1925-318, 318~~

~~1924-164 abs~~

~~1788-307 abs~~

~~1780-27~~

~~1768-337 abs~~

~~1762-49, 49~~

~~1733-259~~

~~1727-135,138~~

~~1726-283~~

~~1584-292-291~~

~~1567-484-485~~

~~1561-491?~~

~~1552-145~~ *als*

~~1544-180,179~~

~~1519-273~~ *als*

~~1506-412~~

~~1503-30~~

~~1501-11,10,13~~

~~1484-515,534~~

~~1476-25~~

~~1447-94,91~~ *als*

~~1428-446~~ *als*

~~1383-271~~

~~1381-282,282~~

~~1373-343~~

~~1358-103~~

~~1338-577,582,382~~

~~1334-492~~ *als*

~~1328-176,179~~

~~1291-246,244~~

~~1282-421,420,423~~

~~1252-492,493~~

~~1244-503,504~~

~~1229-421~~

~~1182-4~~

~~1023-123~~

~~1203-102~~

~~1182-1~~

~~1172-470,469~~

~~1149-190,191~~

930

~~John Brooks to James Johnson~~
~~May 12, 1853 - 20 to 1854~~

~~1145 fo 313~~

~~1127 fo 471, 472~~

~~1074 fo 319~~

~~1056 fo 154, 153, 152, 151~~

~~1029 fo 163~~

~~1015 fo 345~~

~~886 fo 397~~

~~467 fo 290~~

back to 1866

234
460

A

August Wilken^{SSWA} } JB No 1428 fo 446
Margaret Wilken^{SSWA} } W Jany 24th 1893
asst to } a - - -
Diedrich F. Onnen } R - - -
Elmer Onnen, his wife } Con \$ 3,650

① do grant unto the sd ② the survivor of them his or her pr + a

Beq for the same at the corner formed by the inter of the NW's of Sharp St + the SW's of Hamburg St + ng th SWerly bounding on Sharp St 35' th NW wardly paral with said Hamburg St 70' to an ay 3' wide th NEwardly binding on sd ay 3' wide 35' to Hamburg St + th SEwardly binding on Hamburg St 70' to the beq.

Being the same lot of grd des in an asst from Elizabeth Wiebkin + hus to said grantors dated June 1st, 1889 + recd JB No 1244 fo 504^{re}

Together with + especially the rent reserved in the sub-lease herein after referred to

To X + To X + 2 unto + to the use of ② the survivor of them his or her pr + a for all the residue + suby to the annual rent

A

JB No 1428 fo 446

of \$100 payable 1/2 yrly on Jan'y + July
1st +

Subject further to the legal operation
+ effect of a sub-lease from Elizabeth
Wiebking to Priscilla W Bargar
dated Nov 21st 1885 + recd. JB No
1074 fo 319^{re} reserving an annual
rent of \$35 payable semi-annually
on May + Nov 21st. with the right
to collect said rent.

warrant specially + further assurances

execution ok.

note this
sub rent
does not
affect us

Herman Bredekamp } F.A.P. No 830 }
 Lease to } of July 9th, 1879 }
 John F. Ormen } }
 Con \$ 2850

① doth grant + lease unto P^r + a

Beg at NW cor Sharp + Hamburg
 th S w 35' x 70' to 3' ay.

Refers to deed dated July 10th 1849

+ LAWB No 408 fo 396 from
 J Warner to ①

Togeth with + c
 To N + S 1/2 } unto ② his p^r + a
 rent \$100: payable 1/2 yly July +
 July 1st

usual covenants + c

B

John M Haller +
Margaretta Haller
his wife
mtge to
Anna B. Gerstmyer

} set No 2529 fo 1
d - Sept 27th 1909

} amt of Loan \$1900
due 60 months.

① do grant + convey unto ② her h
pr + a - 1st lot

Bay on SWs Hamburg St 73' NWwardly
from Sharp St + th NWwardly 14'
with a depth SWwardly of even width
of 61' to a 3' ay.

Being more fully des in a deed
dated May 22nd 1893 + recd JB No
1447 fo 97 from Bertha Janusch +
hus to said ①

x x

Lo H + Lo H the sd 1st lot + c unto
② her pr + a for all the residue
+ c subject to the annual rent of
\$31.50

B

Bertha Janusch + ^{SSWA}
 Johann August Janusch ^{SSWA}
 herhus
 Asst to
 John Martin Haller +
 Margaretha Haller
 his wife

JP No 1447 fo 91
 d May 22^o 1893
 a — — —
 R — — —
 Cou # 715.

①. do grant unto ② their a the survivors
 of them his or her p r + a

(The same des as in Rel No 2318 fo 40)

With the right + privilege to tap the
 water pipe in + under the ay adjoin-
 ing said above des lot of grd on the
 SW thereof. + to repair the same on
 condition that the said grantees or
 their a shall at their cost restore
 the ay pavement +c to its former
 good repair + condition and also
 bear + pay her proportion of the
 cost + expense of keeping the said
 pipe + ay in good repair, and with
 the right at all times to take and
 have a supply of water therefrom
 in common with others upon the
 usual terms + conditions prescribed

B

JTB No 1447 1091

by the M + C

Being the same prpty des in a deed from Chas H Gerhold adm to said Bertha Janusch dated Mar 8th, 1890 + rec'd $\$1282$ fo 420. + c

Together with + c.

To H + To H + c to the use of the sd

② their a the survivor of them his or her pr + a for all the residue + c subject to the annual rent of $\$3\frac{1}{2}$ payable Jan'y + July 1st

warrant specially + further assurances.

execution ok.

- ① Louisa Quante ^{SSWN}
 (formerly Louisa Haas)
Admin of the personal estate
of Conrad Haas
 Need to
- ② Louisa Quante
 Alexander H. D. Haas
 Annie Louisa Haas
 Charles Louis Haas +
 Regina Pauline Haas
- RE No 2318 fo 40
 D Mar 20th, 1901
 A — — —
 R — 21st, —
 Cow \$1

Whereas the said Conrad Haas died possessed of the leasehold property hereinafter des. leaving surviving him his widow Louisa Haas (who has since intermarried with a certain Frank Quante) + his 4 children Alexander H. D. Haas Annie Louisa Haas Charles Louis Haas + Regina Pauline Haas as his sole distributees and whereas the said O was appt Admin. on Oct 26th, 1886 + as such admin. on Oct 26th, 1886 passed her adm acct in the Orphans Court of Balto City whereby the said leasehold prpty was distributed to the said ② in the proportion of 1/3 to said widow + 2/3rds to said children And whereas by an order of sd Court passed on Oct.

26th, 1886 the said ① was authorized & directed to convey said prpty to said distributees in the proportions aforesaid.

① doth grant unto Louisa Quante her p r + a an undivided $\frac{1}{3}$ rd interest & estate + unto said Alexander H. D. Haas, Annie Louisa Haas Charles Louis Haas + Regina Pauline Haas their p r + a an undivided $\frac{2}{3}$ rd interest and estate in + to all those 5 lots thus des.

Beg for the 1st on the line of the SW s of Hamburg St at the distance of 73' NWwardly from the line of the NW s of Sharp St + ngth NWwardly bounding on Hamburg St 14' th. SWwardly paral with Sharp St 61' to an ay 3' wide laid out by Herman Bredekamp for common use th SEwardly bounding on said ay with the benefit of the use thereof in common with other st paral with Hamburg St 14' + th NEwardly + paral with Sharp St 61' to the beg.

Being the same lot des in a Deed from Herman Bredekamp to Conrad Haas dated Feb 28th, 1878 + recd Fid P No 803 fo 548.

Together with + especially the

B RO NO 2318 fo 40

clear annual sub rent of \$31⁵⁰ issuing
+ payable out of the lot of grd
1st herein des under + by virtue of
a sub lease from Herman Bred
ekamp to John Martin Hoff dated
Jan'y 13th, 1868 + recd. & R No 394 fo
178.

To H + To H + c unto + to the use of the
said ② their p r + a in the proportion
aforesaid for all the rest + residue
+ c with the benefit of renewal forever
of the lot of grd 1st hereindes being
subject to no part of the rent
reserved in the original lease
thereof

SSWA

Mary A Spies	} All No 1924 fo 164
Deed of Partition	
Fannie B Spies	
	at Oct 10 th , 1901
	A — — —
	R — — —
	Con \$1

Whereas the parties have hitherto held the property hereinafter described in common + now desire to divide the same between them so that each shall hold her own share in severalty

① doth grant + assign unto the said ② her pr + a subject to an original grd rent of \$.01 in each case if demanded all those 3 lots of grd in sd City on the SWs of Hamburg St the 1st beg 87' of the 2nd 101' NW of Sharp St + third beg 26' E of Plum ay each lot fronting 14' on Hamburg St with a depth of 61' to a 3' ay + yielding sub-grd rents of \$35 each as to the 1st + 2nd + \$28 per annum as to the 3rd.

Being the lots of grd des in a deed of partition between the parties hereto + Shepard G Miller + others dated June 16th, 1887 + recd of B No 1145 fo 313tc

execution ok

① { Mathews Hanft ^{SSWA}
 (otherwise known as ^{see note at foot}
 Mathews Hanft) and
 George Hanft ^{SSWA}
 asst to
 John C Kumpf }

RD No 2147 fo 156
 D May 24th, 1905
 W — — —
 R — — —
 Con \$5 + c

① do according to their respective
 interest + estate grant unto ② his
 p r + a

all that lot of grd. at present
 known as No 205 W Hamburg St + more
 fully des in a deed from Herman
 Bredekamp to said Mathews Hanft
 dated Aug 19th, 1878 + recd LR No
 476 fo 360 + c also deed from Mathews
 to Geo Hanft recd JB No 1121 fo 221
 + c

Together with + c
 To H + To H + c unto + to the use of
 said ② his p r + a for all the residue
 + c subject to the payment of the
 rent of \$35.

warrant specially + further
 assurances.

Note signed Mathäus Hanft.

C

John C. Kumpf } ^{s SW a} Rel No 2147 fo 155
 asst to } D May 24th, 1905
 George Hanft } a — — —
 R — — —
 Con \$5+e

① doth grant unto ②. subject to the limitation + condition herein after mentioned.

all that lot of grd in Balto City at present known as 205 W Hamburg St & Beg for the same on the SW s of Hamburg St 87' N W erly from the cor formed by the inter. of the SW s of Hamburg St + the NW s of Sharp St + 14' th N W erly on Hamburg St 14' th S W erly paral to Sharp St 61' to a 3' ay th S E erly binding on said ay with the use thereof in common 14' + th N E erly in a straight line to the beg.

Refers to a deed of even date from Mathews + Geo. Hanft to said ① + recd prior.

Together with +c

To H + To H +c unto + to the use of ② his pr + a for all the term of years +c subject to the yrly rent of \$35 and subject also and reserving there unto Mathews Hanft a life estate in

RL No 2147 fo 155

said premises + with the right to receive
collect + retain the income rents and
profits of said premises for and
during the term of his natural life

warrant specially + further assurances

D

George Strodtman } ^{SSWA} RD No 2048 fo 223
 Asst to } W Dec 9th, 1903
 Elizabeth Kohl } A — — —
 } R — — —
 Cow \$900.

① doth grant + convey unto ② her p r + a

Beg for the same on the SWs of Hamburg St at the distance of 101' N W erly from the corner formed by the inter of the SWs of Hamburg St + the NWs of Sharp St. + 29' th N W erly bounding on the SWs of Hamburg St 14' th S W erly paral with Sharp St. 61' to a 3' ay th S erly bounding on s day with the use thereof in common 14' th N E erly in a straight line 61' to the Beg.

Being the same lot des in an Asst from the Germania American Fire Insurance Co to said grantor June 7th, 1881 + recd F.A.P. No 901 fo 74

Together with + c

To H + To H + c unto + to the use of the sd ② her p r + a for all the residue + c subject to

W RE No 2048 fo 223

the payment of the annual rent of
\$ 35.

warrant specially &
further assurances.

execution of,

Hannah E Wagner ^{SS W W}
 (widow of the late George
 P. Wagner deceased)
 Need to
 Henry Becker

SEL No 2540 fo 255
 D Nov 11th, 1909
 W — — —
 R — — —
 Con \$5 + c and the
 assumption of the following
 mtge.

① doth grant & convey unto the said ②
 his pr + a. all those 2 lots known as No
 209 + 211 W. Hamburg St + des as follows.

213
 211

Beq for the 1st of said lots at the
 cor formed by the intersection of the
 S W's of Hamburg St + the SE S of Plum
 ay + rig th SEarly bounding on Hamburg
 St 26' th SWwardly paral to Plum ay
 61' to a 3' ay th NWwardly binding on
 the N sof sd ay with the use thereof in
 common 26' to Plum ay + th NEwardly
 binding on Plum ay 61' to the beg.

Being the same lot which by sub-lease
 dated Feb 21st 1863 + recd. G E S No 226
 fo 178 + c was sub-leased by Herman Bred-
 ekamp unto Conrad Wagner who by
 2 sub-leases. one dated July 2nd, 1880 +
 recd. F. A. P. No 873 fo 381 + c the second dated
 May 4th, 1894 + recd. J B No 1501 fo 8 sub-
 leased the NW half said lot unto Louis

JRS

set No 2540 fo 255

b. Wenchel suby to the payment of the 2 annual sub-rents of 1 cent as reserved by said 2ndly mentioned sub-lease & of \$26 as reserved by said 1st mentioned sub-lease payable in even & equal semi-annual installments on Jan'y & July 1st in every year and.

Being also the same lot which by deed dated May 4th, 1894 was conveyed by Conrad Wagner to Geo P Wagner & Hannah E Wagner his wife & read JB No 1501 fo 10 &

beg for the 2nd lot of grd on the line of the SWs of Hamburg St at the distance of 26' Eerly from the inter of the SEs of Plum ay & the SWs of Hamburg St & 29th Eerly bounding on Hamburg St 14' th Serly paral with Plum ay 61' to a 3' ay th Werly paral with Hamburg St & bounding on sd 3' ay with the use of the same 14' & th Werly paral with Plum ay. 61' to the beg.

Being the same lot of grd which by deed dated Feb 13th, 1889. was conveyed by Conrad Wagner to Geo Philip Wagner & Hannah E Wagner his wife subject to the life estate of Conrad Wagner & Maria Wagner.

78

set No 2540 fo 255

who are now both deceased + recd JB
No 1229 fo 421 + c

Together with + c

To H + To H + c. to the use of the said
② his pr + a for all the residue + c
subject to the annual rent of \$52.
payable in equal 1/2 yrly installments
on Janry + July 1st + c + particularly
with the right to collect the aforesaid
2 sub rents of one cent + \$26. payable
out of the lots subleased as aforesaid
subject however. to the estate terms +
interest of the said sublessees. their
pr + a. and subject to the payment
of the annual rent of \$28 payable on
Janry + July in equal - installments
on the 2nd des. lot.

warrant specially. + further assurance

execution ok

Louis C Wenchel }
 Mtge to }
 Puritan Perp Bldg }
 + Savings Asso }
 }
 } RE No 2224 fo 177
 } D - Apr 6, 1906
 }
 } amt of Loan \$700

Beg at SE cor of Hamburg St +
 Plum ay th S Ewardly 13' th SW-
 wardly 50'

SSWA }
 Puritan Perpetual }
 Bldg + Saving Asso }
 of Balto City }
 Release to }
 Louis C Wenchel }
 }
 } RE No 2278 fo 507
 } D Oct 11th, 1906
 } a - - -
 } R - - -
 } Cou

① doth grant + release unto ② his
 p r + a - all those lots in a
 mtge RE No 2224 fo 177 free + clear
 from the operation of sd mtge

South Balto Progressive ^{SSWA}
 Perpetual Building +
 Loan Assn of Balto City }
 Release to: }
 Louis C Wenchel }

Rel No 2224 fo 177
 D Apr 6th, 1906
 a - - -
 R - - -
 Con & 1tc

① doth grant + release unto ② hisp
 r + a - all those 2 lots des in 2
 mtges from said ② to ① dated Jan'y
 7th 1902 + recd Rel No 1938 fo 113 +
 Rel No 2122 fo 222.

Louis C. Wenchel	^{SSWA}	} Rl No 2247 fo 188
Conrad Wagner	^{SSWA}	
deed to		
Henry F. Walters		
Annie L. Walters	his sister	
		D June 15 th 1908
		a — — —
		R — — —
		Con \$5 + c

① do grant & convey unto ②. as tenants by the entireties their & the pr & a of the survivor

beg for the 1st thereof at the corner formed by the inter of the SWs of Hamburg St & the SEs of Plum ay & r^g th SEwardly binding on Hamburg St 13' th SWwardly paral with Plum ay & through the centre of the par wall between the house on the lot now being des and of that erected on the lot adjoining thereto on the SE 50' th N Wwardly paral with Hamburg St. 13' to Plum ay & th N Ewardly binding on Plum ay 50' to the beg.

Being a part of the lot of grd which by sub-lease dated Feb 1863 & recd GEG No 226 fo 173 was sub-leased from Herman Bredekamp to said Conrad Wagner also being the same lot des in a sub-lease

718

Ro 2247-188

from Conrad Wagner to said ① dated
July 2nd, 1880 + recd F. A. P. No 873 fo 38th

Together with +

To H + To H + c unto ② as tenants
by entireties their a + the p r + a
of the survivor for all the residue +
the 1st lot being subject to the
yrly sub-rent of \$ 26 payable on
Jan^y + July 1st

And the said Conrad Wagner joins
in the execution of this deed because
of the life-interest reserved to him
in + to the second lot herein des as
will appear by reference to said sub
lease from him to the said Louis
C Wenchel dated May 4th 1894 +
recd JB No 15 01 fo 8 + does hereby grant
+ convey unto the ② all of his right
title and interest in + to said
prpty.

warrant specially + further
assurances.

note Wagner's name in granting
clause is Wagnor

execution ok.

330' N of Cross St.

Howard St

87
12

63-6
25
87-1

Rel- 9/13/38 to 5/97
1373 to 343
1388 to 382
1182-4

N

M

75

L

Deed 2293 to 401 - also - the rent
2364 to 159 als
asst 2255 to 215 1503 30
1506 to 412 ok ^{Rent} Leasehold

K fee simple

1788 to 307

223

Leasehold - rent 1950

J

1760 to 167, 1760 to 337

223

Deed 2731 to 891 als
of rent ok

221

I

Leasehold?

1552 to 145 als

219

1549 to 273

1291 to 246, 244

1229 to 421

H

fee

215

Hamburg St

Suchler

Plum Alley (20' alley)

154-9

Ss Hamburg St
between Plumay &
Howard St.

lots H to N inc

H

Herman Beckman -
Rosina Beckman -
mtge to his wife
German Savings Bk
of Balto City

JB No 1519 fo 273
d - Sept 6th 1894

amt of loan
\$500. - 1 yr

① do grant & assign unto ② its rep & a
3 lots -

beg for the 3rd at the cor formed
by the inter of the Sernmost side
of Hamburg St & the Wernmost s
of Plum ay & rg th Serly bounding
on the Wernmost side of Plum ay
60' th Werly paral with Hamburg
St 32' ± to a lot leased by Ann
C. Beall to the said Henry Strodt-
man by lease recd G.S. No 139 fo
274 + c th Nerly bounding on said
lot 60' to Hamburg St & th Erly on
the Sernmost side of Hamburg St
32' ± to the beg.

Being the same 3 parcel which
by deed dated May 5th 1890 & recd
JB No 1291 fo 244 & c was assigned
by Herman H. Vordemberge & wife
to ① - the 3rd lot in fee simple
together with the + c
to H & Jo H the 3rd lot unto ② its r & a forever in fee simple

2/32
1/16

I

Bertram A Beall ^{SSWA} } SEL No 2731 fo 91
Lucy K. Beall, his wife ^{SSWA} } d Apr 13th, 1912
Deed to } W - - -
The Auxiliary Realty Co } R - - -
of Balto City } Cov \$5+

① do grant & convey unto the said ②.

all that lot in Balto City &c which are known as Nos 209-221 W Hamburg St &c - Beg for the same at a point on the Ss of Hamburg St distant 32' Werly from Plum ay + rg th along Hamburg St W 24' by a depth Serly of 60'

Being the same lot des in a lease from Ann C. Beall to Henry Strodtman dated Nov 19, 1857 & recd LES No 139 fo 274 said lease creating an original annual irredeemable grd rent of \$30 & there being nothing to show that said grd rent has ever been legally divided unto 2 parts although it has been at various times referred to as 2 grd rents

For title see deed from Benj B Beall & wife to Ann C Beall dated Sept 26th, 1848 & recd AWTB No 402 fo 159 said Ann C Beall having died on May 9th, 1911 leaving a Will duly probated in Balto City in Will book No 110 fo 234 by which will

\$39.

I

see No 2731 fo 91

said grd rent or grd rents are given absolutely to her nephew the said Bertram A. Beall (For her estate see Estates Book No 4 fo 181- Inventories No 201 fo 198 accts No 209 fo 567)

230.

Together with &c. & especially the right to collect the aforesd grd rent of \$39

To H & So H unto the said (2) its suc & a in fee simple subject only to the operation of the aforesaid lease.

execution ok

Is the rent \$30 or \$39.

19
19
29

I

Morris Klatzky +
Ida Klatzky
his wife
Mtg to
Meyer N. Goldstein

SC L No 2687 fo 164
D Sept. 22nd, 1911
A
R
Amt of Loan
\$2500. - due 5 yrs.
7 lots

Req for the second on the Ss of Hamburg
St at a point distant 56' W from Plum
ay + rg th E on Hamburg St 12' with
a depth of 57' to a 3' ay.

For title see deed from Harris Wein-
berg to said ① dated June 17th 1911 +
reced SC L No 2667 fo 129 subject to
the operation and effect of prior
mtges upon sd lots of grd + recd
prior.

So H + So H + c unto ② his ex adm + a
for all the residue + c

Harris Weinberg ^{SSWA} } SEL No 2667 fo/29
 asst to } D June 7th, 1911
 Morris Klatzky + } a - - -
 Ida Klatzky, his wife } R - 17th -
 Cou \$5 + c

① doth grant + convey unto ② as tenants by the entireties the survivor of them their a the pr + a of the survivor all those lots of grd which are part des in a deed from Morris Klatzky to said ① of even date herewith + recd prior

Together with + c
 To H + To H the sd des lots of grd + premises in which the said ① has a sole interest unto + to the use of the said ② as tenants by the entireties the sur of them their a the pr + a of the survivor for all the residue + c subject to the payment of the annual rents for which said lots of grd are respectively liable.

