To the Honorable H. Collins Lee Judge of the Superior Court of Baltimore City, sitting in equity.

The bill of complaint of George P. Kane respectfully represents, That a certain Daniel Warfield was seized in fee, and Samuel D. Tenge was his tenant for ninety nine years, renewable forever, of a tract of land in Baltimore County, through which a stream called Jones' Falls now flows. That the said Tenge had on the said land, and on the stream aforesaid, a valuable Merchant Flour Mill known as "Rockdale Mill." That the Mayor and City Council of Baltimore, under and by virtue of the Act of Assembly of Maryland, passed at the session of 1853, Chapter 376, entitled "An Act to supply the City of Baltimore with pure water", caused to be condemned a part of said land, and a part of the damages arising out of said condemnations was applied to the extinguishment of the whole rent reserved on the said property, so that the said Tenge became thereby the owner of all the remaining interest and estate in the said land free and discharged from the said rent; That the said Tenge afterwards took the benefit of the insolvent laws of Maryland, and the said tract of land and mill and improvements, subject to such rights as the Mayor and City Council of Baltimore

therein had acquired by the condemnation aforesaid, was set up at public sale and sold, by Thomas M. Lanahan, Esq. the permanent trustee of said insolvent, and was bought by your orator, who complied with the terms of said sale by paying a part of the purchase money in cash, and gave his notes for the balance, which notes, as far as they have matured, he has paid, and will pay the residue as they shall fall due: That when said property was set up for sale as aforesaid it was expressly sold as a Merchant Flour Mill, having valuable water rights thereto appurtenant, and without such water rights the same would have been of much less value: That immediately after said purchase your orator was put in possession of said property and up to the period of the commission of the wrong and injury he is about to detail, he was in the undisturbed and peaceable enjoyment of the same, using it for the manufacture of Flour, for the grinding and delivery of which he is under heavy contract, having agreed with Alexander Winchester, Esq. a large dealer in flour in the City of Baltimore, to manufacture for him all the ~~barrels of~~ flour ~~per day~~, ~~which is~~ within the working capacity of his said mill; and upon the failure to perform

which

which he will be liable to the recovery of damages by the said Winchester. That on the seventeenth day of November, instant, James J. Juter, water engineer, ~~and~~ to the City Council of Baltimore, claiming to act under and by virtue of the aforesaid Act of Assembly of Maryland, and the ordinances of said corporation for supplying said City with pure water, entered upon the Dam belonging to the said Rockdale Mill then in the possession and use of your orator as aforesaid, and forcibly and violently, and against the known will and consent of your orator, opened and destroyed the sluice gate in the said dam, and thereby let off and discharged the water from the said Mill Dam, so that the said Mill can no longer be used as before for the manufacture of flour. And your orator further shows that since the date aforesaid, when the said sluice was opened and destroyed, the said engineer has commenced, and is now prosecuting, the actual destruction of the whole of said Dam, cutting away the wood work and blowing up the abutments, so that when its destruction shall be completed it will be incapable of being rebuilt as before, the present abutments being natural rocks of immense size, which cannot be equally well replaced by any artificial structure

And your orator further shews that the pretence under which the said James G Suter and the said Mayor and City Council of Baltimore, claim to be justified in the violent and wrongful act aforesaid, is that by the Act of Assembly of Maryland before mentioned, the said Mayor and City Council, being authorized to condemn land which may be expedient and necessary for the purpose of conveying water into the said City, they did condemn the land whereon your orators said Mill Dam is situated, and that they did thereby acquire the entire property in fee simple in said land, free from and uncontrolled by any qualifications or restrictions as to the use they may make of the same. Whilst on the contrary your orator affirms that the right of the said Mayor and City Council of Baltimore, acquired by said condemnation, is only to the use of said land and the said water course, for the purpose of supplying the City of Baltimore with pure water, and that your orator and those under whom he claims, has and had, the full right to continue to use the same in any manner not inconsistent with the above mentioned right of the said Mayor and City Council of Baltimore. To this extent your orator is ready now and

hers

has been at all times ready to accede to the claims of the said Mayor and City Council of Baltimore, and he has proposed heretofore, through his counsel, to the Counsellors of the City, to docket by consent such form of law procedure as would be proper to adjudicate and finally settle the conflicting claims of your orator and the said Mayor and City Council of Baltimore; but whilst the said Counsellors yielded his assent to the reasonableness of said proposition, the said Mayor and City Council of Baltimore and their Engineer aforesaid, have wholly disregarded and refused the same, and have resorted to the violent and unlawful proceedings aforesaid.