To H + To H all the right title + estate of the said ① in + to the remainder of said lots (in which he has an undivided half interest) unto + to the use of the said ② as tenants by the entireties the survivor of them their

I

se 2667 fol 29

a + the p. r + a of the sur for all the
residue of the term of yrs + c. subject to
the payment of the annual rents for which
sd lots of grd are respectively liable

warrant specially + further
assurances.

execution ok

Morris Klatzky ^{SSUSA} } set No 2664 fo 440
 asst to } D - June 7th 1911
 Harris Weinberg } a — — —
 } R — — —
 Con \$ 5 + c

- ① does grant + convey unto the said
 ② his p r + a

x . x
 a lot of grd on the Ss of Hamburg.
 St beg at a point distant 56' W from
 Plum ay + rg th E on Hamburg St
 12' with a depth of 57' to a 3' ay

Being the same lot which is
 more particularly des in a deed from
 Moses Zalis to sd ① dated Sept 18,
 1906 + recd RL No 2272 fo 160 + c

Together with + c

To H + To H + c unto ② his p r + a
 for all the residue subject to the
 rents which said lots are respecti-
 ly liable

warrant specially + further assurance

I

Morris Klitzky } SCL No 2451 fo 260
 Mtgts } W - June 1st, 1908
 Samuel A Katz }

Being the same lots of grd which by deed of even date recd prior where conveyed by ② + wife to ①

Samuel A. Katz ^{SSWA} } SCL No 2588 fo 171
 Rel to } d June 14th, 1910
 Morris Klitzky } a - - -
 R - - -

Con \$1 + premises
 Recites that ① is the holder of a mtge from ② to said ① dated June 1st, 1908 + recd SCL No 2451 fo 260 + c and whereas the sd ② having fully paid + satisfied the sd mtge is entitled to have the prpty thereby effected released from the operation and effect thereof

① does hereby release the sd mtge + grant the prpty thereby effected unto the said ② his pr + a to be held by them in the same manner as if the

I

sd 2588 fo 171
release

sd mtge had never been made

Samuel A. Katz ^{SSWA} &
 Rebecca Katz, ^{SSW} his wife
 deed to
 Morris Klatzky

S&T No 2451 fo 257
 N June 1st 1908.
 A — — —
 R Sept 25th —
 Csw \$5 + c

① do grant & convey unto the said ②
 his h p r & a
 all their rights title interest & estate
 in & out of all those several lots
 41 lots.

Beg for the Third on the Ss Hamburg
 St 56' W from Plum ay. & 29th E on
 Hamburg St 12' th S 57' to a 3' ay
 being the same lot of grd which
 by deed dated Dec 22nd, 1906 & recd
 RL No 2298 fo 136 + c was conveyed by
 Morris Klatzky to said Samuel A.
 Katz suby to the payment of the
 annual rent of \$19⁵⁰ payable on Mar
 & Sept 1st.

Subject to the legal operation &
 effect of the mtge through which
 the properties conveyed by this deed
 are liable which mtges the grantee
 hereby assumes & covenants to
 pay when due. & payable
 To H + JoH + c to the use of ② his p

I

SEL No 2451 f0257

r + a for all the residue + c. subject to
the payment of the annual rents
aforesaid

warrant specially + further
assurances.

execution ok.

Michael Mc Neal ^{SSWA}	} JB No 1552 fo 145
Asst to	
Adolph Klaassen & Elisabeth Klaassen	
his wife	
	W July 31 st , 1888
	A — — —
	R <u>Apr 6th, 1895</u>
	Con \$ 10 25.

① doth grant unto the said ② & unto the survivor of them their a & the p r t a of the survivor of them.

Beg for the same on the Ss of Hamburg St at the distance of 32' W wardly from the SW cor of Hamburg St & Plum ay which point of beg. is intended to be at the SW cor of an ay way 2' 6" wide & 33' deep which is to be left open for the use in common & r g th W wardly bounding on Hamburg St 12' to the centre of the par wall there being th Swardly through the centre of said par wall & continuing the same course in all 60' th Ewardly paral with Hamburg St 12' & th W wardly by a straight line to the beg.

Being the same lot of grd which by a deed dated Oct 12th, 1869 & recd LR No 439 fo 194 etc was demised & sub-leased by Henry Strodtman to said ①

I

JB No 1552 fo 145

Together with &c
to H & to H &c unto & to the use of the
said (2) and unto the survivor of them
their assigns & the survivors p r & a for
all the rest & residue &c subject to
the payment of the annual rent of
\$19.50 payable in even & equal semi
annual instalments on Mar & Sept
1st &c

warrant specially & further
assurances.

note date of record

I

William Miller }
Deed to }
Henrietta Miller }
SSWA }
All No 1768 fo 337
D Dec 31st, 1898
a — — —
R — — —
Con \$5.00

① doth grant unto ② her pr + a

Req for same on the SS of Hamburg
st 56' W from Plum ay + rd th E
on Hamburg st 12' to the centre of
the par wall between the lot now
being des +c th S 57' x W 12'.

Being one of the lots des in an
Asst from Christian Miller to
said ① dated Mar 19th 1891 + recd
JB No 1334 fo 492 +c
Together with +c
To H + To H +c unto ② her p
r + a for all the residue +c
subject to the payment of the annual
rent of \$19.50 payable on Mar
1st in every year.
warrant specially + further
assurances.

execution ok

I + R

Christian Miller ^{SSWA} } JB No 1334 fo 492
 otherwise called Muller }
 asst to }
 William Miller } a - - -
 } R - - -
 } Con \$1225.

① do the grant unto the said ② his
 pr + a - 2 lots.

Req for the 1st on the Ss of Hamburg
 st 56' W from Plum ay + rg th E
 on Hamburg st 12' to the centre of the
 par wall between the lot now being
 des and the adj. lot to the E th S
 through the centre of sd wall +
 paral with Howard st 57' to a 3' ay
 with the use thereof in common
 th W paral with Hamburg st + along
 said ay 12' th N paral with Howard
 st to the beg

Being the same lot of grd which
 by deed dated Sept 7th 1868 + recd
 LR No 390 fo 2481c was assigned by
 Henry Stodtman to said grantor
 under the name of Christian Miller
 suby to an annual rent of \$19⁵⁰
 payable semi annually on Mar +
 Sept 1 in every year

and Req for the second on the
 line of the Ss of Hamburg st at the

I + K

903 1334 to 492

distance of 87' Eerly from the SE cor
of Hamburg + Howard sts + rgt th
S paral with Howard st 60' ± to an
ay 3' wide th Eerly binding on sd
ay + with the right + privilege of
the same with others in common
12' th 760' ± to Hamburg st + th
W. binding thereon to the beg.

Being the same lot which by
Lease dated June 18, 1869 + recd
GR No 426 to 383 was leased by
Geo Villmar + wife to said grantor
under the name of Christian Mueller
subject to the annual rent of \$27
payable Jan + July 1st

Together with + c

To H + To H + c unto + to the use
of the sd (2) his pr + a for all
the residue + c. subject to the
annual rent aforesd.

warrant specially + further
assurances.

execution ok

87
9-29

K

William Miller ^{SSWA} } RD No 1788 fo 307
deed to }
George Villmar ^{SSWA} } D May 16th 1899
a — 17th —
R — 18th —
Con \$1

whereas by lease dated June 18th, 1869
+ recd GR No 426 fo 383 + the land
hereinafter des was demised + leased
unto a certain Christian Mueller for
99 yrs + subject to an annual rent of
\$27.

and whereas the lease hold estate of
said Lessee was conveyed by him to
said William Miller by deed dated
Mar 19th, 1891 + recd GB No 1334 fo 492
and whereas the said ① is desirous
to yield up + surrender to the said Geo
Villmar the parcel of grd demised
as aforesaid. + to be released from
the further payment of the yrly rent
① both yielded up + surrendered +
doth hereby yield up + surrender
unto the said ② his h + a the
parcel des in sd lease

To H + To H +c unto the sd ② his
h + a forever the same to every intent
asthough the sd Lease had never been
made.

(over)

K

RD No 1788 fo 307

and the (2) doth release + forever discharge
the said (1) his pr + a from the further
payment of the aforesd. yrly rent
in the sd lease mentioned + reserved.

execution ok

Virginia S Lange ^{SSW or} }
 (widow of Christian }
 H Lange) }
 deed to }
 Emma F. Zinkand + }
 Laura V Lotz }

SE L No 2393 fo 401
 D Aug 26th, 1907
 W — — —
 R Dec 23^d —
 Con \$40⁹³

① doth grant unto ② as tenants in
 common their v each — their heirs v a
 in fee simple all her dower right title
 and interest — 3 lots.

x x and beg for the 3rd lot on the Ss
 of Hamburg St at the distance of 63'6" fr
 the SE cor Howard St fronting on Hamburg
 St 24' with an even width for depth 57'
 6" to an ay 3' wide with the use thereof
 in common

63'-4

Being the same 3 lots + annual
 rents issuing thereout which were by
 deed dated Mar 29th, 1861 + recd GCS
 No 211 fo 121 + conveyed by John H Lange
 to Kunniqunda a Lange also called
 Jeannette Lange in fee simple who
 has since died intestate unmarried
 and without issue surviving her
 leaving as her only heir the ② her
 only surviving sisters + the said
 Christian H. Lange her only surviving

L

scL No 2393 fo 401

brother who has also died without
issue and intestate leaving the said
① his widow surviving

Together with &c and especially the
annual rents of 1 x x \$39. issuing
out the 3^d lot. under the lease
creating them.

To H + So H all her dower right title
interest and estate in + to the said
rents &c unto ② as tenants in
common their + each of their h +
a in fee simple

Subj. however to the term estate
+ interest of the lessees under
said leases. + those claiming
by from or under them

warrant specially + further
assurances.

note Virginia signs Virginia

Emma F. Zinkand + ^{SSW} a	} RO No 2364 fo 159	
Emil C. Zinkand, her hus ^{SSW} a		W Aug 29 th , 1907
Laura V. Lotz + ^{SSW} a		a — — —
William H Lotz, her hus ^{SSW} a		R — — —
Deed to		Cow \$1 + c
George H. A. Stroebel +	}	
Mary E. Stroebel, his wife		

whereas the (2) are the owners of the leasehold interest in the herein after des lot of grd by means of certain mesne conveyances and

whereas John H Lange + wife did on May 19th, 1855 lease the prpty herein after des to Herman Marberger recd E D No 83 fo 383 + c suby to the annual rent of \$39. which rent by the terms of said lease was redeemable at any time as set forth in said lease.

and whereas by deed dated Mar 29th, 1861 + recd GCS No 211 fo 121 said John H Lange + wife conveyed the said herein after des lot of grd to Kunigunda A Lange subject to the above mentioned lease + it provisions

and whereas said Kunigunda A. Lange died intestate + unmarried

L
RD 2364 fol 159

leaving surviving her one brother Christian
H Lange and four sisters Emma F Zinkau
Laura V Lotz, Adelheid Lange and
Gesine J Lange being her next of kin
and sole heirs at law &

whereas the said Christian H Lange
Adelheid Lange & Gesine J Lange died
unmarried & intestate and whereas
the (2) have offered to redeem & extinguish
said rent according to the provisions
of said Lease

(1) do grant & convey unto the said (2)
their h & a in fee simple

beg for the same on the Ss of Ham-
burg St at the distance of 63' E from
the SE cor of Hamburg & Howard
Sts & rly th S paral with a 3' ay 57' 6"
to an ay 2' 6" wide th E binding on
said last mentioned ay 24' th N
57' 6" paral with said 3' ay. to Ham-
burg St & th W on Hamburg St 24'
to the beg.

Being the same lot of grd &
premises referred to in the Lease &
deed above mentioned

together with &c

to H & To H &c unto &c (2) th h & a forever

L

RD No 2364 fol 59

in fee simple to the end and intent
that the aforesd leasehold interest
shall be forever merged + extinguish
ed

warrant specially + further
assurances.

N

Margaret J Cook +
Christian Cook
her hus

Mtge to
Horatio H Webster

JB No 1338 fo 382

D Apr 13th, 1891

a

R

amt of loan

\$600

Beq for the same at the corner
formed by the inter of the Sermmost
side of Hamburg St + the Eermmost
side of Howard St + rgy th Serly bound-
ing on Howard St 12' to the N Wermost
cor of a lot of grd heretofore sold by
John Brooks to a certain James Johnson
th Erly along the Nermmost outline
of Johnsons grd 60' th Nerly paral
with Howard St 12' to the Sermmost S
of Hamburg St + th Werly binding on
the Sermmost S of Hamburg St 60' to
the beg.

Being the same lot which by a
deed dated Oct 31st 1876 + recd LR
No 764 fo 529 was assigned by Charlotte
Stackhaus unto Margaret J Cook
subject to the annual rent of \$18

folio 577

for value received I hereby release the within
named mtge - Wit my hand & seal this apt 9th,
1908 - Horatio H Webster (seal)
Jest
W. B. Howl

Recd June 30, 1911

N

Charlotte Stockhouse ^{SSWA}
 asst to
 Margaret Isabella Cook
 (her daughter.)

LR No 764 fo 524
 D Oct 31st, 1876
 a - - -
 R Jan 24, 1877
 Con \$ 5 + c

① doth grant + assign unto ② her p 2 + a

Req for same at SE cor Howard +
 Hamburg th serly 12' x Erly 60' + c

Being the same lot which by indenture
 dated Apr 4th, 1861 + recd LRS No
 207 fo 375 was ^{sub}leased by John Brooke
 to Christian Koch sub to the pay-
 ment of the yrly rent of \$18 payable
 1/2 yrly + c also refers to asst from
 Koch to ① recd LR No 357 fo 130.

To H + To H + c unto ② her p 2 + a
 + c subject to the clear yrly rent
 of \$18.

warrant specially further assurance

- ① Sarah Wheeler ^{SSWA}
widow
 - ② { Joseph Columbus Wheeler ^{SSWA} +
Sophia B Wheeler ^{SSWA}
deads ^{SSWA}
 - ③ Sarah Cornelia Sweany
wife of John H Sweany
- SR 467 fo 290
 D June 6th, 1870
 a - - -
 R - - -
 Con \$1

Recites that Bauch Wheeler did by his will now recorded in Balto City in N.H No 27 fo 502 + c

① + ② + c hath according to their several & respective estates & interest rights & titles in & to the prpty &c granted bargained & sold re unto ③ her h & adm & a all those lots &c

Req for the 6th at the S E cor of Hamburg & Howard sts & 24th S on Howard St 24' th for a depth E 60' th N to Hamburg 24' + th W on Hamburg St 60' to the beg

Refers to lease awB No 4 25 fo 396 - subject to the rent of \$36 Together with &c & especially the oforecd rents &c

To H & To X &c unto ③ her h & a forever

subject however to the estates &
of the above named Lessees &c

and the ③ + John H Sweany her
hus covenant to pay to ① during
her life the sum of \$300 which
sd prpty is charged in even &
equal payments \$75 each
accounting day.

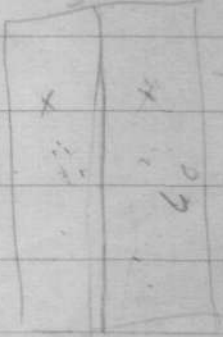
signed & sealed by John H Sweany
also ack by him

execution ok.

14852

Hamburg St

E of Plum ay



S. S. HAMBURG STREET FROM SHARP TO HOWARD.

anna b Ross
1000 - Eutaw - Leasehold ^{or Ross} X
for life - remainder ^{to} Rosina Louisa Ross -

lot 29' x 70' ~~asst~~ as 16 x 70

asst ~~at~~ 533

Imp \$1000

con in asst \$5.

Rent - \$48 - Mary E B. Purnell

^{Hamburg}
405 - ^{Husimple} Same as above - Antonia
Ross remainder ~~asst~~ lot 13' x 66 ^{Land Rec} asst

~~as~~ 13' x 63 Tax Recs

asst ~~at~~ 325

Imp 800

Con \$5

~~Rent Ella R Ross~~

407 - Same as above - Ella R

Ross remainder. size 13' x 66
asst ~~as~~ 12' 8" x 63 Tax Recs. ^{Land Rec}

asst ~~at~~ 317

Imp 800

In fee - Con \$5 in lot
asst

409 - In fee - ~~Catharine a Meyer~~
life estate Anna b Ross or Ross
Remainder Catharine a Meyer +
Rosa L Eigenbrod - Con \$5
Asst. Size ~~18'6" x 63~~ - 13' x 66
- asst 12'6" x 63
Con last asst 313
Imp. 800
Con in last deed \$5

411 - Leasehold - John H Morrow
size - 17' x 66 asst 17' x 66
asst 425
Imp 800
Con in last \$300. (1897)

Rent - \$51 - Mary A Conine is
Con \$9,699.16 (82)

413 - Leasehold Ann Maria
Davis - 13' x 63
asst 325
Imp 600
Con in asst \$140. - (1896)

Rent 39 - Edward Bury + Annie
Louise Bury

415 - Leasehold W^m Lotz + Laura
Lotz his wife
13 X 63

Asst 379

Imp 1350

Con \$800 - (1902)
~~Rent~~

Rent 39 - Edward Bury + Annie
Louise Bury

417 - Leasehold - Daniel Trumpe
+ Caroline Christine Buckey

size 15' x 60

Asst 438

Imp. 800

Con \$10 in last asst - 1911

~~sold at auction sale Oct 10, 1911 \$450~~

Rent \$67⁵⁰ - Sarah J Bull, Benja-
min H. D Bull, Mary J Leverin
Robert Berry Bull, Jennie C.
Bull. -

419-21-23 - Leasehold - Otto

Bregenzler -

size - 12' x 60

11'2" x 56

11'2" x 52

No.	asst	Imp
-----	------	-----

419	288	500
-----	-----	-----

421	288	500
-----	-----	-----

423	288	500
-----	-----	-----

Con \$5

Rent of 33 each - Thomas H
Gauthier - Con 1650 (1907)

425 - Leasehold Isaac C Connor
and Louisa Connor, his wife
lot 12' x 89 - asst 12' x 48,
asst 350

Imp 700

Con in Trust \$5.

Rent \$57 - Trustees of the M.E.
Ch of the Fayette St Station in Copf B
Con \$2230 - 1900

427 - Leasehold - Emanuel
Banks - size 14' x 79
~~by ^{lost} 14' x 50~~
asst 350
Imp 500
Con \$1

Rent 60 - Elizabeth Pangiris -
con \$1200. - 1900

429 - ~~Emma B Seager Jr.~~
Leasehold - Abraham
Schapiro - size 14' x 68 - asst
as 14' x 70
asst 350
Imp 500
Con \$5

Rent \$36 - Emma B. Seager
Trustee - con \$600 - 1900

431

Fee simple - Henry W King
single ~~ring~~ 65'8" x 57'1/2" by irreg.
asst 427
850
Con \$5 + C

SW cor Hamburg + China ay
W 15 X 60

grd R = 67

Nov 18, 1911

450

Oct 10, 1911 auction sale

N

417 - Hamburg st.

450

GR 67⁵⁰

The information not in

time for appeal gone on
Stockholm st -

David M Prime - Est.

~~at~~ average 4' above
grade - cost 4400

in 2 weeks - working on
same now

Judge L. J.E.K.
Cole =

150' N Fremont China St

Rent \$39 ok leasehold ok 415	1980-96 1983-17	2658.3%
Rent \$39 ok leasehold ok 413	1985-17	2657.7%
leasehold ok Rent \$51 ok 411		

in fee - suby to life estate 409	1979-1980	2094.2%
in fee - suby to life estate 407	1981-1985	2094.2%
in fee - suby to life estate 405	1986-1991	2094.2%

Hamburg

leasehold ok
suby to life estate
Rent ok
2117-556
2129-1
2092-103

92

280' N Fremont

Eutaw St

Present owner of all
houses on the Ss of Hamburg
that are affect by the Hamburg
bridge.
Consideration in last deed.

Sharp to Howard Sts
Eutaw to Warner Sts.

Ss Stockholm St bridge

Find out tax assest.

Appeal or etc of tax rate.

Judge Leaser will furnish
tax appeal.

150
160
20
3 36

Warner St

2764 10144
2383 10449
2301 10463

Per Sample
431

Hamburg St

Fremont

Leasehold ok
Rent \$36 ok 424
No 424 W Hamburg

Leasehold ok
Rent \$60 ok 427

Leasehold ok
Rent \$57 ok 425

Leasehold
rents ok Rent \$33 423

Leasehold
rents ok Rent \$33 421

Leasehold
rents ok Rent \$33 419

Lease
Rent \$0 ok
2707-557

135' N Fremont

China St

2394-244
1835-556
1891-149
1892-303
2204-264
2351-113
2356-130
2351-113
2356-130
2357-113
2356-130
2707-557

Block 926

✓ ~~2764 fo 144~~ - located abs

~~2742 fo 282~~ abs

✓ ~~2720 fo 238~~ located abs

✓ ~~2701 fo 116~~ " - same as 2789

✓ ~~2204 fo 269~~ ^{265 + 264} Release located

✓ ~~2650 fo 390, 389~~ located abs

~~2407 fo 557~~ - Release located

~~2424 fo 456, 457~~ abs Relat. 2279 fo 1398

~~2407 fo 556, 1~~

~~2356 fo 138~~

✓ ~~2351 fo 113~~ same as 2356 fo 138 "

~~2343 fo 470~~

✓ ~~2343 fo 484~~

~~2337/65~~

✓ ~~2335 fo 398~~

✓ ~~2335 fo 65~~

~~2335 fo 17~~, 65

~~2329 fo 216~~ located

~~2306 fo 483~~

~~2279 fo 398~~ this is released

✓ ~~2215 fo 380~~

~~2166 fo 494~~

~~2152 fo 372~~

~~2042 fo 180, 101, 98, 103~~ abs

~~1980 fo 96~~ abs

~~1845 fo 303~~

~~1835-54, 56~~

~~1839-199~~ abs

~~1829-170~~

~~1828-204~~

~~1824-439~~ ~~1744-145~~

~~1646-424~~

~~1683-230, 231~~

~~1646-426, 424~~

~~1633-17~~

~~1622-331~~

~~1576-470~~

~~1511 f0439~~

~~1453 f0609~~

~~1432 f041~~

~~1386 f0251, 252, 45~~

~~1383 f0108.~~

~~1374 f0398~~

~~1336 f0142~~

~~1308 f0285, 286~~

~~1285 f0145~~

~~1230 f047, 44~~

~~1226, 55,~~

~~1218 f0267~~

~~1161 f055~~

~~1153 f0416~~

~~1141 f0149~~

~~1027 f0289~~

~~1099 f0542~~

~~1126 f0539~~

1870

Eutaw

Mary E. B. Purnell
widow
mtge to
Mortgage Guarantee
Company

Deed No 2407 fo 1
D- Mar 5th, 1908
amt of loan \$3000
due 3 yrs &c

x x

Req for the second thereof at the corner formed by the inter of the Ss of Hamburg St & the Ws of Eutaw St & 29th the Ssly binding on Eutaw St 29th the Wsly paral with Hamburg St 70' to an ay 3' wide opened & to be kept open for the use & benefit of the grd hereby conveyed & the grd binding on sd ay belonging to John Berry the Nsly on sd ay 29th & the Ely binding on Hamburg St to the beg.

1,000
Eutaw

John Berry
to
De Witt C.
Morgan
Sake

Being the same lot which by lease dated Dec 13th, 1848 & recd awB No 406 fo 67 etc was demised & leased by John Berry to Geo C Ross rent \$48 x x x

The 3 reversions in fee & rents were allotted absolutely to the sd ① in the partition of the estate of John Berry in the case in the Cir Ct of S.C. entitled John S Berry vs De Witt C Morgan

2541

202 2407-1

et al being Share 7 lots Nos 62 + 48 -
Share 3 - lot No 51

To H + To H + c unto (2) its suc +
an in fee simple subject however to the
leasehold interest + c

For value received the (2) hereby assigns ^{folio 556}
the within mtgc unto Joseph Gump -
dated Mar 18th, 1908

Jm H Duncan ^{copy} sec ^{signed} Edgar G Miller Jr
Pres (2)

Recd Mar 18th, 1908

For value received I hereby release ^{folio 559}
the within mtgc - dated Mar 8th,
1911

Jest Jno H Duncan Joseph Gump ^{signed}

Recd Mar 8, 1911

Anna C Ross ^{SSWA} } Rel No. 2042 fo 101
 otherwise Ross widow } D Oct 31st, 1903
 Deed to } a — — —
 Antonia Ross } R Nov 2^d —
 Con \$5 + c

① doth grant & convey subject to the reservation of a life estate as hereinafter mentioned unto the said ② her h + a in fee simple

Beg for the same on the line of the SWernmost side of Hamburg st at the distance of 73' NWwardly from the cor formed by the inter of the SWernmost side of Hamburg st & the NWernmost side of Eutaw st which beg is designed to be at the cor of Hamburg st & an ay 3' wide laid out for common use rq SWerly from Hamburg st & paral with Eutaw st & rq th NWerly bounding on the SWernmost side of Hamburg st 13' to the centre of a par wall there situate th SWerly paral with Eutaw st 66' th SEerly paral with Hamburg st 13' to the NWernmost side of said 3' ay th NEerly bounding there on 66' to the beg. subject to the leaving open of an ay 3' wide at the SWernmost end of sd lot for the use of the owner

RD No 2042 fo 101

and occupiers of the 2 houses next adjoining to the W. of the lot above des.

Being a part of the lots of grid conveyed by Henry Kammer + wife to the said Grantors by deed dated Apr 22, 1885 + recd. JB No 1046 fo 221

Together with &c

To H + To H +c to the use of (3) her h + a in fee simple reserving however to the said Grantors the right to use occupy + possess the lot of grid + premises above des + to take receive and collect the rents + income thereof for + during the term of her natural life.

warrant specially + further assurances

execution ok

Anna C. Ross ^{SSWA} } All No 2042 fo 98
 otherwise Ross widow } D Oct 31st, 1903
 deeds } a — — —
 Ella R. Ross } R Nov 2nd, —
 Con \$5 + c

① doth grant & convey subject to the reservation of a life estate as herein after mentioned unto the sd ② her & a in fee simple

Beg for the same on the line of the SWermost side of Hamburg St at the distance of 86' Nwardly from the corner formed by the inter of the SWermost side of Hamburg St + the NWermost side of Cutaw St + at the centre of a par wall there situate + sq th NWerly bounding on the SWermost side of Hamburg St 13' to the centre of another par wall th SWerly paral with Cutaw St + through the centre of sd last mentioned par wall 66' th SEerly paral with Hamburg St 13' to intersect a line drawn through the centre of the 1st mentioned par wall + th NEerly reversing the line so drawn + bounding thereon 66' to the beg subject to the leaving open of

RU No 2042 f 98

an ay 3' wide at the Sernmost end of
said Lot for the use in common of the
owners + occupiers of the lot next adjoin-
ing on the W + with the right to said
Grantor to the use of an ay 3' wide with
which sd 3' ay above named communi-
cates

Being a part of one of the lots of
grd conveyed by Henry Kammer +
wife to the said Grantor by deed
dated Apr 22^d, 1885 + recd GB No 1046
fo 221

Together with &c

To H + To H + c. unto + to the use
of the said (2) her h + a in fee simple
reserving however to the Grantor the
right to use occupy + possess the lot
of grd + premises above dest + to take
receive + collect the rents + income
thereof for + during the term of
her natural life.

warrant specially + further
assurances

execution ok.

Anna C Ross ^{SSWA}
 (otherwise Ross) widow,
 Deed to
 Catharine A. Meyer +
 Rosa L Eigenbrod

RD No 2042 for 100
 D Oct 31st 1903
 a — — —
 R Nov 2^d —
 Con \$5 + c

① doth grant + convey unto ②
 their h + a in fee simple

Beg for the same on the line
 of the Sernmost side of Hamburg St
 at the distance of 99' NWwardly from
 the corner formed by the inter of the
 SWernmost side of Hamburg St + the
 NWernmost side of Eutaw St + at the
 centre of a par wall there situate
 + r g th NWerly bounding on the SW-
 ernmost side of Hamburg St 13'
 to the Wernmost outline of the said
 Grantor's lot th SWerly on said
 outline paral with Eutaw St 66'
 th SEerly paral with Hamburg St
 13' to the Wernmost end of an ay
 3' wide with the use of sd ay + another
 3' ay with which it communicates
 th NEerly bounding thereon + through
 the centre of sd par wall 66' to the
 beg.

Being one of the lots conveyed by

RD No 2042 fo 150

Henry Kammer + wife to the said
Grantor by deed dated Apr 27th 1885
+ recd. JB No 1046 fo 221

Together with + c

to H + Lo H + c unto + to the use
of the said Catharine a Meyer +
Rosa L. Eigenbrod their h + a in
fee simple reserving however
to the said Grantor the right
to use occupy + possess the lot of
grd + premises above described
+ to take receive + collect the
rents + income thereof for + during
the term of her natural life

warrant specially + farther
assurances.

SSWA

John S Berry & }
 Emily H Berry }
 his wife }
 deed to }
 Mary A Conine }
SSWA

FAP No 922 fo 286
 d Feb 13th, 1882.
 a — — —
 R — — —
 Con. \$ 9,699.16.

① do grant & convey unto ② her h + a
 in fee simple

Req for the fifth lot at the distance
 of 26' S Eerly from the SW cor of Hamburg
 St + China ay + rly th S Ewardly bounding
 on the SW's of Hamburg St 17' th S Wwardly
 paral with China ay 66' th N Wwardly
 paral with Hamburg St 17' + th N Ewardly
 paral with China ay 66' to the beg.

Being the same lot which was leased
 by said John S Berry + wife to W^m Weavers
 by lease dated Sept 24th, 1869 + recd GR
 No 438 fo 161 + c subject to the annual
 rent of \$51 payable 1/2 yrly. + c

Together with + c

To H + To H & unto ③ her h + a in
 fee simple suby to the operation + effect
 of the lease + c however to receive +
 collect the sd rents + c

execution ok.

Louis Kraus. ^{SSWA} } R O No 1622 fo 331
 Deed to } d June 1st, 1896
 Ann Maria Davis } a — — —
 } R — — —
 Cow \$140.

① doth grant unto the said — her p. r. + a

Beg for the same on the SE s of Hamburg st at the distance of 13' SEerly fr the SE cor of Hamburg st + China ay + sq. th SEerly on the Ss of Hamburg st 13' th SWerly paral with China ay 63' to an ay 3' wide communicating with China ay th NWerly bounding on said 3' ay with the use in common thereof 13' + th NEerly paral with China ay 63' to the beg.

Being the same lot which by deed dated Jan'y 28th, 1887 + recd JB No 1126 fo 534 was assigned to Louis Kraus by Jacob Kraus.

Together with + c

To H + To H + c unto + to the use of the said ② her p. r. + a for all the residue + c subject to the annual rent of \$39 + c

warrant specially + further assurances. execution ok

Amelia Lotz ^{SSWA} }
 asst to }
 William Lotz + }
 Laura Lotz, his wife }
 a — — —
 R — 8th —
 Con \$ 800.

① doth grant unto the said ② + unto
 the survivor of them their & the survivor's
 p r + a all that lot known as
 No 415 W Hamburg St.

(Same des SE 7 No 2650 fo 390 - SE cor
 Hamburg St + China ay th E 13 X 63)

Being the same lot des in a deed
 from Louis Kraus to Amelia Lotz
 dated May 17th 1887 + recd J B No
 1141 fo 149 + c

Together with + c

To H + To H + c unto + to the use
 of the ② + unto the survivor
 of them. their a + the survivor's
 p r + a for all the residue +
 suly to the annual rent of \$39 + c

warrant specially + further
 assurances.

execution ok.

415
413

SSWA

Calif

John C. Kumpf +
Augusta W. Kumpf
his wife

SEL No 2650 fo 390

D Apr 10th, 1911

A - - -

R - - -

pled to

Edward Bury +
Annie Louise Bury
his wife

Cow \$5 + c

① do grant + convey unto ② + unto
the survivor of them their a + the
survivor's h pr + a - 20 lots

x x

Bay for the 1st at the S E corner of
Hamburg + China ay + th S E corly
binding on Hamburg St 13' th S W corly
paral with China ay 63' to a 3' ay
with the right + use of said ay th
N W corly paral with Hamburg St 13'
to the S E corner side of China ay
+ th N E corly bounding thereon 63'
to the beg. - Together with the annual
rent of \$39 payable 1/2 yrly on the 1st
day of June + Dec. + payable out of
said lot at present known as No
415 W Hamburg St - said lot being
the same lot of grd des in a
lease from Benj H Bull + wife
to Thomas Weaver dated May 19th

415

sd lot No 2650 fo 390

1869 + recd GR No 442 fo 572 wherein
is reserved the annual rent of \$39

413 Beg for the 15th of the same on the Sths
of Hamburg St at the distance of 13' fr
the Sth Eth most cor of Hamburg St + China
ay + r^g th Sth Ethly bounding on Hamburg
St 13' th Sth Wthly paral with China ay
63' to a 3' ay to communicate with
China ay in common with the Nth Wthern
most lot + th. Nth Wthly + paral with
Hamburg St 13' + th Nth Ethly paral
with China ay 63' to the beg.

Together with the annual rent of
\$39 payable 1/2 y^{ly} on June + Dec^{1st}
in each year + payable out of said
lot at present known as No 413 W
Hamburg St - sd lot of grd being
the same lot of grd des in a
lease from Benj. H. D. Bull +
wife to James E. C. Brown dated
May 19th, 1869 + recd GR No 422 fo
570 + c wherein is reserved the
annual rent of \$39 on sd lot as
above mentioned.

The hereindes 20 lots being the
same lots des in a deed from Anna
Louise Bury + th^{us} to said John C.
Kumpf bearing even date + c

SO L W 2650 f 0390

Together with &c
To H & So H the lots herein before
1st by to nineteenthly inclosed & referred
to part the aforesd rents payable
out of sd lots & reversions thereto
unto & to the use of the sd D^r their
h & a in fee simple suby however
to the estate &c of the lessees their
p r & a under the leases creating
the sd grd rents herein before
mentioned.

warrant specially & further
assurances.

execution ok.

Heinrich Türk ^{SSWA} } SEL No 2742 fo 282
 Deed to } d Nov 29th, 1911
 Daniel Trimper + } w - - -
 Caroline Christine Buckey } R May 28th 1912
 Con \$10 + c

① doth grant + convey unto the said
 ② as tenants in common their p r + a

417
 Beg for the same at the SW cor of
 Hamburg St + China ay + 29th Werly
 bounding on the Serly side of Hamburg
 St 15' th Serly paral with China ay
 60' to an ay 3' wide th Erly bounding
 on the Nerly side of sd ay with the use
 + privilege thereof in common + paral
 with Hamburg St 15' to China ay th
 Nerly bounding on sd ay 60' to the
 beg.

Being the same lot of grd des in a
 deed dated Nov 18th 1911 + read prior
 from Daniel Trimper Ex to ①.

Together with + c

To H + Jo H + c unto + to the use of ②
 as tenants in common their p r + a
 for all the residue + c subject to the
 payment of the annual rent of \$67.50
 warrant specially + further assurance

execution ok.

Rebecca H Dixon ^{SWA}
 widow
 need to
 William G Scarlett +
 Corilla C Scarlett
 his wife

JB No 1285 fo 145
 D - Mar 25th 1890
 A — — —
 R — 26th —
 Con \$1350.

① doth grant + convey unto ② as joint tenants + not as tenants in common and to the survivor of them the h + a of suc survivor

all that lot + c (the same lot as des in SC L No 2742 fo 282 - SW cor China ay + Hamburg St.)

Being the same which by lease dated July 13th, 1893 + recd GR No 621 fo 238 + c. was leased by Chas Shipley + wife unto Margaret Runge for 99 yrs at + for the annual rent of \$67.50 being the same which by deed dated Dec 16th, 1887 + recd JB No 1122 fo 545 was granted + conveyed by Chas Shipley + wife to ① her h + a only to the term of yrs aforesd

Together with + c

To H + To H + c unto ② as joint tenants forever in fee simple subject however

to the interest of the said lessee + c warrant specially + further assurances - execution ok

X

John M. Littig ^{SSWA} +
 Charles J. Lerane ^{SSWA}

Permanent Trustees of
John Summerfield Bull
an insolvent

Deed to
 Sarah J. Bull
 Benjamin H. S. Bull
 Mary J. Levering +
 Robert Berry Bull

JR No 1511 fo 439
 A July 3rd 1894
 W — 6th —
 R — 10th —
 Con \$1

Recites case of The Farmers + Merchants
 Nat Bk of Balto vs Fitzhugh Goldsborough
 + John Summerfield Bull copartners
 trading under the name + style of
 Goldsborough Bull + Co the same
 being a proceeding under the
 Insolvent Laws of Md - ① were
 appt trustee + c sold the 1/5 undivided
 interest of John Summerfield Bull
 + c to ② for \$5000

X X purchase money pd +
 sale reported + ratified + c
 ① do grant + convey unto ② their
 ex adm + a

all the undivided 1/5 interest of the
 said John Summerfield Bull in + to + out
 of all the prpty + c subject to the dower

JP 15th
#39

estate of sd Sarah J Bull widow of Dr
Benjamin H. D. Bull
x x x

Also a lot of grd in fee at the SW cor
of Hamburg St + China ay 26' front
on Hamburg St with a depth of 66' on
China ay which was granted to said Bull
deceased by deed from Susan L Hurst
+ his dated June 5th, 1868 + GR No 391 fo
474 out of which there is issuing 2 annual
rents of \$39 each under two 99 yrs
from Bull deceased to James E. C. Brown
+ Tho. Weaver resp. dated May 19th, 1869
+ recd GR No 422 fo 570 + 572

Together with + c

To H + To H + c unto (2) their h + a
in fee with the right to collect the
several. yly rents reserved + payable
out of the lots designated by letters
C D + E - subly however as to the said
lots to the several Leasehold Estates
created by the several Leases where
by the said rents were reserved + also
to the right of Dower of sd Sarah J.
Bull as widow of the said Benj. H.
D. Bull deceased as also to the in-
choate right of Dower of Jennie C.
Bull the wife of the said John Summer-
Bull

Emanuel Banks and
Rachel N. Banks, his wife
mtgts

Industrial Permanent
Building Assn of No 3 of
Balto City

SEL No 2720 fo 238
D - Feb 23rd, 1912

amt of Loan
\$100.

① do grant unto ② and its suc + a
3 lots

For reference see a prior mtg
from ① to ② dated May 21st, 1908
& read SEL No 2424 fo 457tc

419-21-23

SSWA

James A Beal near +
 Son Company of Balt
 City } R.R. No 2356 fol 138
 Asst to } R July 25th 1907
 Otto Bregenzler } R - - -
 Cou \$5+c

Do both grant & assign unto (2) his
 p r + a - 7 lots.

Beq for the 1st thereof on the Ss
 of Hamburg st at the distance of
 128' Eerly from the SE cor of Hamburg
 + Warner sts + sq th. Eerly binding on
 the Ss of Hamburg st 12' to a point
 15' west from China ay th Serly
 paral to China ay 60^o to a Ns of
 an ay there situate 3' wide th Nwly
 binding on the Ns of sd ay with
 the use thereof in common 14' to
 intersect a line drawn from the
 beg Serly paral to Warner st + th
 Nerly reversing sd sd line so drawn
 + binding thereon W 56' to the beg

H19

Beq for the second thereof on the
 Ss of Hamburg st at the distance
 of 116' 10" Eerly from the SE cor
 of Hamburg + Warner sts + sq th
 Eerly binding on the Ss of Hamburg

421

RD No 2356 fo/38

421
St 11' 2" to a point 27' West from
China ay th Serly paral to China
ay 56' to the Ns of an ay there situate
3' wide th NWerly binding on the Ns
of sd ay with the use thereof in
common 12' to intersect a line drawn
from the beg. Serly paral to Warner
St & th Nerly reversing sd line
so drawn & binding thereon 52' to the
beg.

422
Beg for the 3rd thereof on the Ss of
Hamburg St at the distance of 105' 8"
Eerly from the SE cor of Hamburg
& Warner St & rgt th Werly binding on
the Ss of Hamburg St 11' 2" to a point
38' 2" W from China ay th Serly paral
to China ay 52' to the Ns of an ay there
situate 3' wide th NWerly binding
in part on the Ns of sd 3' ay with
the use thereof in common 12' to
inter a line drawn from the beg
S paral to Warner St & th Nerly revers-
ing sd line so drawn & binding there-
on 48' to the beg.

423
Refers to asst dated RD No 2351
fo - from John M Fort to James A
Bealmeart Son - suby to the rent
of \$33 on lots 1stly, 2ndly & 3^dly des

RL 2356 fo 138

Together with
Lo H + Lo H + c units @ his part a
for all the residue + c subject to
the annual rents aforesaid

warrant specially + further
assurances

speciation ok

419-21-27

SSWA

The James A Bealmeas
and Son Company
of Balto City

deeds
Thomas H Gaither

RD No 2343 fo 484

at June 12th, 1907

A — — —

R — — —

Con \$650.

① doth grant & convey unto ② his
h + a in fee simple.

all those 3 lots of grd.

[The same des (including the wrong
course in 3rd lot) as in RD No 2356
fo 138]

Being the lots 9thly, 10thly & 11thly
des in a lease dated June 12th, 1907
& read prior from ① to John M.
Forte at & under the gily rent
of \$33 on each lot.

Together &c & especially the 3 rents
of \$33.

To H + So H &c unto ② his h + a
in fee simple. subject to the lease-
hold estates &c

warrant specially &c further
assurances

execution ok

425

The Hopkins Ave Permanent ^{SSWA}
 Building Assn No 1 of
 Balto City
 Deeds
 Isaac C Connor &
 Louisa Connor, his wife

RO No 2204 fo 265
 10 Jan'y 19th 1906
 a - - -
 R - 20th -
 Con \$ 542

① do grant & convey unto ② their a the
 survivor of them his & her p r & a
 Beg for the same on the line of the
 Sermost side of Hamburg St at the
 distance of 93' 8" Erly from the Es
 of Warner St & 9th Erly bounding
 on the Ss of Hamburg St 12' th Serly
 paral with Warner St 89' ± to
 Fremont St th N W Erly binding on
 Fremont St 16' ± to intersect a line
 drawn Serly from the beg paral
 with Warner St & th reversing
 the line so drawn & bounding
 thereon Erly 79' ± to the beg.

Being the same lot which by
 deed dated Jan'y 11th, 1900 & rec'd
 RO No 1830 fo 150 etc was conveyed
 by Isaac C Connor to said ②
 Together with &
 To H & fo H & c unto & to the use of ②
 their a the survivor of them his & her

425

RD No 2204 fo 265

prta for all the residue &c subject
to the annual rent of \$57. payable
Nov & May 1st &c.

warrant specially & further
assurances

execution ok

425

425

Susannah P McCauley ^{SSWFA} }
 Joseph C McCauley ^{SSWFA} } RD No 1842 fo 303
 her hus } W Apr 17th 1900
 Deed to } A - - -
 Trustees of the Methodist } R - - -
 Episcopal Church of the } Con \$ 2230.
 Fayette Street Station in }
 the City of Balto. }

① do grant unto ② its suc & a in fee simple - 2 lots

(Being the same lot des in RD No 2204 fo 265) - Sst Hamburg 93'8" E Warner 12' x 89'

Being the same lot which by indenture dated May 15th 1871 & recd G R No 518 fo 408 was leased by Chas Shipley & wife to Lloyd W Ross reserving an annual rent of \$57 + c

x x

Together with & c & particularly the 2 rents aforesd & c

to H + To H & c unto ② its suc & a in fee simple & c subject to the estates created by sd lease

warrant specially & further assurances

427

SSWA

Benjamin H. D. Bull }
 Hugh Brent Trustees }
 Deed to }
 Emanuel Banks. }
 _____ }
 Con \$1

RI No 1646 fo 422
 D Nov 4th, 1896
 W - - - -
 R - - - -

whereas by decree passed the Cir Ct on Feb 20th, 1896 in the case of Sarah J Bull et al vs Hugh Brent et al the said ① were appt Trustees & authorized to sell the lot hereinafter des. and whereas under & by virtue of the authority conferred by said decree said Trustees did on or about Aug 6th, 1896 sell the lot hereinafter des for \$325 to said ② which sale has been duly reported to sd Cir Ct & by it finally ratified & confirmed and the purchase money all pd &c ① do grant & convey unto ② his p r & a (same lot as des in se 2424 fo 457) together with &c To H & S H &c unto ② his p r & a for all the residue &c subject to the payment of the annual rent of \$60 payable on May & Nov 1st &c execution ok

1502M

Emanuel Banks +
Rachel N Banks
his wife

302 No 2424 fo 457
N - May 21st, 1908

Mtge to
Industrial Permanent
Building Assn No 3 of
Balto City

Amt of Loan \$10.50.
on 11 shares.