And your orator wholly denies that the use which he has made or which he proposes to make of the said land and water course in any manner interferes with or impairs the use of the same by the said Mayor and City Council of Baltimore in the exercise of their conceded rights to use the same for supplying the said City with water; the only use which your orator makes of the same being to cause the said water to pass over his water wheel, instead of passing over the breast of said Dam.

and that use is made without the smallest impairment of its quantity or pollution of its quality; and in proof that your orators said use of the waters of Jones' Falls is not injurious to the rights of said Mayor and City Council of Baltimore your orator avers that the same use is made of the said water by all the mills on said stream, both above and below your orators mill, with the knowledge and consent of the said Mayor and City Council of Baltimore, their Engineer and Agents, and no objection has been made thereto in any case except in that of your orator.

And your orator further states that since the commission of the wrong and injury before stated, he has instituted on the law side of this court an action at law against the said James S Suter and also against the said Mayor and City Council of Baltimore, in which will be tried and finally settled and adjudicated the respective rights of your orator and the said defendants, in the premises; and one object of the present suit is to obtain from your Honor an Injunction to enjoin and restrain the said defendants from interfering with your orators lawful

use

use of the said water until the said suit at law shall be determined; or if the same shall be inadequate to adjust and determine the rights of your orator, of which he is advised by counsel there is reasonable doubt, until your orator's rights in the premises shall be adjudicated in this suit, by this Honorable Court; and your orator alleges as a reason why the remedy at law of your orator may be considered as doubtful and inadequate, is that the said Mayor and City Council of Baltimore being a municipal Corporation limited in its general action to the territorial limits of the City of Baltimore, may be held by a Court of law to be incapable of committing an actual tort by force and arms, especially when the same is committed out of the City limits, and that such injury can only be redressed by a suit against the individual wrong doer, through whose agency the said tort may have been committed; and your orator avers that if such should prove to be the law, and your orator shall be thrown for redress for the damages he has already sustained, and will continue to sustain by the continuance of the said wrong, upon the personal responsibility of the said James S Sykes, he

will be wholly without remedy, since the said James J. Suter is insolvent, and has no personal pecuniary responsibility to response in damages to the just claims of your orator. And your orator further avers, as an additional reason why full relief in the premises cannot be had at law, is that the wrong and injury done to him is a continuing injury which can only be redressed by multiplied suits, brought from time to time, against whomsoever, might be the actual wrongdoer, in the service of the said Mayor and City Council of Baltimore; and as the agents and officers of the said City are subject to constant changes, and are frequently irresponsible persons, and the amount of damages to which your orator would be entitled would be regulated by the damages recoverable and recovered against him for the non-performance of his contract aforesaid for the manufacture of flour, he would be involved in constant, expensive and vexatious litigation, which in the end would make a great loss to him.

And your orator further avers that the said wrong and injury goes to the entire destruction of the ~~entire~~ property of your orator as a mill property, as and for which he bought it, and as it has always heretofore been enjoyed

5

by your orator and those under whom he claims. And your orator herewith files a copy of the docket entries of the said suit at law, and he prays leave hereafter to file the record of condemnation in the case of the Mayor and City Council of Baltimore against Samuel D Tengo ~~which now remains in the archives of this court.~~

For as much therefore as your orator is remediless in the premises save by the interposition of this Honorable Court, to the end that the said defendants may answer the premises, and that they may be informed and restrained from interfering with your orator in the use of the said water course to run his said mill till the said suit at law shall be determined or till the further order~~ing~~ of this Court, and that your orator may have such other and further relief as his case may require, may it please your Honor to grant to your orator the writ of Injunction commanding the said James S. Suter and the Mayor and City Council of Baltimore, themselves, their agents servants or attorneys to desist and refrain from injuring or destroying your orator's dam aforesaid, or any of the appurtenances to said mill, and

from interfering with your orator in such use of the water of Jones' Falls for running the said "Rockdale Mill" as does not interfere with the use of the same by the Mayor and City Council of Baltimore for supplying the said City with pure water, till the action at law brought by your orators against the said defendants shall be determined, and till the further order of this Court; and also the State's writ of Subpoena commanding the said defendants to be and appear in this Court by a day to be therein named, to answer the premises, and abide by such decree as may be passed therein

Robert Jacobs,
Solr for Compt.