① do grant unto ② its suc + a
x x

427
Beg for the third on the Sernmost S
of Hamburg St at the distance of 79'8"
Eerly from the E s of Warner St + r g
th Eerly on the Ss of Hamburg St 14'
th Serly paral with Warner St 79' ±
to Fremont St th NWerly on Fremont
St 18' ± until it intersects a line
drawn Serly from the beg paral
with Warner St + th reversing s d
line + bounding thereon 68' ± to the
beg.

Being the same lotdes in a
deed from Benj H D Bull + c trustees
to said ① dated Nov 4th, 1896 + recd
Pd No 1646 fo 422 + c

Together with + c

To H + J O H + c unto ② its suc + a
for all the residue + c rent \$60 on 3rd lot.

execution
ok

427

427

Auxiliary Realty Company ^{SSWA} } All No 1834 fo 149
 deed to ^{SSW} Elizabeth Pangirus } W Mar 1st, 1900
 a - 2nd -
 R - - -
 Con \$1200

① doth grant & convey unto ② her ht
a

(The same lot as des in S & L 2424 fo 457
SS Hamburg St 79' 8" Ely of Warner
th E 14' x 79')

Being the same lot des in a deed
from Mary C Chase to ① dated
Dec 14th, 1899 & read All No 1824
fo 439

Together with &c & especially
the right to collect the rent of
\$60. issuing out of the said lot
created by a Lease from Chas Shipley
to Edward N. J. Butler dated Jan'y
28th, 1871 & read GR No 506 fo 133 &c

To H & To H &c unto ② her ht
a in fee simple &c subject only
to the operation of the aforesaid
lease.

warrant specially & further
assurances
execution ok.

James Shaw ^{SSWA} }
 asst to }
 Abraham Schapiro }
 } a — — —
 } R — — —
 Cou \$5 + c

① doth grant + convey unto ② his pr + a
 Beg for the same on the Seru-
 most side of Hamburg St at the
 distance of 65' 8" Eerly from the
 E S of Warner St th Eerly binding
 on the SS. of Hamburg St 14' th
 S erly paral with Warner St 68' + to
 Fremont St th NW erly binding
 on Fremont St 18' + till it inter-
 sects a line drawn Serly from
 the beg paral with Warner St 7th
 reversing sd line 57' + to the
 beg known as No 429 W Hamburg
 St

Being the same lot des in an
 asst dated Mar 5th, 1906 + recd CO
 No 2215 fo 300

Together with + c
 To H + Co H + c unto ② his pr + a
 for all the residue + c suby to the
 annual rent of \$ 36
 warrant specially + further
 assurances, execution ok,

Clarence H Hurlock	^{SSWA}	} R/L No 1835 f 56
single		
Deed to		} D Mar 9 th , 1900
Emma B Seager	<u>Trustee</u>	} W — — —
		} R — — —
		} Con \$ 600.

① doth grant & convey unto ② her suc & a in trust as hereinafter mentioned

Beg for the same on the Sernmost side of Hamburg St at the distance of 65' 8" Eerly from the E of Warner St th Eerly binding on the S of Hamburg St 14' th Serly paral with Warner St 68' ± to Fremont St th NW erly binding on Fremont St 18' ± until it intersects a line drawn Serly from the beg paral with Warner St + the reversing sd line 57' ± to the beg

Being the same lot by a lease dated Mar 9th, 1900 +c was demised & leased by the said ① to William R Harris by which said lease there was reserved payable out of said lot the yrly rent of \$36 +c

So gether with +c the reversions +c rent of \$36,

To H + To H +c unto ② her suc & a in trust for Leonara A Barnitz for her

RD 1835
56

natural life &c + immediately after her
death in trust for Mary McFaul
Miller her h + a forever in fee simple
but subject to the estate & term of
said Lessee his r + a

warrant specially &c further
assurances.

execution ok

SSUSA

Joseph O Shipley	}	SEL No 2764 fo. 144
bachelor		D - Sept 10 th , 1912
Deed to	}	a — — —
Henry W King		R — — —
		Con \$5 + c

① docs grant + convey unto ② his h + a in fee simple

431

beg at the SE cor or inter of Hamburg st + Warner st rly th E binding on the SS of Hamburg St 65' 8" th rly paral with Warner St 57' 1/2" to Fremont Ave th rly N W rly binding on the NE S of Fremont Ave 83' 11" to Warner St 7 th rly N binding on the E S of Warner St 5' 1/2" to the beg.

Being the same parcel which by deed dated May 9th, 1907 + recd RL No 2333 fo 49tc was granted + conveyed by the Mercantile, Trust + Deposit Co trustee. to the said ① in fee simple + severalty.

together with c
to H + to H + c. unto ② his h + a in fee simple

warrant specially + further assurances.

execution ok.

June 11, 1913.

Duncan K. Brent, Esq.,
General Counsel's Office
B. & O. Central Building,
City.

Dear Sir:-

I am enclosing herewith sample copy of Pleas to the Amended Declaration in the B. & O. Grade crossing cases, covered by the decision of His Honor Judge Harlan last Saturday.

The Pleas in all of said cases are identically the same, with the exception of the title of the case and the pronouns.

Trusting this will give you all desired information, I beg to be,

Yours respectfully,

Assistant City Solicitor.

B.H.McK.
M.I.P. (Enclosure.)

February 19, 1914.

Duncan K. Brent, Esq.,
General Counsel's Office,
Balto. & Ohio Central Bldg.,
City.

Dear Sir:-

I have had prepared a plat showing the front elevations of the improvements on the south side of Hamburg street, between Sharp and Howard, and Eutaw and Warner streets, a blue print copy of which I am sending herewith. I have also given blue print copies to Mr. Caughy, Mr. Lindsay and Mr. Bernard.

Yours respectfully,

Assistant City Solicitor.

B.H. McK.
M.I.P.

EDWARD L. WARD
ATTORNEY AT LAW
SUITE 808-9 FIDELITY BUILDING
CHARLES AND LEXINGTON STS.
BALTIMORE, MD.

CABLE ADDRESS: "EDWAR"
WESTERN UNION CODE:
TELEPHONE CONNECTIONS

2/9/14.

Dear Mr. M^r: Kindless; -

Enclose you copy of petition
and order passed in Mr. Carter's case today. It is
no. 65 on the trial docket.

Yours truly
Edward L. Ward

Mary B. Morrow and
John M. Garter, Executors of
John H. Morrow, deceased.

#

vs.

#

In the Baltimore City Court.

Baltimore & Ohio Railroad
Company, a corporation, and
Mayor & City Council of Bal-
timore, a corporation.

#

#

To the Honorable, the Judge of said Court:

The petition of the plaintiffs in this cause respectfully represents unto your Honor:

1 That about two years ago they instituted this suit to recover damages caused to the property No. 411 W. Hamburg Street by an overhead structure running from Sharp Street to Warner Street, and that said case has remained upon the docket undisposed of until the test case of Henry F. Walters et al was disposed of in the Court of Appeals.

2. That since said Walters case has been disposed of the plaintiffs have had the demurrer to the declaration in this cause heard and it has been overruled, and the general issue pleas have been filed on behalf of the defendants herein so that said case is now at issue and ready for trial.

3. Your petitioners therefore respectfully suggest that said case which is designated as No. 65 upon the trial docket for this term, and which has already been called for trial, should be set down with the other cases similar to this on February 17th next.

Wherefore they pray that said case may be duly set for trial on February 17, 1914.

And as in duty etc.

Attys. for Plaintiffs.

Upon the foregoing petition, it is this day of
February 1914, by the Baltimore City Court, ordered, that the above
entitled case be and the same is hereby set for trial on February
17th next, and that a copy of this petition and order be served upon
each of the defendants.

FOR FIRST
PETITION TO SET ASIDE

JIMMIE S. GOLDBERG.
MAYOR & CITY COMMISSIONER OF BAL-
TIMORE, INC.
P. O. H. H. Co., S

AS:

JOHN H. MORROW, deceased.
JOHN W. GILLESPIE, Executor of
WILLIAM P. MORROW and

IN THE BALTIMORE CITY COURT.

In the Baltimore City Court.

Mary I. Morrow and
John M. Carter, Executors of
John H. Morrow, deceased.

vs.

B. & O. R. R. Co., a
corporation, and
Mayor & City Council of Bal-
timore, a corporation.

Petition to set case
for trial.

each of the defendants.
with case, and that a copy of this petition and order be served upon
entitled case be and the same is hereby set for trial on February
February 1914, by the Baltimore City Court, ordered, that the above
Upon the foregoing petition, it is this
day of

EDWARD L. WARD
ATTORNEY AT LAW
SUITE 808-9 FIDELITY BUILDING
CHARLES AND LEXINGTON STS.
BALTIMORE, MD.

CABLE ADDRESS: "EDWAR"
WESTERN UNION CODE:
TELEPHONE CONNECTIONS

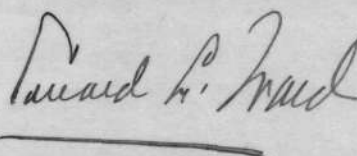
January 21, 1914.

Mr. Benjamin H. McKindless,
Court House,
City.

Dear Mr. McKindless:-

I beg to enclose you herewith copy
of a petition and order which I had Judge Soper sign to-day.
It is only proper that these cases should be advanced because
of the fact that the majority ~~have~~ of them have been on the
docket for two years or more. They have been set with
the other cases for February 17th, and it is likely that
they would have been called in the ordinary course before
that time.

Yours very truly,



Nos. 359, 360, 361, 362, 363,
398, 399, 400, 418, 419, 420,
421, 422, 423, 424, 425, 426,
427, 428, 429 and 449

#

In the Baltimore City Court.

#

Trial Docket.

vs.

#

Baltimore & Ohio Railroad Com-
pany, a corporation, and
Mayor & City Council of Bal-
timore, a corporation.

January Term 1914.

#

To the Honorable, the Judge of said Court:

The petition of the Plaintiffs respectfully represents unto
your Honor:

That the majority of these suits were instituted more than
two years ago and by virtue of a test case being tried in this Court
and taken to the Court of Appeals, and a retrial of said cause there-
after in this Court, and also because of the fact that since the final
determination of said test case, demurrers to the declarations and
demurrers to special pleas have been argued on various occasions these
cases have lost their place upon the trial docket of this Court.

These plaintiffs therefore respectfully submit that in all
fairness their cases ought to be promptly disposed of and that they
ought not to be subjected to further delay because of the fact that
said cases have been misplaced upon the docket, but that the same
should be advanced for trial and set for hearing on February 17, 1914,
as all of said cases arise out of the construction of the overhead
bridge on Hamburg Street between Sharp and Warner Streets in Baltimore
City.

Wherefore they pray that an order may be duly passed ad-
vancing said cases and setting them for hearing on February 17th next.

And as in duty etc.

Atty. for Plaintiffs.

Upon the foregoing petition, it is this day of
 January 1914, by the Baltimore City Court, ordered, that the above
 cases be and they are hereby advanced and set for trial on February
 17, 1914.

ORDER FOR TRIAL.
 Petition to advance and set

FINORE CITY, A CORPORATION.
 Mayor & City Council of Bal-
 timore & Otto E. H. Co.

vs.

48A, 48B, 48C, 48D, 48E, 48F, 48G, 48H, 48I, 48J, 48K, 48L, 48M, 48N, 48O, 48P, 48Q, 48R, 48S, 48T, 48U, 48V, 48W, 48X, 48Y, 48Z, 49A, 49B, 49C, 49D, 49E, 49F, 49G, 49H, 49I, 49J, 49K, 49L, 49M, 49N, 49O, 49P, 49Q, 49R, 49S, 49T, 49U, 49V, 49W, 49X, 49Y, 49Z, 50A, 50B, 50C, 50D, 50E, 50F, 50G, 50H, 50I, 50J, 50K, 50L, 50M, 50N, 50O, 50P, 50Q, 50R, 50S, 50T, 50U, 50V, 50W, 50X, 50Y, 50Z, 51A, 51B, 51C, 51D, 51E, 51F, 51G, 51H, 51I, 51J, 51K, 51L, 51M, 51N, 51O, 51P, 51Q, 51R, 51S, 51T, 51U, 51V, 51W, 51X, 51Y, 51Z, 52A, 52B, 52C, 52D, 52E, 52F, 52G, 52H, 52I, 52J, 52K, 52L, 52M, 52N, 52O, 52P, 52Q, 52R, 52S, 52T, 52U, 52V, 52W, 52X, 52Y, 52Z, 53A, 53B, 53C, 53D, 53E, 53F, 53G, 53H, 53I, 53J, 53K, 53L, 53M, 53N, 53O, 53P, 53Q, 53R, 53S, 53T, 53U, 53V, 53W, 53X, 53Y, 53Z, 54A, 54B, 54C, 54D, 54E, 54F, 54G, 54H, 54I, 54J, 54K, 54L, 54M, 54N, 54O, 54P, 54Q, 54R, 54S, 54T, 54U, 54V, 54W, 54X, 54Y, 54Z, 55A, 55B, 55C, 55D, 55E, 55F, 55G, 55H, 55I, 55J, 55K, 55L, 55M, 55N, 55O, 55P, 55Q, 55R, 55S, 55T, 55U, 55V, 55W, 55X, 55Y, 55Z, 56A, 56B, 56C, 56D, 56E, 56F, 56G, 56H, 56I, 56J, 56K, 56L, 56M, 56N, 56O, 56P, 56Q, 56R, 56S, 56T, 56U, 56V, 56W, 56X, 56Y, 56Z, 57A, 57B, 57C, 57D, 57E, 57F, 57G, 57H, 57I, 57J, 57K, 57L, 57M, 57N, 57O, 57P, 57Q, 57R, 57S, 57T, 57U, 57V, 57W, 57X, 57Y, 57Z, 58A, 58B, 58C, 58D, 58E, 58F, 58G, 58H, 58I, 58J, 58K, 58L, 58M, 58N, 58O, 58P, 58Q, 58R, 58S, 58T, 58U, 58V, 58W, 58X, 58Y, 58Z, 59A, 59B, 59C, 59D, 59E, 59F, 59G, 59H, 59I, 59J, 59K, 59L, 59M, 59N, 59O, 59P, 59Q, 59R, 59S, 59T, 59U, 59V, 59W, 59X, 59Y, 59Z, 60A, 60B, 60C, 60D, 60E, 60F, 60G, 60H, 60I, 60J, 60K, 60L, 60M, 60N, 60O, 60P, 60Q, 60R, 60S, 60T, 60U, 60V, 60W, 60X, 60Y, 60Z, 61A, 61B, 61C, 61D, 61E, 61F, 61G, 61H, 61I, 61J, 61K, 61L, 61M, 61N, 61O, 61P, 61Q, 61R, 61S, 61T, 61U, 61V, 61W, 61X, 61Y, 61Z, 62A, 62B, 62C, 62D, 62E, 62F, 62G, 62H, 62I, 62J, 62K, 62L, 62M, 62N, 62O, 62P, 62Q, 62R, 62S, 62T, 62U, 62V, 62W, 62X, 62Y, 62Z, 63A, 63B, 63C, 63D, 63E, 63F, 63G, 63H, 63I, 63J, 63K, 63L, 63M, 63N, 63O, 63P, 63Q, 63R, 63S, 63T, 63U, 63V, 63W, 63X, 63Y, 63Z, 64A, 64B, 64C, 64D, 64E, 64F, 64G, 64H, 64I, 64J, 64K, 64L, 64M, 64N, 64O, 64P, 64Q, 64R, 64S, 64T, 64U, 64V, 64W, 64X, 64Y, 64Z, 65A, 65B, 65C, 65D, 65E, 65F, 65G, 65H, 65I, 65J, 65K, 65L, 65M, 65N, 65O, 65P, 65Q, 65R, 65S, 65T, 65U, 65V, 65W, 65X, 65Y, 65Z, 66A, 66B, 66C, 66D, 66E, 66F, 66G, 66H, 66I, 66J, 66K, 66L, 66M, 66N, 66O, 66P, 66Q, 66R, 66S, 66T, 66U, 66V, 66W, 66X, 66Y, 66Z, 67A, 67B, 67C, 67D, 67E, 67F, 67G, 67H, 67I, 67J, 67K, 67L, 67M, 67N, 67O, 67P, 67Q, 67R, 67S, 67T, 67U, 67V, 67W, 67X, 67Y, 67Z, 68A, 68B, 68C, 68D, 68E, 68F, 68G, 68H, 68I, 68J, 68K, 68L, 68M, 68N, 68O, 68P, 68Q, 68R, 68S, 68T, 68U, 68V, 68W, 68X, 68Y, 68Z, 69A, 69B, 69C, 69D, 69E, 69F, 69G, 69H, 69I, 69J, 69K, 69L, 69M, 69N, 69O, 69P, 69Q, 69R, 69S, 69T, 69U, 69V, 69W, 69X, 69Y, 69Z, 70A, 70B, 70C, 70D, 70E, 70F, 70G, 70H, 70I, 70J, 70K, 70L, 70M, 70N, 70O, 70P, 70Q, 70R, 70S, 70T, 70U, 70V, 70W, 70X, 70Y, 70Z, 71A, 71B, 71C, 71D, 71E, 71F, 71G, 71H, 71I, 71J, 71K, 71L, 71M, 71N, 71O, 71P, 71Q, 71R, 71S, 71T, 71U, 71V, 71W, 71X, 71Y, 71Z, 72A, 72B, 72C, 72D, 72E, 72F, 72G, 72H, 72I, 72J, 72K, 72L, 72M, 72N, 72O, 72P, 72Q, 72R, 72S, 72T, 72U, 72V, 72W, 72X, 72Y, 72Z, 73A, 73B, 73C, 73D, 73E, 73F, 73G, 73H, 73I, 73J, 73K, 73L, 73M, 73N, 73O, 73P, 73Q, 73R, 73S, 73T, 73U, 73V, 73W, 73X, 73Y, 73Z, 74A, 74B, 74C, 74D, 74E, 74F, 74G, 74H, 74I, 74J, 74K, 74L, 74M, 74N, 74O, 74P, 74Q, 74R, 74S, 74T, 74U, 74V, 74W, 74X, 74Y, 74Z, 75A, 75B, 75C, 75D, 75E, 75F, 75G, 75H, 75I, 75J, 75K, 75L, 75M, 75N, 75O, 75P, 75Q, 75R, 75S, 75T, 75U, 75V, 75W, 75X, 75Y, 75Z, 76A, 76B, 76C, 76D, 76E, 76F, 76G, 76H, 76I, 76J, 76K, 76L, 76M, 76N, 76O, 76P, 76Q, 76R, 76S, 76T, 76U, 76V, 76W, 76X, 76Y, 76Z, 77A, 77B, 77C, 77D, 77E, 77F, 77G, 77H, 77I, 77J, 77K, 77L, 77M, 77N, 77O, 77P, 77Q, 77R, 77S, 77T, 77U, 77V, 77W, 77X, 77Y, 77Z, 78A, 78B, 78C, 78D, 78E, 78F, 78G, 78H, 78I, 78J, 78K, 78L, 78M, 78N, 78O, 78P, 78Q, 78R, 78S, 78T, 78U, 78V, 78W, 78X, 78Y, 78Z, 79A, 79B, 79C, 79D, 79E, 79F, 79G, 79H, 79I, 79J, 79K, 79L, 79M, 79N, 79O, 79P, 79Q, 79R, 79S, 79T, 79U, 79V, 79W, 79X, 79Y, 79Z, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 80K, 80L, 80M, 80N, 80O, 80P, 80Q, 80R, 80S, 80T, 80U, 80V, 80W, 80X, 80Y, 80Z, 81A, 81B, 81C, 81D, 81E, 81F, 81G, 81H, 81I, 81J, 81K, 81L, 81M, 81N, 81O, 81P, 81Q, 81R, 81S, 81T, 81U, 81V, 81W, 81X, 81Y, 81Z, 82A, 82B, 82C, 82D, 82E, 82F, 82G, 82H, 82I, 82J, 82K, 82L, 82M, 82N, 82O, 82P, 82Q, 82R, 82S, 82T, 82U, 82V, 82W, 82X, 82Y, 82Z, 83A, 83B, 83C, 83D, 83E, 83F, 83G, 83H, 83I, 83J, 83K, 83L, 83M, 83N, 83O, 83P, 83Q, 83R, 83S, 83T, 83U, 83V, 83W, 83X, 83Y, 83Z, 84A, 84B, 84C, 84D, 84E, 84F, 84G, 84H, 84I, 84J, 84K, 84L, 84M, 84N, 84O, 84P, 84Q, 84R, 84S, 84T, 84U, 84V, 84W, 84X, 84Y, 84Z, 85A, 85B, 85C, 85D, 85E, 85F, 85G, 85H, 85I, 85J, 85K, 85L, 85M, 85N, 85O, 85P, 85Q, 85R, 85S, 85T, 85U, 85V, 85W, 85X, 85Y, 85Z, 86A, 86B, 86C, 86D, 86E, 86F, 86G, 86H, 86I, 86J, 86K, 86L, 86M, 86N, 86O, 86P, 86Q, 86R, 86S, 86T, 86U, 86V, 86W, 86X, 86Y, 86Z, 87A, 87B, 87C, 87D, 87E, 87F, 87G, 87H, 87I, 87J, 87K, 87L, 87M, 87N, 87O, 87P, 87Q, 87R, 87S, 87T, 87U, 87V, 87W, 87X, 87Y, 87Z, 88A, 88B, 88C, 88D, 88E, 88F, 88G, 88H, 88I, 88J, 88K, 88L, 88M, 88N, 88O, 88P, 88Q, 88R, 88S, 88T, 88U, 88V, 88W, 88X, 88Y, 88Z, 89A, 89B, 89C, 89D, 89E, 89F, 89G, 89H, 89I, 89J, 89K, 89L, 89M, 89N, 89O, 89P, 89Q, 89R, 89S, 89T, 89U, 89V, 89W, 89X, 89Y, 89Z, 90A, 90B, 90C, 90D, 90E, 90F, 90G, 90H, 90I, 90J, 90K, 90L, 90M, 90N, 90O, 90P, 90Q, 90R, 90S, 90T, 90U, 90V, 90W, 90X, 90Y, 90Z, 91A, 91B, 91C, 91D, 91E, 91F, 91G, 91H, 91I, 91J, 91K, 91L, 91M, 91N, 91O, 91P, 91Q, 91R, 91S, 91T, 91U, 91V, 91W, 91X, 91Y, 91Z, 92A, 92B, 92C, 92D, 92E, 92F, 92G, 92H, 92I, 92J, 92K, 92L, 92M, 92N, 92O, 92P, 92Q, 92R, 92S, 92T, 92U, 92V, 92W, 92X, 92Y, 92Z, 93A, 93B, 93C, 93D, 93E, 93F, 93G, 93H, 93I, 93J, 93K, 93L, 93M, 93N, 93O, 93P, 93Q, 93R, 93S, 93T, 93U, 93V, 93W, 93X, 93Y, 93Z, 94A, 94B, 94C, 94D, 94E, 94F, 94G, 94H, 94I, 94J, 94K, 94L, 94M, 94N, 94O, 94P, 94Q, 94R, 94S, 94T, 94U, 94V, 94W, 94X, 94Y, 94Z, 95A, 95B, 95C, 95D, 95E, 95F, 95G, 95H, 95I, 95J, 95K, 95L, 95M, 95N, 95O, 95P, 95Q, 95R, 95S, 95T, 95U, 95V, 95W, 95X, 95Y, 95Z, 96A, 96B, 96C, 96D, 96E, 96F, 96G, 96H, 96I, 96J, 96K, 96L, 96M, 96N, 96O, 96P, 96Q, 96R, 96S, 96T, 96U, 96V, 96W, 96X, 96Y, 96Z, 97A, 97B, 97C, 97D, 97E, 97F, 97G, 97H, 97I, 97J, 97K, 97L, 97M, 97N, 97O, 97P, 97Q, 97R, 97S, 97T, 97U, 97V, 97W, 97X, 97Y, 97Z, 98A, 98B, 98C, 98D, 98E, 98F, 98G, 98H, 98I, 98J, 98K, 98L, 98M, 98N, 98O, 98P, 98Q, 98R, 98S, 98T, 98U, 98V, 98W, 98X, 98Y, 98Z, 99A, 99B, 99C, 99D, 99E, 99F, 99G, 99H, 99I, 99J, 99K, 99L, 99M, 99N, 99O, 99P, 99Q, 99R, 99S, 99T, 99U, 99V, 99W, 99X, 99Y, 99Z, 100A, 100B, 100C, 100D, 100E, 100F, 100G, 100H, 100I, 100J, 100K, 100L, 100M, 100N, 100O, 100P, 100Q, 100R, 100S, 100T, 100U, 100V, 100W, 100X, 100Y, 100Z.

January Term 1914.

In the Baltimore City Court.

In the Baltimore City Court.

January Term 1914.

Nos. 359, 360, 361, 362, 363,
398, 399, 400, 418, 419, 420,
421, 422, 423, 424, 425, 426,
427, 428, 429 and 449.

vs.

Baltimore & Ohio R. R. Co.,
a corporation, and
Mayor & City Council of Bal-
timore City, a corporation.

petition to advance and set
cases for trial.

Upon the foregoing petition, it is this
January 1914, by the Baltimore City Court, ordered, that the above
cases be and they are hereby advanced and set for trial on February
17, 1914.

day of

Amended Declaration

vs.

Baltimore & Ohio Railroad
Company, a corporation, and
Mayor & City Council of Baltimore
City, a corporation.

In the Baltimore City Court.

To the Honorable, the Judge of said Court:

a resident of Baltimore City and State
of Maryland, by Edward L. Ward, his attorney, sues the Baltimore &
Ohio Railroad Company, a corporation, and the Mayor & City Council
of Baltimore City, a corporation:

For that the plaintiff being the owner of a lot of ground
fronting on the south side of Hamburg Street, together with the im-
provements thereon, subject to an annual ground rent of and
known as No. West Hamburg Street, a public highway in the City
of Baltimore, the said plaintiff is entitled to the unobstructed,
comfortable, reasonable and beneficial use of said Hamburg Street,
and of said property and improvements, and the said defendants without
the authority or consent of said plaintiff, and without making or
offering to make compensation therefore to the plaintiff built,
erected and constructed, or caused and procured to be built, erected
and constructed on said street, a large concrete wall or abutment
and a large overhead concrete bridge of great dimensions, occupying
the entire south sidewalk and the greater portion of the bed of Ham-
burg Street, and immediately in front of the lot of ground and improve-
ments thereon owned by the plaintiff aforesaid, whereby said plain-
tiff has been deprived of the use, enjoyment and possession of said
lot of ground and the improvements thereon, and deprived of the use
and enjoyment of Hamburg Street, including the south sidewalk thereof,
and that by reason thereof the value of said lot of ground and the
improvements thereon has become thereby greatly depreciated, if not
wholly destroyed, and the revenue and income therefrom materially re-
duced, and other wrongs and injuries to the plaintiff's said property

then and there done.

Wherefore the plaintiffs bring this suit and claim damages.

Attorney for Plaintiff.

To the Defendants:-

Take Notice: That on the day of your appear to this action in the Baltimore City Court, you will be required to plead to said declaration within thirty days or Judgment by default will be entered against you.

Attorney for Plaintiff.

The Plaintiff elects to have this case tried before a Jury.

Attorney for Plaintiff.

May 23, 1913.

Edward L. Ward, Esq.,
Fidelity Building.
City.

Dear Sir:-

I am in receipt of your letter of the 23rd inst., relative to the cases of Elizabeth Kahl and others. The City is willing to expedite the trial of these cases in any manner possible. However, I do not quite understand what you mean by an agreement that the cases mentioned in your letter would abide the result of the Walters' case.

Yours respectfully,

Assistant City Solicitor.

B.H.McK.
M.I.P.

EDWARD L. WARD
ATTORNEY AT LAW
SUITE 808-9 FIDELITY BUILDING
CHARLES AND LEXINGTON STS.
BALTIMORE, MD.

CABLE ADDRESS: "EDWAR"
WESTERN UNION CODE:
TELEPHONE CONNECTIONS

May 23, 1913.

Mr. B. H. McKindless,
Court House, City.

Dear Sir:-

I enclose you herewith copy of the amended declaration which I propose to file in the following grade crossing cases, which are similarly situated to that of the Walter's case.

Elizabeth Kahl	George Villmar
Henry Becker	Ann M. Davis
Henry Becker	Louisa Connor
Bertram A. Beall	Elizabeth Pangiris
Samuel A Katz & Morris Klatzky	Emanuel Banks.

Will you please go over the declaration as it is in accordance with the opinion in the Walter's case, so that we can get these cases at issue on May 31st when they are called on the law docket.

This is in accordance with our agreement that these cases would abide the result of the Walter's case as a test.

Very truly yours,

Edward L. Ward

Partial List

B. & O. GRADE CROSSING
CASES.



South side HAMBURG STREET, between
SHARP & HOWARD STREETS.

Elizabeth Kahl.....File No. 12,927.

207 West Hamburg street -
south side Hamburg street,
101 west of Sharp street.

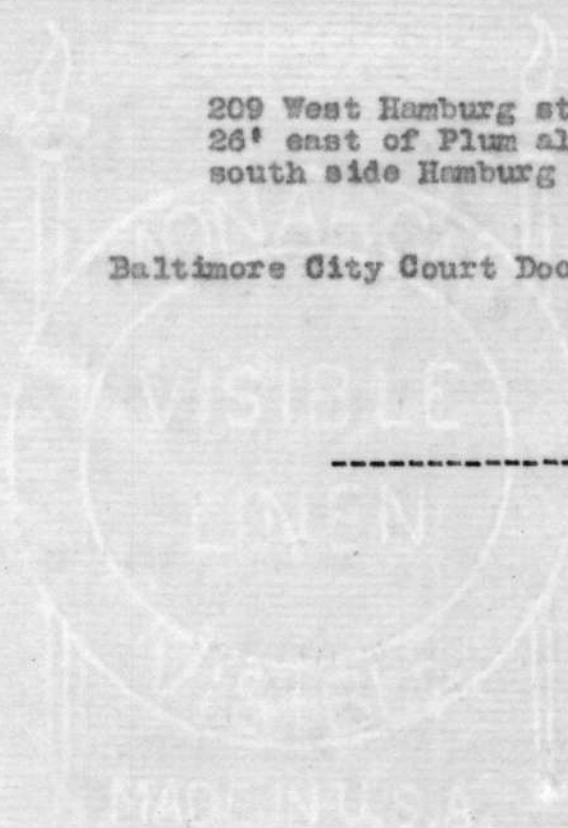
Subject to G. R. \$35.00.

Baltimore City Court Docket $\frac{244}{39}$.

Henry Becker.....File No. 13,043.

209 West Hamburg street -
26' east of Plum alley,
south side Hamburg street.

Baltimore City Court Docket $\frac{234}{39}$.



Henry F. Walters,
Annie D. Walters, his wifeFile No. 13,044.

No. 213 West Hamburg - southeast
corner Hamburg street and Plum
alley - subject to G.R. \$26.00.

Henry Becker.....File No. 12,859.

211, 213 W. Hamburg street - south
side Hamburg street - southeast corner
Hamburg and Plum alley - subject to
G.R. \$52.00.

Baltimore City Court Docket ²⁷⁴/₃₉.

Bertram A. Beall.....File No. 14,401.

219, 221 West Hamburg street - re-
version yielding G.R. \$39.00.

Samuel Katz and
Morris Klatsky.....File No. 12,971.

221 West Hamburg street - south side
Hamburg street - 56' west from east
side Plum alley - subject to G.R. \$19.50.

Baltimore City Court Docket ²⁴⁹/₃₉.

George Villmar.....File No. 12,870.

223 West Hamburg street - south side
Hamburg street - 87' east of Howard St.
fee simple.

Baltimore City Court Docket ²³⁴/₃₉.

Margaret J. Cook.....File No. 12,923.

1001 S. Howard St. - southeast corner
Hamburg & Howard Sts. - subject to
G.R. \$18.00.

South side HAMBURG STREET, between
EUTAW & WARNER STREETS.

Annie M. Davis.....File No. 12,924.

413 West Hamburg street - south
side Hamburg street 13' east of
China alley - subject to G.R. \$39.

Baltimore City Court Docket $\frac{243}{39}$.

Louisa Conner.....File No. 12,860.

425 West Hamburg street - south
side Hamburg street - 93'8" east
of Warner street - subject to G.R.
\$57.00.

Baltimore City Court Docket $\frac{234}{39}$.

Emanuel Banks.....File No. 12,858.

427 West Hamburg street - south
side Hamburg street 79'8" east of
Warner street - subject to G. R.
\$60.00.

Elizabeth Pangiris.....File No. 13,772.

427 West Hamburg street - south
side Hamburg street 79'8" east of
Warner street - irredeemable G.R.
\$60.00.

North side HAMBURG STREET, between
SHARP & HOWARD STREETS.

Dora Pfeiffer.....File No. 12,868.
Lizzie Rennert

210 W. Hamburg street - north side
Hamburg street 117'10" west of Sharp
street - subject G.R. \$25.00.

City Court Docket $\frac{235}{39}$.

Bernard F. Gallery.....File No. 12,970.

212 W. Hamburg street - north side
Hamburg street 13' east of Plum alley -
subject to G.R. \$21.12 $\frac{1}{2}$.

Baltimore City Court Docket $\frac{249}{39}$.

Elizabeth Kahl.....File No. 12,926.

214 W. Hamburg street - northeast
corner Hamburg & Plum alley - sub-
ject to G.R. \$21.12 $\frac{1}{2}$.

City Court Docket $\frac{243}{39}$.

Bartholomew Kane and
Mary Kane, his wife.....File No. 12,864.

937 S. Howard street - northeast cor-
ner Howard & Hamburg Sts. - subject
to G.R. of \$24.00.

East side HOWARD STREET.

Reverdy M. Hall.....File No. 14,402.

931 S. Howard street - east side
Howard street - 45' north of Hamburg
street - subject to G.R. 33.75.

Annie R. Johnson and
Charles T. Bell.....File No. 12,925.

1003 S. Howard street - east side
Howard street 12' southwest of Ham-
burg street - subject to G.R. \$18.

Stephen M. Sweeney.....File No. 13,299.

1005 S. Howard street - east side
Howard street 24' south of Hamburg
street - subject to G.R. \$18.00.

Reverdy M. Hall.....File No. 14,404.

1007 S. Howard street - east side
Howard street 36' south of Hamburg
street - subject to G.R. \$18.00.

Caroline Orr Kppley.....File No. 12,862.

1015 S. Howard street - easternmost
side Howard street 236'2" northeast
of Cross street - subject to G. R. of
\$25.00.

East side HOWARD STREET (Con'td.)

Reverdy M. Hall.....File No. 14,403.

1017 S. Howard street - east side
Howard street 224' north of Cross street -
subject to G.R. \$25.00.

Joseph A. Clark.....File No. 13,774.

1021 S. Howard street - east side
Howard street, near unto Hamburg
street - subject to G.R. \$25.00.

Joseph A. Clark.....File No. 13,773.

1025 S. Howard street - 1016 Plum
alley - east side Howard near unto
Hamburg street and east to Plum alley.

Charles Kriel, Jr.....File No. 12,866.

1035 - 1037 - 1039 S. Howard street,-
east side Howard street 86'4" north of
Cross street. In fee.

West side EUTAW STREET.

Trustees of St. Lucas German
Evangelical Lutheran Church
of Baltimore City.....File No. 12,869.

Southwest corner of Eutaw and
Henrietta streets, in fee.

George Leimbach, et al.....File No. 13,045.

934 South Eutaw street.
N. W. S. Eutaw street
92' 4" north of Hamburg street.
Subject to a ground rent of \$52.80.

George Leimbach, et alFile No. 13,046

936 South Eutaw street.
N. W. S. Eutaw street
79' 2" north of Hamburg street.
Subject to a ground rent of \$52.80.

George LeimbachFile No. 12,867.

938 South Eutaw street.
N.W.S. Eutaw street
66' northwest of Hamburg street.
Subject to a ground rent of \$52.80.

George LeimbachFile No. 13,042.

940-942-944 South Eutaw street.
Northwest side.
33' northeast of Hamburg street.
Subject to a ground rent of \$100.00.

West side EUTAW STREET (Con'td.)

George Leimbach.....File No. 13,041.

946 S. Eutaw street - west side Eutaw
street 17' north of Hamburg street -
subject to G. R. \$32.00.

Mary E. Kanner.....File No. 12,863.

1004 S. Eutaw street - northwest side
Eutaw - 29' southwest of Hamburg street.
In fee.

Bartholomew Kane and
Mary Kane, his wife.....File No. 12,865.

1014 S. Eutaw street - northwest side
Eutaw street - 91' southwest of Hamburg
street - subject to G.R. \$100.

Theodor Leimbach.....File No. 12,928.

1026-1028-1030 S. Eutaw street -
westernmost side Eutaw street - 36'
8 $\frac{1}{2}$ " northeast from Hamburg street -
subject to G.R. \$100.

SHARP STREET.

John F. EbertFile No. 12,861.

848 South Sharp street,
binding on north side
Henrietta street, at
the northwest corner
of Henrietta and Sharp
streets.
Subject to Ground rent \$64.00.

City Court Docket $\frac{238}{39}$.



In the Baltimore City Court.

- Elizabeth Kahl, 12926 ✓
- Henry Becker, 12859 ✓
- Henry Becker, 13043 ✓
- Bertram A. Beall, 14401 ✓
- Samuel A. Katz and 12971 ✓
- Morris Klatzky
- George Villmar, 12870
- Ann M. Davis, 12924
- Louisa Connor, 12860
- Elizabeth Pangiris, 13772
- Emanuel Banks, 12858
- Margaret I. Cook, 12923
- Annie R. Johnson and, 12925
- Charles T. Bell,
- Stephen E. Sweeney, 12999
- Reverdy M. Hall, 14402
- Caroline Orr Eppley, 12862
- Reverdy M. Hall, 14403
- Henry F. Walters and, 13044
- Annie D. Walters,
- Dorothea Pfeiffer and, 12868
- Elizabeth Rennert,
- Bernard F. Gallery and, 12970
- Annie Gallery, his wife,

- Elizabeth Kahl, 12927 ✓
- Reverdy M. Hall, 14404
- Bartholomew Kane and
- Mary Kane, his wife.
- Joseph A. Clark, 13773
- Joseph A. Clark, 13774
- Charles G. Kriel Jr., 12866
- German Evangelical Lutheran Saint 14197
- Lucas Congregation,
- George Leimbach and
- Margaret Leimbach, his wife.
- George Leimbach and
- Margaret Leimbach, his wife, 46
- George Leimbach, 12867
- George Leimbach, 13041
- George Leimbach and, 13042
- Margaret Leimbach, his wife, 45
- Mary E. Kammer, 12863
- Bartholomew Kane and, 12864-85
- Mary Kane, his wife,
- Theodore Leimbach, 12928
- J. F. Ebert, 14195-12861

vs.

Baltimore & Ohio Railroad Company, a corporation, and Mayor & City Council of Baltimore.

Ordered by the Court, this ~~16~~ 16th day of May 1913, that the demurrers in the above cases be set down for a hearing on the 31st day of May 1913; provided a copy of this order be served on the Counsel of the adverse parties on or before the 26th day of May 1913.

Service of copy admitted, this 19th day of May 1913.

Henry D. Hoarlan
True Copy,
Test Geo. Leary Sundry Clerk

Attys. for Defendants.

14852

HAMBURG STREET BRIDGE.

The following is a copy of the Record of the Proceedings of the Board of Estimates in reference to the location of the Hamburg Street Bridge and the approaches thereto.

December 7th, 1909, page 2451.

"Communication from City Engineer Fendall with accompanying letter of H. F. Talcott, Engineer of Surveys of the Baltimore and Ohio Railroad Company, relative to the location of bridge approaches on Hamburg street, and upon motion of Mr. Hooper, seconded by Mr. Mahool, it was moved that the same be referred to the Appeal Tax Court for the information desired."

December 28th, 1909, page 2469.

"Communication from the Appeal Tax Court, covering the question of relative damages to abutting property owners on Hamburg Street between Sharp and Warner streets for the construction of an overhead railway at that point, was received and upon motion of Mr. Hooper, seconded by Mr. Fendall, it was moved that the relative values of both sides being the same, that the south side of Hamburg street be selected."

Note: The Minutes are signed by Harry F. Hooper, Secretary.

The Minutes above referred to are in the custody of the City Comptroller.

AN ORDINANCE approving the report, and the descriptive plats, plans and profiles accompanying same, of the Baltimore and Ohio Railroad Grade Crossing Commission, appointed under Ordinance No. 220, approved March 11, 1905, and directing the Baltimore and Ohio Railroad Company to carry out, make effectual and put in operation, certain of the proposed changes, additions and improvements described in said report and plans, plats and profiles accompanying the same.

WHEREAS, The Baltimore and Ohio Railroad Grade Crossing Commission did, on the 11th day of April, 1907, send its report to the Mayor of Baltimore, who, on April 15th, 1907, did transmit said report to the Second Branch of the City Council, which said report will be found on pages 697 to 702 of the Journal of the said Second Branch of the City Council of Baltimore for 1907.

AND WHEREAS, said report is, as follows:

Baltimore, April 11, 1907.

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL.

GENTLEMEN:

Your Commission appointed to consider the question of the grade crossings over the Baltimore and Ohio Railroad tracks in south Baltimore begs to report as follows:

This Commission was appointed in November, 1905, by virtue of Ordinance No. 220 of 1905. The Commission held its first meeting November 21, 1905, and organized, electing James Bond president and John M. Glenn secretary. On December 4, 1905, its first meeting with counsel and engineers of the Baltimore and Ohio Rail-

road Company was held. Since that date numerous meetings have been held. Four sets of plans looking to the elimination of the grade crossings between Camden and Ostend streets have been submitted at various times by the Officials of the railroad company. The crossings provided for by the first two sets of plans were insufficient and impracticable. They left open too few streets and proposed grades that were too steep for ordinary business traffic. These plans were rejected by the Commission.

The third set of plans submitted in December, 1906 provided for the elevation of all the tracks of the railroad company south of Camden street. This set of plans was not satisfactory either to the railroad company or the Commission. The railroad company then prepared a fourth set of plans which was submitted on March 26, 1907.

The main features of these plans are,-

First - The erection of a new passenger station on Camden street across the bed of Howard street.

Second - The use and occupation by the railroad company of Howard street and Barre street. This means the closing of Howard street and Barre street for public uses.

Third - The substitution for the present grade crossing at Barre street of an overhead crossing at Lee street. Lee street is now virtually closed, there being only a foot bridge along it across the railroad which is too high for practical use.

Fourth - Provision for crossings under the railroad tracks on Henrietta, Hamburg, Cross, West and Stockholm streets.

The grades on all the crossings referred to will be easy - no grade being over three and a half per cent. This is an easier grade than the grade of Calvert street from Baltimore to Lombard street.

There are two serious difficulties in the situation which differentiate it from similar situations in other cities. The first of these difficulties is that there are two sets of tracks to be considered - one set in Camden Station on grade and the other below grade in the Belt Line Tunnel. These latter tracks reach grade at Henrietta street. The second difficulty is the fact that none of the tracks lie very much above tide water. This makes it impossible to depress the tracks below grade all the way to Ostend street. We have, therefore, to accept the fact that the tracks from the tunnel must come to grade at or about Henrietta street, and that it is impossible to commence to elevate the tracks until we reach that street.

The changes proposed are in detail as follows:

From a point a little south of Camden street to Welcome alley, - a distance of over two squares, - the width of the Belt Line Tunnel will be increased to about sixty-five feet. This will place the eastern side of the tunnel about fifty feet east of the eastern line of Howard street. Barre street, which is now open to public traffic, will be closed.

An elevated structure, fifty feet wide, will commence at the southwest corner of Barre and Sharp streets, and rise west of the western building line of Sharp street to Lee street. It will run along Lee street to Rutaw street and then descend by an incline to Little Greene street. Little Greene street will be widened on its southwest side so as to make its width sixty feet. This elevated structure will be about fourteen feet above the bed of the streets at the corners of Lee and Sharp streets and Lee and Little Greene streets. At these points there will be stairways for foot passengers.

Hill and Montgomery streets will continue to be closed as at present.

At Henrietta street there will be a subway tunnel from Sharp street to Warner street. The proposed lowest height in the tunnel will be twelve feet in the clear. The construction of the tunnel will involve the raising of the bed of Howard street about six feet. The tunnel will be fifty feet wide and will be located north of the north curb line of Henrietta street. This will leave Henrietta street east of Howard and west of Eutaw streets as it is at present except as to grade. At Henrietta street the tracks from the Belt Line Tunnel reach the surface, and here it is proposed to begin to raise all tracks by an elevated structure.

At Hamburg street there will be another subway tunnel similar to the Henrietta street tunnel. The lowest height in this tunnel will be thirteen feet in the clear. This will involve the raising of the bed of Howard street about five and a half feet. In all other respects it is similar to the Henrietta street crossing.

At Cross, West and Stockholm streets there will be sufficient room under the elevated tracks to allow of the streets passing under them with slight changes of grade. The grade of Cross street will be lowered from Howard street to China street. At the deepest point the new grade will be six feet below the present grade. The bed of Eutaw street will be lowered about two and a half feet. The height of the tracks from the street bed will be twelve feet in the clear at the lowest point.

The bed of West street will be lowered from Howard street to China street. The deepest point in the new grade will be on the east side of Eutaw street, where the new grade will be about six feet below the present grade. The height of the tracks over the street bed will be fourteen feet in the clear at the lowest point.

The bed of Cross street will be lowered between Howard and Eutaw streets about one foot. The height of the tracks over the street bed will be fourteen feet in the clear at the lowest point.

The Commission recommend that a clearance of at least thirteen feet be provided under the tracks at Henrietta and Cross streets if this can be done without moving the Howard street sewer. This height is necessary in order to permit the passage of an overhead trolley line.

The gains to the City of Baltimore and its citizens are-

First - Elimination of danger at crossings.

Second,- Unobstructed passage between different parts of the city for all kinds of traffic.

Third,- Opportunity for street railway connections between important parts of the city.

Fourth,- More rapid and certain development of southwest Baltimore owing to increased facilities for interchange of business.

In getting these gains the city is only having restored to it rights which naturally belong to it and are necessary to its life and growth.

In considering the advantages to be gained by the railroad company from these improvements it must be remembered that the railroad company now owns all the property on the east side of Howard street between Camden and Hill streets, and that they propose to establish freight yards thereon.

Among the advantages accruing to the railroad company from the adoption of the plans are the following:

First: Passenger trains will be able to leave and enter Camden Station at a high speed.

Second,- The freight yard will be free from the moving of cars in any numbers and at any speed.

Third,- All danger of accident to persons crossing the tracks and of consequence damage suits is removed.

Fourth,- Ample opportunity is given for free access to future improvements on both sides of the present tracks.

Fifth,- The opening of thoroughfares between south and southwest Baltimore will tend to develop these sections for manufactures and other purposes in a way which will increase the business of the railroad company.

During our conferences with the officials of the railroad company it was stated by them that the railroad company would expect the city to pay a large proportion of the cost of these improvements. But your Commission is unanimously of the opinion that the whole cost should be borne by the railroad company, and they believe that the amount to be expended will not be so great as to impose an undue burden on the railroad company. They have not, therefore, had any estimate made of the cost of the improvements. The statement above given of the advantages accruing to the railroad company seem sufficient to warrant this conclusion. There can be no question but that the improvements will greatly improve the facilities of the railroad company for handling its present and future business. They will give it a splendid passenger and freight terminal right in the business section of the city. We feel certain that some such improvement must be made by the railroad company in the near future if it expects to keep up with the natural growth of its business.

There are, however, additional considerations which are entitled to weight. The railroad company had gradually acquired from the city, at practically nominal cost, important rights and facilities, the value of which can hardly be estimated, and the railroad

company enjoys under its original charter a very extraordinary exemption from taxation. It pays no taxes to the State or the city on its real property. The dangers and obstructions to the citizens of Baltimore, as matters now stand, are due to increased facilities gradually acquired by the railroad company. As the railroad company has gained ground the city has lost ground. We have concluded, therefore, to recommend that the entire cost of the improvements, including the cost for condemning and acquiring any property that may be required, the cost of changing grades of streets and the amount of any judgments for damages that may be obtained, shall be borne by the railroad company.

We further recommend that until the railroad company shall make the improvements provided for by the plan submitted, or make arrangements that will be better for the people of the city, the city authorities shall strictly and vigorously enforce all city ordinances that have been or may be passed for the regulation of the railroad traffic and the protection of its citizens. We refer to regulations for the protection of crossings, for the prevention of obstruction to traffic by trains stopping at crossings, and by the passage of long slow freight trains and to other similar regulations. We also recommend that the City Solicitor be requested to make a careful investigation of all ordinances affecting the Baltimore and Ohio Railroad Company in order that the Mayor and City Council of Baltimore may be thoroughly informed as to their rights and duties in the premises.

We do not make any recommendation with regard to the tracks from Bailey's Round House by way of Riverside to Locust Point, as we are assured that plans have been prepared, in addition to the plans above referred to, which will relieve these tracks of all

through freight, and that they will be used in the near future only for local freight to and from factories and other establishments lying on either side of them. When this is done there will be no danger and no unreasonable obstruction to business traffic in their use.

Blue prints of the plans are filed herewith,

Respectfully submitted,

James Bond, President,
John M. Glenn, Secretary
B. T. Fendall,
John N. Branin,
Daniel Rider.

AND WHEREAS said report to the said Second Branch of the City Council was accompanied by descriptive plats, plans and profiles, and

WHEREAS duplicates of the plats, plans and profiles submitted by the Grade Crossing Commission, with its report, accompany this ordinance, and are hereby made a part hereof.

SECTION I. NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the said report of the Baltimore and Ohio Railroad Grade Crossing commission, and descriptive plats, plans and profiles and the proposed changes, additions and improvements specified in the paragraphs of said report, numbered second, third, fourth and fifth, be and the same are hereby in each and every respect approved.

SECTION 2. AND BE IT FURTHER ORDAINED THAT the Baltimore and Ohio Railroad Company be and it is hereby ordered and directed to carry out, make effectual and put in operation, all the proposed changes, additions and improvements in the said report mentioned and in the said plans, plats and profiles described, on or

before the first day of July 1914, except the improvements proposed in paragraph 1 of said report, namely the erection of a new passenger station on Camden street across the bed of Howard street; said changes, additions, and improvements, in said report mentioned, being as follows:- the erection of a new passenger station on Camden street across the bed of Howard street; the closing of Howard street to all traffic from Camden street southward to Hill street; the occupation of Howard street with a track from Hill street southward to Stockholm street; the diversion of Howard street, southward from Stockholm street to Ostend street; the closing of Barre street from a point between Sharp street and Howard street, as now located, to Eutaw street; the substitution for the present grade crossing at Barre street of an overhead crossing at Lee street; crossings under the railway tracks at Henrietta, Hamburg, Cross, West and Stockholm streets; the crossings at Hill and Montgomery streets to continue closed as they are at present; all said changes, additions and improvements hereby required to be done, are to be done, in strict accordance with the plans, plats and profiles hereto attached, which plans, plats and profiles are duplicates of the plans, plats and profiles submitted by the Grade Crossing Commission with its report.

SECTION 3. AND BE IT FURTHER ORDAINED, That for every day after the first day of July 1914, and until the said changes, additions, and improvements in Section Two hereof referred to, and all of them, are fully completed the said Baltimore and Ohio Railroad Company shall be liable to a fine of one thousand (\$1000.00) dollars per day; said fine to be collected as other fines are collected.

*File
W.L.B.,
E.S.
Gravel Crossing Ord.*

Amendment by adding to conclusion of words in Section 2, the following:

It being the intent of this Ordinance that the entire cost of all the proposed changes, additions and improvements in the said report mentioned, or in the said plans, plats and profiles described shall be borne by the said Railroad Company.

2797
2713

Amendment by adding to conclusion of words in Section 2, the
following:

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following:

It being the intent of this Ordinance that the entire cost of

all the proposed changes, additions and improvements in the said

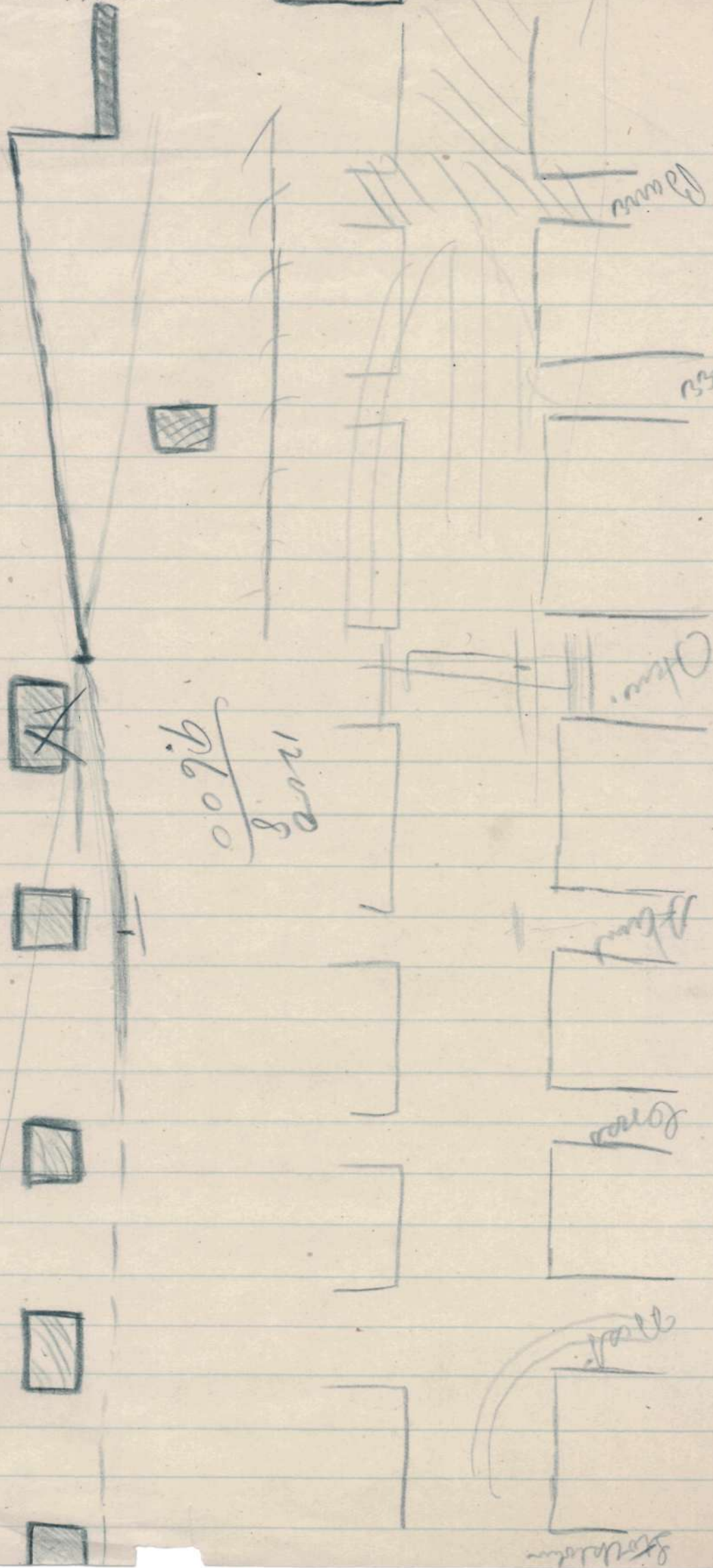
report mentioned, or in the said plans, plats and profiles

described shall be borne by the said Railroad Company.

7973

Get elev. at mouth tunnel

3 1/2



12008
 9600

St. Michael

14,852.

April 26th, 1913.

Dr. Horace E. Flack,

Department of Legislative Reference,

City Hall, City.

Dear Sir:-

Replying to yours of the 23rd inst., I answer questions 1, 2, 6, 7, 8, 9 and 10, as follows:

- (1) The question of grade crossings in Baltimore so far has been dealt with by separate ordinances; that is to say, with regard to the Pennsylvania Railroad Company, and its constituent companies, the ordinances granting the rights of way provided as to many of the crossings the railroad should tunnel under or go over the highway, and as to streets not then opened that the railroad should bridge over the streets when opened. This applies to most of the crossings of the Pennsylvania Railroad System. Ordinance No. 387, approved August 16, 1909, provides for the abolition of nearly all, if not all, of the grade crossings of the B. & O. in South and Southwest Baltimore, - the railroad building bridges over streets in some cases and tunnelling under in others. The Belt Line making the New York connections with the B. & O. goes under the streets part of the way, and then over the highways in accordance with the ordinance granting that privilege. The Western Maryland has few grade crossings. The principle of the common law applies in Maryland, under which, as a matter of police regulation, the Legislature has power, wherever the public safety and convenience require it, to compel a railroad to abolish a grade crossing, and there are provisions of our Code to the same effect, - Article 23, Sections 273, 274, 278.

- (2) The City Engineer.

- (6) No, except as above stated in answer to (1).

Dr.H.E.F. #2.

- (7) They oppose it as far as they think it wise to do so, because, of course, it costs them money.
- (8) Under the ordinances above referred to, the cost of the major portion of it has uniformly been put upon the railroad companies.
- (9) The question is now pending in the Court of Appeals under the grade crossing ordinance of 1909, as to who is liable for consequential damages, either the B. & O. or the City. A decision is expected probably in a few days.
- (10) Answered under (1).

Very truly yours,

City Solicitor.

S.S.F.
V.McG.

DEPARTMENT OF LEGISLATIVE REFERENCE
CITY HALL
HORACE E. FLACK, EXECUTIVE

BALTIMORE, MD. Apr. 23, 1913.

14852

Hon. S. S. Field,
City Solicitor,
Court House, CITY.

Dear Sir:

I have received an inquiry from St. Louis in regard to grade crossings in Baltimore. I am enclosing you a copy of the questions asked and would appreciate it if you would answer as fully as possible questions 1, 2, 6, 7, 8, 9 and 10. Of course, if you have at hand the answers to the other questions, I will be glad to have them but I will try to secure answers to these myself.

Trusting that you will give this your earliest attention and thanking you for your kindness, I am,

Very truly yours,

Horace E. Flack

Executive.

1. Is the grade crossing question in your city dealt with
 - a) By city ordinances?
 - b) By state law?
 - c) By order issued by a public service commission or other special body?
2. What department of the city (or State) government arranges for and supervises grade crossing elimination?
3. How many grade crossings are there in your city today?
4. When was grade crossing elimination started?
5. How many grade crossings have been abolished, and at what cost to the city? If impossible to answer, give figures for some specified period.
6. Has your city adopted any systematic plan which provides for the eventual elimination of all grade crossings? If so, what is the plan, in brief?
7. Do the railroads co-operate with the city in grade separation or do they oppose the city's policy?
8. In general, what proportion of the cost of crossing elimination is borne by the city? Is this regulated by law?
9. How and by whom are consequential damages paid?
10. Kindly send us, or refer us to, any general laws governing the grade crossing question in your city.

DEPARTMENT OF LEGISLATIVE REFERENCE
CITY HALL
HORACE E. FLACK, EXECUTIVE

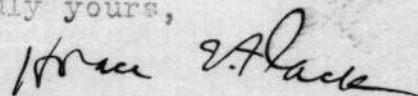
BALTIMORE, MD. Apr. 28, 1913.

Hon. S. S. Field,
City Solicitor,
CITY.

Dear Sir:

Please accept my heartiest thanks for your letter of the 26th inst. giving information in regard to grade crossings in Baltimore. I assure you I appreciate very much your kindness in giving me this information.

Very truly yours,



Executive.

DEPARTMENT OF PUBLIC IMPROVEMENTS,

C.E.64-A

SUB-DEPARTMENT OF CITY ENGINEER,

H. K. McCAY,
CITY ENGINEER.

Baltimore,

1485-2

April 14th, 1913.

Board of Estimates,

Baltimore, Md.

Gentlemen:-

I have been requested by the Baltimore & Ohio R.R.Co., to allow them to remove the small foot bridge, known as the Lee Street bridge, which carries pedestrians over their tracks, until the new Lee Street crossing is completed. I have investigated this matter and find that the foundations of this small foot bridge comes in the way of the new bridge, and I am writing to ask whether I can permit them to do this, in view of the ordinance creating this small bridge.

Yours very truly,

City Engineer.

Mr. Field:-

Please look into this matter and let me know at the meeting tomorrow morning.

H.K.M.

OK

83, approved May 14, 1890
Section 2, pages 110-111

14852

February 6, 1914.

H. Kent McCay, Esq.,
City Engineer.

Dear Sir:-

Sometime since I wrote you requesting a plat showing the elevations of property on the south side of Hamburg street between Sharp and Warner streets in connection with the Baltimore and Ohio Grade Crossing questions on Hamburg street. As yet, I have not received this plat, and as it is extremely important to us, I would thank you to give this matter your prompt attention.

Yours respectfully,

Assistant City Solicitor.

B.H.McK.
M.I.P.

14852

September 30, 1913.

Alexander Preston, Esq.,
Deputy City Solicitor.

Dear Sir:

I refer herewith to you a letter from the City Engineer, dated September 29th, enclosing a letter from Mr. W. F. Strouse, of the B. & O. Railroad, in reference to certain drains at or near the Lee street bridge.

I also enclose, for your information, an opinion from Mr. McKindless in reference to the same general subject, but whether it would govern the present inquiry I have not considered.

Kindly prepare a proper reply to Mr. McCay's letter, and oblige

Yours very truly,

S.S.F.
K.H.D.
(Enc.)

City Solicitor.

14852 ✓

January 22, 1914.

H. Kent McCay, Esq.,
City Engineer.

Dear Sir:-

The Hamburg Street Grade Crossing Cases will in all probability be tried this term, beginning on or shortly after the 17th of February. I would like to have a diagram or plat showing the front elevations of the row of houses on the south side of Hamburg street between Sharp and Howard, and between Eutaw and Warner streets, from the former elevation of the pavement to the roof, ^{and} showing the exact position or location at which the approach to the bridge crosses the front of each house.

Will you kindly furnish this Department with such plat?

I would like to have it on tracing paper, so that if we desire we can have blue prints made of it.

Thanking you for the favor, I beg to be,

Yours respectfully,

Assistant City Solicitor.

B.H. McK.

February 23, 1914.

H. Kent McCay, Esq.,
City Engineer.

Dear Sir:-

Mr. Hilton, of your Department, has delivered to me drawings showing the front elevations of properties on the south side of Hamburg street between Sharp and Warner streets. He has also furnished me with a number of photographs showing the situation involved in the Grade Crossing Cases.

I beg to thank you for the same and to state that Mr. Hilton has gone into the matter with a great deal of care and thoroughness and that the drawings are entirely satisfactory and will be of great assistance in the trial of the Baltimore and Ohio Grade Crossing Cases.

Yours respectfully,

Assistant City Solicitor.

B.H.McK.
M.I.P.



14852 ✓
Department of Public Improvements
Office of
City Engineer

H. K. McCay,
City Engineer.

Baltimore

June 20, 1913.

Mr. S. S. Field, City Solicitor,
Baltimore.

Dear Sir:

In reply to your favor of June 19, 1913, file No. 14852, I write to say that I am preparing a plan for the raising of the grade of Plum Alley so as to bring it up to the viaduct on the north side.

This is a feasible proposition, although, of course, it will involve possibly some damage to the property in Plum Alley, and therefore, I will make my recommendation to the Board of Estimates on next Tuesday, *July 1st.* that this approach may be built by the City in Plum Alley, so as to allow access to this portion of the alley north of Cross Street.

Yours very truly,

H. K. McCay
CITY ENGINEER.

H.

DEPARTMENT OF PUBLIC IMPROVEMENTS
SUB-DEPARTMENT: HARBOR BOARD
BALTIMORE, MD.

OSCAR F. LACKEY, M. AM. Soc. C. E.

HARBOR ENGINEER

PRESIDENT

W. D. SANNER, SECRETARY

M. H. GODDRICH

J. S. ARMIGER

W. G. KNAPP

JAMES H. IRVIN, CLERK



December 11, 1914.

Mr. Benj. H. McKindless,
Asst. City Solicitor.

Dear Sir:

In reply to your inquiry of December 7, 1914 relating to the time access to and from the properties on the south side of Hamburg Street, between Sharp and Warner Streets, was prevented or seriously interfered with on account of the construction of the approaches to the Hamburg Street bridge.

The work on the west approach was started about August 12, 1910, and on the east approach about August 30, 1910. As this work involved the tearing up of the street bed no vehicular traffic could use the street for the purpose of gaining access to the properties on the south side thereof subsequent to the date of starting the work.

Pedestrian traffic along the south footway of the street was interfered with, though not entirely obstructed, by the operations of the contractor in constructing the retaining walls of the approaches; it was necessary to place the braces supporting the forms for the wall across the footway.

The west approach walls were constructed between August 30, 1910 and October 11, 1910; the east approach walls were constructed between Sept. 15-10 and November 4, 1910.

Pedestrian traffic was not entirely closed on the old lower level footways until the new footways on the approaches were constructed. The new footway on the east approach was constructed during the latter part of May and the early part of June 1911 and on the west approach during June 1911.

Yours truly,

J. R. Alexander
Princ. Asst. Engineer.

HAMBURG STREET BRIDGE.

East Approach.

- 1Q. When was work commenced ?
A. About August 30, 1910.
- 2Q. When were the retaining walls commenced ?
A. About September 5, 1910.
- 3Q. When completed ?
A. About November 1, 1910. (Bet. Oct. 26 and Nov. 4, 1910)
- 4Q. When was filling commenced ?
A. About September 5, 1910.
- 5Q. When completed ?
A. Prior to Jan. 17, 1911.
- 6Q. When were columns to support sidewalk commenced ?
- 7Q. When completed ?
- 8Q. When was construction of sidewalk commenced ?
- 9Q. When completed ?
A. Columns and sidewalk constructed in one operation. Work began May 16, 1911, completed first part of June 1911.

West Approach.

- 12Q. When was work commenced ?
A. About August 12, 1910.
- 13Q. When were the retaining walls commenced ?
A. August 30, 1910.
- 14Q. When completed ?
A. October 11, 1910.
- 15Q. When was filling commenced ?
A. About August 12, 1910.
- 16Q. When completed ?
A.

A. Prior to Jan.17,1911.

17Q. When were columns to support sidewalk commenced ?

18Q. When completed ?

19Q. When was construction of sidewalk commenced ?

20Q. When completed ?

A/ Columns and sidewalks constructed during June 1911.

Bridge Proper

10Q. When was the iron work of the bridge commenced ?

A. Feb. 10,1911.

11Q. When completed ?

A. First part of March 1911.

*Memo. from
S. R. Alexander.*

December 11, 1914.

Duncan K. Brent, Esq.,
General Counsel's Office,
B. & O. Central Bldg.,
City.

Dear Sir:-

I enclose herewith copy of letter addressed to me and signed by Mr. S. R. Alexander; and also copy of certain questions which I propounded to him and answers thereto involved in the Plea of Limitations filed in the B. & O. Grade Crossing Cases.

I understand from Mr. Alexander that probably some of these dates are not quite accurate, although the same are approximately correct. He tells me, however, that some of the engineers of the Railroad Company have information from which the accuracy of the dates may be checked.

Trusting this will give you all desired information, I beg to be,

Yours respectfully,

Assistant City Solicitor.

B.H.McK.
M.I.P.

(COPY)

CITY of BALTIMORE
Maryland.

Municipal Departments.

December 11, 1914.

Mr. Benj. H. McKindless,
Asst. City Solicitor.

Dear Sir:-

In reply to your inquiry of December 7, 1914 relating to the time access to and from the properties on the south side of Hamburg Street, between Sharp and Warner Streets, was prevented or seriously interfered with on account of the construction of the approaches to the Hamburg Street bridge.

The work on the west approach was started about August 12, 1910, and on the east approach about August 30, 1910. As this work involved the tearing up of the street bed no vehicular traffic could use the street for the purpose of gaining access to the properties on the south side thereof subsequent to the date of starting the work.

Pedestrian traffic along the south footway of the street was interfered with, though not entirely obstructed by the operations of the contractor in constructing the retaining walls of the approaches; it was necessary to place the braces supporting the forms for the wall across the footway.

The west approach walls were constructed between August 30, 1910 and October 11, 1910; the east approach walls were constructed between Sept. 15-10 and November 4, 1910.

Pedestrian traffic was not entirely closed on the old lower level footways until the new footways on the approaches were constructed. The new footway on the east approach was constructed during the latter part of May and the early part of June 1911 and on the west approach during June 1911.

Yours truly,

(Signed) S. R. Alexander.

Princ. Asst. Engineer.

(COPY)

CITY of BALTIMORE
Maryland.

Municipal Departments.

December 11, 1914.

Mr. Benj. H. McKindless,
Asst. City Solicitor.

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Yours truly,

(Signed) S. R. Alexander.

Princ. Asst. Engineer.

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Bridge Proper.

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A. Feb. 10, 1911.

11Q. When completed?

A. First part of March 1911

Memo. from

S. R. Alexander.

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Memo. from

S. R. Alexander.

File this copy in File No. 14852.

9962

May 27, 1914.

Mr. H. K. McCay,
City Engineer.

Dear Sir:

Replying to your letter of the 25th inst., I advise you that the B. & O. Railroad Company is responsible for the cost of keeping an inspector on the work during the time of the construction of the overhead crossings.

By the terms of Ordinance No. 387 of August 16, 1909, the B. & O. is required to pay all the cost of the construction and paving of the bridge. (See Section 3).

Section 2 provides as follows:

"All work done hereunder shall be subject to the supervision of the City Engineer, and shall not be considered as completely and properly performed until declared by him to be satisfactory and until accepted by him."

Of course, in order to be able to say that the work is done satisfactorily, it is necessary for you to keep an inspector on the work, and the inspector, of course, must be paid, and the expense of the inspector is a necessary part of the cost of building the bridge and approaches which the B. & O. is required to pay.

The obligation on the B. & O. is not simply to build the bridge and the approaches but to build them to the satisfaction of the City Engineer, and it is the cost of building them to the satisfaction of the City Engineer that the B. & O. must pay.

Mr.H.K.McC. - #2.

Moreover, if there were any doubt about this, it is expressly covered by Section 10 of Article 35 of the City Code of 1906. Under this Section you could have required the B. & O. to deposit the money to cover the cost of inspection; but your failure to make them pay in advance does not relieve them of the obligation to pay.

I may add that this opinion accords with an opinion given by my predecessor, Mr. Poe, to Mr. E.T.Fendall, then City Engineer, under date of December 8, 1908 (our file No.9211).

Yours very truly,

S.S.F.
K.H.D.

City Solicitor.

October 25, 1915.

HERITAGE BOND

James W. Ogier, Esq.,
City Engineer's Office,
City Hall.

Dear Sir:-

I am returning herewith one bundle of Baltimore and Ohio Grade Crossing Plats, which you delivered to me during trial of some of the Baltimore and Ohio Grade Crossing cases. These plats should be carefully preserved, because the Baltimore and Ohio Railroad Company may sue the City to recover the amounts which have been paid as the result of the litigation arising out of the Grade Crossing cases.

Yours respectfully,

Assistant City Solicitor.

B.H.McK.
M.I.P.

October 27, 1915.

James W. Ogier, Esq.,
Engineer's Department,
City Hall.

Dear Sir:-

A few days ago I sent you a bundle of blue prints relative to the elimination of the grade crossings over the tracks of the Baltimore and Ohio Railroad. I find that I left three blue prints out of that bundle, which, by the way, are probably the most important ones of them all, and which I herewith return; two thereof being dated September 7, 1908 and signed by Jenks B. Jenkins; the other being signed by Isham Randolph and on this I do not see any date. This is the white print. Will you kindly put these back in the files of your Department, that they may be preserved?

Thanking you for the favor, I beg to be,

Yours respectfully,

B.H.McK.
M.I.P.

Assistant City Solicitor.

THE BALTIMORE AND OHIO RAILROAD COMPANY.

LAW DEPARTMENT.

HUGH E. BOND, JR.,
GENERAL COUNSEL.

BALTIMORE, MARYLAND.

February 24, 1915.

SUBJECT:

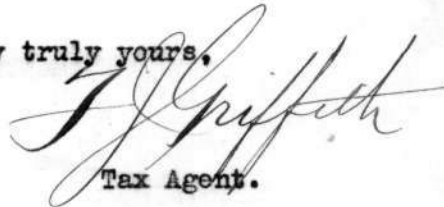
Frank Driscoll, Esq.,
Asst. City Solicitor,
Baltimore, Md.

Dear Sir:

I enclose herewith two statements showing the net amounts due by the Baltimore & Ohio Railroad Company on account of closing streets in South Baltimore in accordance with provisions of Ordinance No. 387 approved August 16, 1909.

These statements are prepared in accordance with an arrangement made with you. As I understand it, the City is to prepare a bill in accordance with these amounts after being checked by the Comptroller and City Collector.

Very truly yours,



J. J. Griffith
Tax Agent.

S/H-Encl.

For adjustment of benefits assessed and damages awarded on account of the condemnation and closing of the following streets in the City of Baltimore, Md., pursuant to the provisions of Ordinance No.387 approved August 16, 1909:

Perry St. from E.S.Howard to a point 100' E. of Howard			
B. & O. R. R. Co.	"A"	\$687.06	
Md. Const. Co.	"B"	171.76	
Hrs. of F. C. Graff	"C"	5.20	
Peter Bankard	"D"	<u>176.97</u>	\$1,040.99 ✓
Conway St. from E.S.Howard to a point 100' E. of Howard			
B. & O. R. R. Co.	"A"		642.83 ✓
Wayne St. from E.S.Howard to a point E. of Howard			
R. E. & I. Co.	"A"	45.00	
B. & O. R. R. Co.	"B"	<u>135.36</u>	180.36 ✓
Barre St. from E.S.-Eutaw St. to a point 100' E. of E.S.Howard			
B. & O. R. R. Co.	"A"		591.69 ✓
Welcome Ay. bet. E.S.Eutaw and a point 100' E. of Howard			
B. & O. R. R. Co.	"A"	1,198.63	
Wm. Hopkins	"B"	50.00	
R. E. & I. Co.	"C"	18.00	
do	"D"	<u>24.00</u>	1,290.63 ✓
Patapsco Av. from N.S.Hill to S.S.York St.			
Heirs of Benj. C. Howard	"A"		1,777.78 ✓
Spring Garden Av. from N.S.Hill to S.S.York St.			
Heirs of B. C. Howard	"A"	960.41	
R. E. & I. Co.	"B"	640.31	
B. & O. R. R. Co.	"C"	<u>320.11</u>	1,920.83 ✓
York St. from E. S. Eutaw to W. S. Sharp			
B. & O. R. R. Co.	"A"	3,957.54	
Heirs of N. L. Wood	"B"	180.00	
Heirs of G. A. Hughes	"C"	270.00	
Heirs of N. L. Wood	"D"	559.80	
R. E. & I. Co.	"E"	270.00	
Hrs. of Jno. Berry & Jno. Waltham	"F"	<u>237.60</u>	5,474.94 ✓
Howard St. from S.S.Camden St. to N.S.Hill St.			
B. & O. R. R. Co.	"A"	251.00	
Est. Theo. C. Linderman &			
R. E. & I. Co.	"B"	250.00	
Hrs. of Wm. Gibson	"C"	6,250.00	
Est. John Simmoning & D.M. Perine	"D"	250.00	
Est. A. Knupp, W.H. Hale, D.M. Perine,			
and Baltimore Belt	"E"	650.00	
Hrs. Jacob Meyers & Balto. Belt Line	"F"	1,650.00	
B. & O. R. R. Co.	"G"	1,565.56	
Est. of Jno. Zody, Balto. Belt Line	"H"	150.00	

For

Howard St. from S.S. Camden St. to N.S. Hill St.

Pres. & Mgrs. Balto. Gen'l Dispensary)		
Wm. Osborn & Balto. Belt Line R. R.) "I"	\$170.00
Hrs. Sam'l Owings or Francis Burns,		
The Balto. Belt Line	"J"	225.00
Francis Burns & the Balto. Belt Line RR	"K"	450.00
Sam'l Owings & the Balto. Belt Line RR	"L"	380.00

\$12,241.56 ✓
~~\$25,169.61~~

Total Benefits Assessed-----

Less duplicate amounts charged on account of surveys and plats

Perry St.	\$51.05 ✓	
Conway St.	61.14 ✓	
Barre St.	244.84 ✓	
Welcome Alley	272.00 ✓	
Patapsco Ave.	38.00 ✓	
Spring Garden Ave.	33.00 ✓	
York St.	254.40 ✓	
Howard St.	324.42 ✓	\$1,278.85

Less duplicate amounts charged on account of examination of titles.

Perry St. Joseph S. Goldsmith	\$75.00 ✓	
do Title Guarantee & Trust Co.	6.50 ✓	\$81.50
Conway St. Joseph S. Goldsmith	75.00 ✓	
do T. G. & T. Co.	3.25 ✓	78.25
Barre St. Joseph S. Goldsmith	200.00 ✓	
do T. G. & T. Co.	4.00 ✓	204.00
Welcome Alley, Joseph S. Goldsmith	200.00 ✓	
do T. G. & T. Co.	5.00 ✓	205.00
Patapsco Ave. Joseph S. Goldsmith	150.00 ✓	
do T. G. & T. Co.	2.50 ✓	152.50
Spring Garden Ave. Joseph S. Goldsmith	150.00 ✓	
do T. G. & T. Co.	4.00 ✓	154.00
York St. Joseph S. Goldsmith	350.00 ✓	
do T. G. & T. Co.	1.50 ✓	351.50
Howard St. Joseph S. Goldsmith	500.00 ✓	
do T. G. & T. Co.	12.00 ✓	512.00

\$1,738.75

Less Damages Awarded

Street	Name of Company	No. on Plats of Comm'rs.
--------	-----------------	-----------------------------

For Street	Name of Company	No. on Plates of Comm'rs.		
Perry	R. E. & I. Co.	2	86.00	-
Perry	Md. Const. Co.	1	6.00	-
Conway	R. E. & I. Co.	1, 2, 3, 4, & 5	7.00	-
Wayne	do	1, 2, 3 & 4	6.00	-
Barre	B. & O. R.R.Co.	1, 2, 3, 4, 5, 6, 10, 14, 16, 17, 18, 19, & 20.	16.00	-
Barre	R. E. & I. Co.	6, 7, 8, 9, 10, 11, 12, & 13.	10.00	-
Welcome Ay.	B. & O. R.R.Co.	1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19.	73.00	69.00
Welcome Ay.	R. E. & I. Co.	6, 7, 8, & 9.	4.00	-
Patapsco Av.	do	1, 2, 3, 5, 6, 7 and 9	1,140.99	-
Spring Garden Av.	B. & O. R.R.Co.	1	187.50	-
do	R. E. & I. Co.	2, 3, 4, 6 & 8	958.12	-
York St.	B. & O.R.R.Co.	1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 13, 22, 30, 39, 43 and 44	1,686.95	-
York St.	R. E. & I. Co.	9, 13, 15, 16, 17, 19, 20, 21 23, 24, 26, 27, 28 29, 31, 32, 33 34, 35, 36, 37 38, 40 & 42	1,758.69	1756.69
York St.	B. & O.R.R.Co.	14	147.00	-
do	do	14½	241.55	-
do	do	28½	42.30	-
do	do	42½	241.55	-
Howard	do	1 to 37 inc.		
		39, 46, 52, 53 59 and 60	9,513.00	9510.00
do	R. E. & I. Co.	43, 44, 47, 48 49, 50, 51, 54, 55, 56, 57, 58, 61, 62, 64, 65, and 66	173.00	167.00
Howard	Md. Const. Co.	40, 41, 42, & 45	78.00	-
			<u>\$16,376.65</u>	<u>\$19,394.25</u>
				\$ 5,775.36

Adjustment of benefits assessed and damages awarded on account of the condemnation and closing of the following streets in the City of Baltimore, Md., pursuant to the provisions of Ordinance No. 387 approved August 16, 1909:

Benefits Assessed

Montgomery St. from Howard to Eutaw, Heirs of Charles Ridgley and Baltimore & Ohio Railroad Lot No. A	\$ 4,158.00 ✓
Ostend St. from Howard St. to 150 ft. W. of Eutaw, Ests. Robt. Oliver & David M. Perine Lot No. A	2,576.40 ✓
Ostend St. from Howard St. to 150 ft. W. of Eutaw St., Ests. John Berry & Chas. Constable Lot No. B	3,934.04 ✓
Ostend St. from Howard St. to 150 ft. W. of Eutaw St., Est. Wm. McMechen Lot No. C	1,179.14 ✓
Eutaw St. from Stockholm to Middle Branch Patapsco River, Devises of Robt. Oliver & D. M. Perine Lot No. A	4,786.13 ✓
Eutaw St. from Stockholm to Middle Branch Patapsco River, Ests. John Berry & Chas. Constable Lot No. B	2,728.97 ✓
West St. from Eutaw St. to Howard, Devises of Robt. Oliver Lot No. A.	<u>6,312.74</u> ✓
Total Benefits Assessed - - -\$25,675.42 ✓	

Less duplicate amounts charged on account of surveys and plats:

Montgomery St.	\$254.40 ✓	
Ostend St.	169.40 ✓	
Eutaw St.	192.94 ✓	
West St.	<u>165.27</u> ✓	\$782.01 ✓

Less duplicate amounts charged on account of examining titles:

Montgomery St.	\$300.00 ✓	
Ostend St.	100.00 ✓	
Eutaw St.	200.00 ✓	
West St.	<u>100.00</u> ✓	\$700.00 ✓

In reference to Montgomery Street you will note we have deducted

City Surveyor Charges	\$254.40 ✓
Examining titles	300.00 ✓

The amounts shown on the duplicate receipts attached are

City Surveyor Charges	\$190.74 ✓
Examining titles	200.00 ✓

The Commissioners for Opening Streets advised the Company and Mr. Driscoll, City Solicitor, the amounts charged on their books were erroneous and same would be adjusted with the City Solicitor and City Collector when bills are prepared.

Less Damages Awarded

<u>Street</u>	<u>Name of Company</u>	<u>No. on Plats of Comm'rs.</u>		
Montgomery	B. & O. R. R. Co.	1, 2, 3, 4 & 5	\$3,327.00 -	
Ostend	R. E. & I. Co.	7 and 8	3,681.60 -	
Ostend	B. & O. R. R. Co.	1, 2, 4, 5 and 6	3,512.86 -	
Eutaw	do	1, 2, 3, 7, 8 & 9	2,882.88 -	
Eutaw	R. E. & I. Co.	4 and 10	4,018.12 -	
West	B. & O. R. R. Co.	1, 2, 3, 4, 5 & 6	5,829.58 -	
West	R. E. & I. Co.	3 and 6	2.00 -	
			<u>\$23,254.04</u> ✓	24,736.05
			Net Amount Due -----	\$ 939.37

Baltimore, Md., Oct. , 1914.

James F. Thrift, Esq.,
Comptroller, City of Baltimore,
City Hall.

Dear Sir:-

You are hereby authorized to pay to the Baltimore and Ohio Railroad Company the following amounts , being in full for damages awarded by the Commissioners for Opening Streets in the matter of the condemnation and closing of the following named streets pursuant to the provisions of Ordinance No. 387 approved on the 16th day of August, 1909.

Street Closed	Property Designated on Plat of Commissioners	Amount Damages.
Perry Street from Howard St. to a point 100' E. of Howard St.	Number 1	\$ 6.00 ✓
Howard Street from Camden St. to Hill St.	Numbers 40, 41, 42 and 45	78.00 ✓
	Total	<hr/> \$ 84.00

Maryland Construction Company of Baltimore City

Angus L. Bond Jr.
Vice-President

no
copy

CODES:
LIEBERS ✓
A. B. C. 5TH
NEW WALL ST.
W. U.

CABLE ADDRESS
"MERTRUST"

MERCANTILE TRUST & DEPOSIT COMPANY OF BALTIMORE

WILTON SNOWDEN, VICE-PRESIDENT
J. R. WALKER, VICE-PRESIDENT
FRED. G. BOYCE, JR. VICE-PRESIDENT

A. H. S. POST, PRESIDENT

JOHN MCHENRY, TREASURER
T. H. FITCHETT, SECY. & ASST. TREAS.
C. I. REYNOLDS, ASST. SECRETARY

CAPITAL \$ 1,500,000
SURPLUS \$ 3,000,000
TRUST DEPARTMENT

May 27th, 1914

Mr. Frank Driscoll, Asst. City Solicitor,
Department of Law,
Court House, City.

Dear Sir:

We beg to acknowledge receipt of your letter of May 25th,
with enclosed release for parcel taken from the Baltimore Belt Rail-
road Company in the widening of Belair Road.

We are forwarding the paper to the Legal Department of the
Baltimore and Ohio Railroad, asking them to let us know if it is
all right.

Very truly yours,

J. R. Walker
Vice President.

Baltimore, Md., February 11, 1915.

James F. Thrift, Esq.,
Comptroller, City of Baltimore,
City Hall.

Dear Sir:

You are hereby authorized to pay to the Baltimore & Ohio Railroad Company the following amounts, being in full for damages awarded by the Commissioners for Opening Streets in the matter of the condemnation and closing of the following named streets pursuant to the provisions of Ordinance No. 387 approved on the 16th Day of August, 1909.

<u>Street Closed</u>	<u>Property designated on plat of Commissioners</u>	<u>Amount Damages.</u>
Eutaw St. from Stockholm St to Patapsco River	Numbers 4 & 10	\$4,018.12 ✓
Ostend St. from Howard St. to a line 150' west of Eutaw St.	Numbers 7 & 8	3,681.60 ✓
West St. from Eutaw St to Howard St.	Numbers 3 & 6	<u>2.00</u> ✓
		\$7 701 72



Real Estate and Improvement Company
of Baltimore City.

Attest:
C. Woodford
Secretary

W. B. Sherman
Vice-President.

Plus.

These amounts taken from Releases,
 yours very truly,
 H. B. Sumner

Street	Lots	Amount
Conway	1, 2, 3, 4, 5	7.00
Wayne	1, 2, 3, 4	6.00
Ostend	7, 8	3681.60
West	3, 6	2.00
Perry	1	6.00
"	2	86.00
Barre	6, 7, 8, 9, 10, 11, 12, 13	10.00
"	1, 2, 3, 4, 5, 6, 10, 14, 16, 17, 18, 19, 20	16.00
Welcome A	1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19	73.00
Welcome A	6, 7, 8, 9	4.00
York	28 1/2	43.30
"	14 1/2	242.55
Ostend	1, 2, 4, 5, 6	3512.86
West	1, 2, 3, 4, 5, 6	5829.58
Eutaw	1, 2, 3, 7, 8, 9	2882.88
Howard	1-36, 37, 39, 46, 52, 53, 57, 60	9513.00
"	43, 44, 47-51, 54-58, 61, 62, 64, 65, 66	173.00
Montgomery	1, 2, 3, 4, 5	3327.00
Howard	40, 41, 42, 45	78.00
Spring Garden	1	187.50
"	2, 3, 4, 6, 8	958.12
York St.	14	147.00
"	1, 3-13, 22, 30, 39, 43, 44	1686.95
"	9, 13, 15, 16, 17, 19, 20, 21, 23, 24, 26-29, 31-38, 40, 42	1758.69
	Grand	34, 232.01

41
 60
 122
 103
 72

Street

Lots

Amount

but Fed.

34,232.01

York

42 1/2

242.55

Putapsca

1, 2, 3, 5, 6, 7, 9

1140.99

Total amt.

35,625.55

February 21, 1916.

Mr. James F. Thrift,
City Comptroller.

Dear Sir;

We hereby assign the damages, awarded in the matter of the closing of the streets mentioned below to us, to the Mayor and City Council of Baltimore so that the same may be applied as far as possible to the payment of benefits assessed against our property.

<u>Street</u>	<u>Lots</u>	<u>Amount.</u>
Conway.....	1, 2, 3, 4, 5,	\$ 7.00
Wayne.....	1, 2, 3, 4,	6.00
Ostend.....	7 and 8.....	3681.60
West.....	3 and 6	2.00
Perry.....	1.....	6.00
"	2	86.00
Barre.....	6, 7, 8, 9, 10, 11, 12, 13,	10.00
"	1, 2, 3, 4, 5, 6, 10, 14, 16, 17, 18, 19, 20...	16.00
Welcome Al.....	1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19.....	73.00
Welcome Al.....	6, 7, 8, 9.....	4.00
York.....	28 $\frac{1}{2}$	43.30
"	14 $\frac{1}{2}$	242.55.
Ostend.....	1, 2, 4, 5, 6,.....	3512.86

Mr. J. F. T. #2.

<u>Street</u>	<u>lots</u>	<u>Amount</u>
West.....	1, 2, 3, 4, 5, 6,	\$ 5829.58
Eutaw.....	1, 2, 3, 7, 8, 9.....	2882.88
Howard.....	1-36, 37, 39, 46, 52, 53, 59, 60.....	9513.00
"	43, 44, 47-51, 54, 58, 61, 62, 64, 65, 66.....	173.00
Montgomery.....	1, 2, 3, 4, 5.....	3327.00
Howard.....	40, 41, 42, 45.....	78.00
Spring Garden Ave.....	1	187.50
" " "	2, 3, 4, 6, 8.....	958.12
York st.....	14.....	147.00
" "	1, 3-13, 22, 30, 39, 43, 44.....	1686.95
" "	9, 13, 15, 16, 17, 19, 20, 21, 23, 24, 26-29, 31-38, 40, 42.....	1758.69
" "	42½.....	242.55
Patapsco.....	1, 2, 3, 5, 6, 7, 9.....	<u>1140.99</u>
	Total amount..	\$36,625.55

Very truly yours,

F.D.
R.R.S.

14852

March 30th, 1916.

Mr. John M. Pope,
City Collector's Office.

Dear Sir;

I am forwarding you herewith Deeds and Releases, Certificates of Title, assignments of damages to pay benefits, and duplicate receipts for title searching and for surveyor's charge.

Mr. McNeil, of the Baltimore & Ohio Railroad Company, will call on you and after you go over the matter with him, I think we will be able to get this matter straightened out.

The streets involved are as follows:

Conway	Ostend
Wayne	West
Ostend	Rutaw
West	Howard
Perry	Montgomery
Barre	Spring Garden avenue
Welcome Alley	Patapsco
York	

Very truly yours,

F. D.
R.R.S.

Assistant City Solicitor.

Baltimore, Md., March 2nd, 1916.

The Mayor & City Council of Baltimore, Md.

James F. Thrift,
Comptroller.

We hereby assign the damages awarded in the matter of the closing of the streets mentioned below to the Mayor and City Council of Baltimore so that the same may be applied as far as possible to the payment of benefits assessed against property of the Baltimore & Ohio Railroad Company:

Street	Lots	Amount.
Conway	1, 2, 3, 4, 5	7.00
Wayne	1, 2, 3, 4,	6.00
Ostend	7 and 8	3681.60
West	3 and 6	2.00
Perry	1	6.00
"	2	86.00
Barre	6, 7, 8, 9, 10, 11 12, 13	10.00
"	1, 2, 3, 4, 5, 6, 10, 14, 16, 17, 18, 19, 20	16.00
Welcome Al	1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19	69.00
Welcome Al	6, 7, 8, 9	4.00
York	28½	42.50
"	14½	241.55
Ostend	1, 2, 4, 5, 6	3512.86
West	1, 2, 3, 4, 5, 6,	5829.56
Bataw	1, 2, 3, 7, 8, 9,	2882.88
"	4, 10	4018.12
Howard	1-36, 37, 39, 46, 52, 53, 59, 60	9510.00
"	43, 44, 47-51, 54-58, 61 62, 64, 65, 66	167.00
"	40, 41, 42, 45	78.00
Montgomery	1, 2, 3, 4, 5,	3327.00
Spring Garden Ave.	1	187.50
" " "	2, 3, 4, 6, 8	958.12

street	lots	Amount
York -----	14 -----	\$ 147.00
" -----	1,3-13,22, 30,39,43,44 -----	1686.95
" -----	9,13,15,16,17,19, 20,21,23,24,26-29, 31-38,40,42 -----	1756.69
" -----	42 ¹ / ₂ -----	241.55 ²⁴
Patapsee -----	1,2,3,5,6,7,9 -----	<u>1140.99</u>
	T o t a l ----	\$39615.69

BAKIMORE AND OHIO RAILROAD COMPANY.

BY _____
VICE PRESIDENT

Baltimore, Md., Oct. , 1914.

James F. Thrift, Esq.,
Comptroller, City of Baltimore,
City Hall.

Dear Sir:-

You are hereby authorized to pay to the Baltimore and Ohio Railroad Company the following amounts, being in full for damages awarded by the Commissioners for Opening Streets in the matter of the condemnation and closing of the following named streets pursuant to the provisions of Ordinance No. 387 approved on the 16th day of August, 1909.

Street Closed	Property designated on Plat of Commissioners	Amount Damages.
Perry Street from Howard St. to a point 100' E. of Howard St.	Number 2	\$ 86.00 ✓
Conway Street from the E.S. of Howard St. to a point 100' E. of Howard St.	Numbers 1, 2, 3, 4, and 5	7.00 ✓
Wayne Street from Howard St. to a point 100' E. of Howard St.	Numbers 1, 2, 3 and 4	6.00 ✓
Barre Street from Eutaw St. to a line 100' E. of Howard St.	Numbers 6, 7, 8, 9, 10, 11, 12 and 13	10.00 ✓
Welcome Alley from Eutaw St. to a line 100' E. of Howard St.	Numbers 6, 7, 8 and 9	4.00 ✓
Patapsco Ave. from Hill St. to York St.	Numbers 1, 2, 3, 5, 6, 7 and 9	1,140.99 ✓
Spring Garden Ave. from Hill St. to York St.	Numbers 2, 3, 4, 6 and 8	958.12 ✓
York Street from Eutaw St. to Sharp St.	Numbers 9, 13, 15, 16, 17, 19, 20, 21, 23, 24, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 40 and 42	1,758.69 ✓
Howard Street from Camden St. to Hill St.	Numbers 43, 44, 47, 48, 49, 50, 51, 54, 55, 56, 57, 58, 61, 62, 64, 65 and 66	173.00 ✓
		<hr/> \$4,143.80

Real Estate and Improvement Company
of Baltimore City.

E. W. Furman
Vice President

14,852.

October 3rd, 1913.

H. K. McCay, Esq.,
City Engineer.

Dear Sir:-

Replying to yours of the 29th, in reference to taking care of certain drainage from houses on Sharp street, I enclose herewith copy of an opinion of the Deputy City Solicitor, in which I concur.

I am also returning herewith to you the letter of September 27th from W.F. Strouse, which accompanied your letter to me.

Very truly yours,

City Solicitor.

S.S.F.
V.McG.

(ENC.)



14852

Department of Public Improvements
Office of
City Engineer

H. K. McKay,
City Engineer.

Baltimore
Sept. 29, 1913

Mr. S. S. Field,
City Solicitor,

Dear Sir:-

I hand you herewith a letter received from the B. & O. R. R. in reference to drains around the Lee St. Bridge. The construction of this crossing necessitates the taking care of the drainage, especially on the west side of this approach, and the B. & O. R. R. have demanded that the City take care of this drainage.

I would be very much obliged if you would inform me whether the burden is upon the City or upon the R. R. Co. to take care of this drainage.

Yours very truly,

H. K. McKay.

City Engineer

S. S. FIELD,
CITY SOLICITOR
ALEXANDER PRESTON,
DEPUTY CITY SOLICITOR

Department of Law,

Henry W. Weeks, Clerk
Court House
Baltimore, Md.

FRANK DRISCOLL,
ROBERT F. LEACH, JR.,
BENJAMIN H. MCKINDLESS,
ASSISTANT CITY SOLICITORS

IN REPLY REFER TO FILE NO. 14852

September 30, 1913.

K.H.D.

Alexander Preston, Esq.,
Deputy City Solicitor.

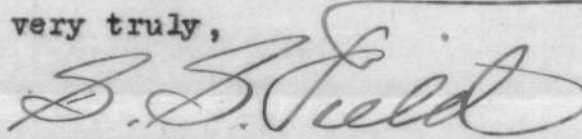
Dear Sir:

I refer herewith to you a letter from the City Engineer, dated September 29th, enclosing a letter from Mr. W. F. Strouse, of the B. & O. Railroad, in reference to certain drains at or near the Lee street bridge.

I also enclose, for your information, an opinion from Mr. McKindless in reference to the same general subject, but whether it would govern the present inquiry I have not considered.

Kindly prepare a proper reply to Mr. McCay's letter, and oblige

Yours very truly,


City Solicitor.

S.S.F.
K.H.D.
(Enc.)

S. S. FIELD,
CITY SOLICITOR
ALEXANDER PRESTON,
DEPUTY CITY SOLICITOR

Department of Law,

Henry M. Weeks, Clerk
Court House
Baltimore, Md.

FRANK DRISCOLL,
ROBERT F. LEACH, JR.,
BENJAMIN H. MCKINDLESS,
ASSISTANT CITY SOLICITORS

IN REPLY REFER TO FILE NO. 14852

October 2, 1913.

Hon. S. S. Field,
City Solicitor.

Dear Sir:

In reply to your letter of September 29th, enclosing certain correspondence in regard to drainage along the east retaining wall of the east approach to Lee street bridge, I beg to advise you as follows:

It appears from the correspondence that certain drainage from houses fronting on Sharp street now collects along the retaining wall of the approach to the Lee street bridge; it also appears that it will be necessary to construct underground drains for the purpose of taking care of this drainage, because of the construction of the bridge and the approaches, as this drainage can no longer flow in an unobstructed line as it did prior to the construction of the bridge.

I have examined Ordinance No. 387, approved August 16, 1909, and find that there is no provision in the said ordinance requiring the B. & O. Railroad to take care of drainage which might become necessary by reason of the improvements made under this ordinance. The ordinance specifies what the B. & O. is required to do in the case of certain sewers, but has no provisions relating to sewers which may become necessary by reason of the work.

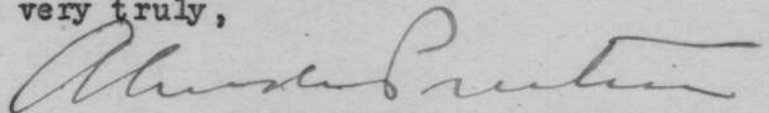
I have also examined the opinion of Mr. McKindless, dated May 5, 1913, relative to the removal of a sewer, and find that it

Hon.S.S.F.#2.

does not cover the case we are now considering but refers to the actual physical removal of a sewer which occupied the space necessary for the construction of the Lee street bridge, and the principle there decided has no application to the present case.

In my judgment, the cost of taking care of the drainage in this particular instance would devolve upon the city.

Yours very truly,



Deputy City Solicitor.

A.P.
K.H.D.



JAMES H. PRESTON
MAYOR.

Mayor's Office,

14852

BALTIMORE, MD.,

May
Third
Nineteen
Thirteen.

S. S. FIELD, Esq.,
City Solicitor,
Court House, CITY.

My dear Mr. Field:-

It becomes necessary to remove one of the ^{new} sewers
before the construction of the ^{abutment} ~~dam~~ at the Lee street
bridge which is being erected by the Baltimore & Ohio Rail-
road company.

I think the Ordinance, - with which you are more
familiar than I am, - provides that the City shall bear
the expense of the removal of structures that may be in
the way of this improvement, (which is being constructed
by the Baltimore & Ohio company.)

Will you be kind enough to look at this Ordinance
and tell me whether ^{we should} ~~it would be possible~~ to charge this cost
to the Baltimore & Ohio company, the Sewerage Commission, or
some other City Department?

Yours very truly,

James H. Preston

JHP-g

Mayor.

S. S. FIELD,
CITY SOLICITOR
ALEXANDER PRESTON,
DEPUTY CITY SOLICITOR

Department of Law,

Henry W. Weeks, Clerk
Court House
Baltimore, Md.

FRANK DRISCOLL,
ROBERT F. LEACH, JR.,
BENJAMIN H. MCKINDLESS,
ASSISTANT CITY SOLICITORS

May 5, 1913.

IN REPLY REFER TO FILE NO. _____

Hon. S. S. Field,
City Solicitor.

Dear Sir:-

In reply to your verbal request to draft a reply to a letter, dated May 3, 1913, from Hon. James H. Preston, Mayor, to yourself, relative to the cost of removing one of the new sewers preliminary to the construction of the abutment of the Lee street bridge which is being erected by the Baltimore and Ohio Railroad Company, I beg to say that I have examined the provisions of Ordinance No. 387, approved August 16, 1909, which in part are as follows:

Sec. 2 page 96 - "the cost of said work be borne and defrayed as hereinafter provided."

Sec. 3 page 96 - "That at Lee street the Baltimore and Ohio Railroad Company shall construct at its own cost a steel girder bridge, extending from a line parallel to and 100 feet east of the east building line of Howard street to the west building line of Eutaw street", &c.

Sec. 3 page 101 - "The approaches to said bridges shall be constructed upon a location to be fixed and provided by the City of Baltimore at its own cost, and said City shall make all changes in the established street grades which may be necessary for the construction of said bridges and approaches, and bear all expense of

widening or changing any streets and acquiring any land, easements and rights necessary for the construction of said approaches."

Said Sec. 3 page 101 further provides, "The Baltimore and Ohio Railroad Company shall construct said approaches and pave the same at its own cost, upon plans to be approved by the City Engineer and in a manner satisfactory to him."

Said Sec. 3 page 101 further provides, "The Baltimore and Ohio Railroad Company shall always maintain said bridges, piers and supports and said stairways in good condition, and shall keep the paving of the roadways and the sidewalks thereon in repair, except any portion thereof required to be maintained by any street railway company; and the said city shall maintain all the approaches to said bridges and the paving and sidewalks upon said approaches."

Said Sec. 3 page 102 further provides, "The Baltimore and Ohio Railroad Company *** shall begin the construction of the bridge at Lee street, and the approaches thereto, within two years from the date of the passage of this ordinance and shall complete the same within three years from the date of the passage of this ordinance."

Said Sec. 3 page 103 further provides, "The Baltimore and Ohio Railroad Company shall, at its own cost, divert the sewer in Howard street, between Camden and Hill streets, and reconstruct the same in a manner satisfactory to the City Engineer, and shall bear the expense of lowering or otherwise caring for any electrical conduits which may be affected by changes in its tracks or work done under this ordinance, subject to the approval of the Electrical Engineer."

Hon. S.S.F #3.

From the foregoing provisions of the Grade Crossing Ordinance, the location of the approaches are to be fixed and provided by the City; and the City shall make all changes in the established street grades and bear all expense of widening or changing any street and of acquiring any land, easements or rights necessary for the construction of said approaches. The City shall maintain all approaches to said bridges and the paving and sidewalks upon said approaches.

The Baltimore and Ohio Railroad Company shall construct, at its own cost, the steel girder bridge and shall always maintain said bridge, piers and supports and the stairways; and shall also construct the approaches and pave the same, at its own cost, with further provision as to the time when the work shall begin and when the same shall be completed.

It will be seen from the above quoted provisions of said Grade Crossing Ordinance that the obligation for the physical construction of the bridge and the approaches and the cost thereof is upon the Baltimore and Ohio Railroad Company.

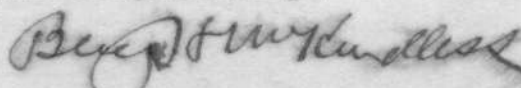
The obligation upon the City is merely to fix and provide the location for the approaches and to bear all expense of widening and changing any street and acquiring any land, easements and rights necessary for the construction of said approaches. The obligation upon the City, in my opinion, does not include the physical change of sewers and sewer pipes

Hon. S.S.F. #4.

necessary to afford location for foundations, abutments, &c., nor the defraying of the cost incident thereto. This, it seems to me, is part of the obligation involved in the construction, and is upon the Baltimore and Ohio Railroad Company, of course, under the supervision of the proper City Officials.

Trusting this will give you all desired information, I beg to be,

Yours respectfully,



Assistant City Solicitor.

B.H. McK.
M.I.P.

14852

May 6th 1913.

HON. JAMES H. PRESTON,
M a y o r,
City Hall.

Dear Mr. Preston:-

Referring to your inquiry by letter of the 3rd, I enclose copy of an opinion from Mr. McKindless in which he holds, and I think correctly, that the expense of removing the sewer out of the way of the abutment for the Lee Street Bridge must be born by the B. & O.

Very truly yours,

ENC
SSF
GV

CITY SOLICITOR.

14852



Department of Public Improvements
Office of
City Engineer

H. K. McKay,
City Engineer.

Baltimore

June 9th, 1913.

Mr. S.S. Field,

City Solicitor.

Dear Sir:-

I hand you herewith copies of two letters received from the B & O Railroad Co., in reference to moving sewer mentioned in your letter of May 6th, File No. 14852. I am sending you these letters for your information, and would say I have replied to these letters, sending them a copy of your letter of May 6th.

Yours very truly,

H. K. McKay

City Engineer.

Copy.

Mt. Royal Sta.
Baltimore, Md. June 7th, 1913.

Elimination of Grade Crossing, Lee Street, Baltimore, Md.

Mr. H.K. McCay,

City Engineer.

Dear Sir:-

Mr. C. Fernald has referred your letter of June 4th., to me together with copy of his reply to same. On April 17th., I took this matter up with you advising that the Railroad Company did not consider itself liable for expenditures of this character, inasmuch as the work is located in a public street which is not occupied in any way by the Railroad or interfered with by Railroad operations.

I have, therefore, to request that arrangement be made at once to remove this obstruction so that we can proceed with the construction of the pedestals, work upon which is now tied up. We have never before been called upon to bear expense of changes in water or sewer lines in public streets in connection with the elimination of grade crossings, and see no reason why we should be asked to bear the expense in this instance.

Yours truly,

W.F. Strouse,

Assistant Engineer.

COPY.

Baltimore, Md. June 7th, 1913.

Mr. H.K. McCay,
City Engineer,
Baltimore, Md.

Dear Sir:-

I have yours of June 4th., enclosing plan of change of location of sewer at Lee and Eutaw Streets, and copy of letter from the Chief Engineer of the Sewerage Commission, in reference thereto:-

From the wording of your letter the suggestion is indicated that you expect the B & O R.R. to care for the work, which is contrary to my understanding of the matter, and as such a course is opposed to precedent in the arrangement and distribution of costs thereto prevailing, in the work under the Elimination of Grade Crossing project. I have forwarded the papers in the case to Mr. W.F. Strouse, Assistant Engineer, B & O Railroad Co., for his information and await his instructions to guide the action to be taken by me?

In the meantime, work has been suspended on the construction of that portion of the bridge involved in the sewer location.

Very truly yours,

Chas. Fernald.

Inspector.

14,852

CLOSING CECIL ALLEY BETWEEN STOCKHOLM AND OSTEND STREETS.

LOT A.

BEGINNING for Lot A at the corner formed by the intersection of the South side of Stockholm Street and the West side of Cecil Alley now in process of closing, running thence Southwardly along the West side of said Cecil Alley 133 feet, thence Eastwardly at right angles with said West side of Cecil Alley 10 feet to the centre line of said Cecil Alley, thence Northwardly along said centre line 133 feet to the South side of Stockholm Street, thence Westwardly along said South side of Stockholm Street 10 feet to the place of beginning.

Fee simple in Balto + Ohio Railroad Co.

LOT B.

BEGINNING for Lot B at a point on the west side of said Cecil Alley at the southwest corner of Lot A, running thence southwardly along said west side of Cecil Alley 132 feet to the north side of Ostend Street, thence eastwardly along said north side of Ostend Street 10 feet to the centre line of said Cecil Alley, thence northwardly along said centre line 132 feet to the southeast corner of Lot A, thence westwardly binding on Lot A 10 feet to the place of beginning.

Free simple in the heirs & devisees of Charles
Constable and John Berry

LOT C.

BEGINNING for Lot C at the intersection of the south side of Stockholm Street and the east side of Cecil Alley, running thence westwardly along said south side of Stockholm Street 10 feet to the centre line of said Cecil Alley and to the northeast corner of Lot A, thence southwardly along said centre line and binding on Lots A and B, 199 feet thence eastwardly perpendicular to the east side of said Cecil Alley 10 feet to said east side of Cecil Alley, thence northwardly along said east side of Cecil Alley 199 feet to the place of beginning.

Leasehold in Balto. & Ohio Railroad Company
Reversion in fee and annual rent of \$1200.00
in E. Glenn Perine, Ann C. Perine & Mary P. Platt et al.

Lot D.

BEGINNING for Lot D at a point on the east side of said Cecil Alley at the southeast corner of Lot C, and running thence westwardly binding on Lot C 10 feet to the centre line of said Cecil Alley and to Lot B, thence southwardly along said centre line and binding on Lot B 66 feet to the North side of Ostend Street, thence eastwardly along said north side of Ostend Street 10 feet to the east side of said Cecil Alley and thence northwardly along said east side of Cecil Alley 66 feet to the place of beginning.

Leasehold in Balto. & Ohio Railroad Company
Reversion in fee and annual rent of \$396.00
in Safe Deposit & Trust Co., of Balto.; Trustee.

November 8th, 1916.

Mr. John H. Robinette,
President,

Commissioners for Opening Streets,

Dear Sir;

I hand you herewith plat and descriptions for
the closing of Cecil alley, between Stockholm street
and Ostend street.

Very truly yours,

F. D.
R. R. S.
(Enc.)

Assistant City Solicitor.

CLOSING CECIL ALLEY BETWEEN STOCK-
HOLM AND OSTEND STREETS.

LOT A.

BEGINNING for Lot A at the corner formed by the intersection of the south side of Stockholm street and the west side of Cecil alley, now in process of closing, running thence southwardly along the west side of said Cecil alley 133 feet, thence eastwardly at right angles with said west side of Cecil alley 10 feet to the centre line of said Cecil alley, thence northwardly along said centre line 133 feet to the south side of Stockholm street, thence westwardly along said south side of Stockholm street 10 feet to the place of beginning.

Fee simple interest is vested in the Baltimore & Ohio Railroad Company.

LOT B.

BEGINNING for Lot B at a point on the west side of said Cecil alley at the southwest corner of Lot A, running thence southwardly along said west side of Cecil alley 132 feet to the north side of Ostend street, thence eastwardly along said north side of Ostend street 10 feet to the centre line of said Cecil alley, thence northwardly along said centre line 132 feet to the southeast corner of Lot A, thence westwardly binding on Lot A 10 feet to the place of beginning.

Fee simple interest is in the heirs or devisees of Charles Constable and John Berry.

LOT C.

BEGINNING for Lot C at the intersection of the south side of Stockholm street and the east side of Cecil alley, running thence westwardly along said south side of Stockholm street 10 feet to the centre line of said Cecil alley and to the northeast corner of Lot A, thence southwardly along said centre line and binding on Lots A and B, 199 feet, thence eastwardly perpendicular to the east side of said Cecil alley 10 feet to said east side of Cecil alley, thence northwardly along said east side of Cecil alley 199 feet to the place of beginning.

Leasehold interest is in the Baltimore & Ohio Railroad Company.

Reversion in fee and annual rent of \$1200.00 in E. Glenn Perine, Ann C. Perine and Mary P. Platt, et al.

LOT D.

BEGINNING for Lot D at a point on the east side of said Cecil alley at the southeast corner of Lot C, and running thence westwardly binding on Lot C 10 feet to the centre line of said Cecil alley and to Lot B, thence southwardly along said centre line and binding on Lot B 66 feet to the North side of Ostend street, thence eastwardly along said north side of Ostend street 10 feet to the east side of said Cecil alley and thence northwardly along said east side of Cecil alley 66 feet to the place of beginning.

Leasehold interest in Baltimore and Ohio Railroad Company.

Reversion in fee and annual rent of \$396.00 in Safe Deposit & Trust Company of Baltimore, Trustee.