State of Maryland Baltimore City Sct

I hereby certify that on this twenty-seventh day of November, in the year eighteen hundred and fifty eight, before the subscriber, a Justice of the Peace for said State, in and for the City aforesaid, personally appeared George P. Kane and made oath on the Holy Evangelys of Almighty God

that the matters and things stated in the annexed bill of complaint are true as stated to the best of his knowledge & belief

Wm H Hemmwell

Ordered by the Court this Twenty-eighth day of November 1858, that an injunction issue in this case as prayed, on the filing of a bond with approved security in the penalty of ~~six~~ three thousand dollars — Leave is given the defendants hereon for a dissolution after filing the answer and notice of ~~ten~~ three days to complainant

J. Collins Lee

164
1858 Nov 1

George P. Kane

v.

James S. Gatti &
The Mayor & City
Council of Baltimore

Injunction

Plaintiff's Petition

William Fallon

for Auditor

Fd 28th Nov 1858

COMMISSIONER'S OATH.

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of these parties, take the examinations and depositions of all and every witness and witnesses produced and examined, by virture of the commission hereunto annexed, upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to and left with you, by either of the parties.—So HELP YOU GOD.

Charles Alexander
Justice of the Peace of the State of
Maryland in and for Baltimore City
November 27th 1838

CLERK'S OATH.

You shall truly, faithfully, and without partiality to any or either of the parties in this case, take, write down, and transcribe the depositions of all and every the witness or witnesses, produced before and examined by the Commissioner ~~or~~ _____ of them named in the commis hereunto annexed, as far forth as you are directed and employed by the said Commissioner ~~or~~ _____ of them, to take, write down, and transc the said depositions, or any of them.—So HELP YOU GOD.

(Equity.)—Commission to take Testimony.

Printed by McCoull & Slater, N. W. corner of Baltimore & Charles street.

THE STATE OF MARYLAND TO

H. R. Dulany Esq

COMMISSIONER named on the part of the Complainant , and Defendants

KNOW YE, that you are appointed COMMISSIONER TO EXAMINE WITNESSES in a case depending in the SUPERIOR COURT OF BALTIMORE CITY, on the equity side thereof, between

George P. Kane Complainant

vs

James S. Suter
The Mayor & City Council
of Baltimore — Defts.

Therefore you are requested, after having taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as CLERK to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such witnesses as shall be named or produced to you, either by the Complainant — , or Defendants , and that you examine them upon their corporal oaths, to be by you administered on the Holy Evangely of Almighty God, touching their knowledge or remembrance of anything that may relate to the cause aforesaid; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same, with this commission, closed under your hand and seal to the Judge of the said COURT, with all convenient speed.

Witness, the Honorable Z. COLLINS LEE, Judge of our said COURT, the First day of November in the year eighteen hundred and fifty eight

Issued the 26th day of November 1858

Geo. E. Langston
Clk

The execution of this commission appears by certain schedules hereunto annexed.

Henry R Dulany (Seal)
Commissioner.

Stamp

Mayor & City Council of Baltimore

"B" 533

"Box"

Commission to take testimony

Dist. for Complt.
Dulany for Deft.

Costs of Commissioner
Complainants' costs — $15
Defendants costs — $15
$30

Henry R Dulany
Commissioner.

Copy.

Office of the Water Board
Nov 19th 1858

James S Suter
Water Engineer
Sir

You are hereby directed to stop the Dam at Rockdale Mill so as to prevent any obstruction to the flow of Water, and this shall be your full authority

Adam Denmead
Columbus O'Donnell
Z Gilty Shaffer
Committee of the Water Board

Copy
Saadelius

Balto June 10. 58

Col Geo. P Kane
Sir I am directed to say to you that before using the water at Rockdale Mill you will call and make arrangements for the same as to the price you will be charged for same, by the Water Board
Yours Respectfully
W. Stevenson
Registrar

Compl. Exhibit:

No. 3 –

Fd 4th Decr 1838

Compl. Exhibit

No. 4.

June 1st 58.

W Stevenson

Register –

Water Board

fd 4th Decr 1838

State of Maryland Baltimore County to wit:

At a circuit court of the Sixth Judicial circuit of the State of Maryland, begun and held at the Court house in the City of Baltimore for the County aforesaide on the fourth Monday in November (being the twenty fourth day of the same month in the Year of our Lorde One thousande, Eight hundrede and fifty six.

Present

The Honorable John H Price Judge
William Pole Esq Sheriff
Henry M. Fitzhugh Clerk.

Among others were the following proceedings to wit:

Warrant Return and Inquisition as to damages sustained by Samuel S Tonge for Lands for the use of the Mayor and City Council of Baltimore

Be it remembered that heretofore to wit: on the 25th day of November in the Year of our Lorde Eighteen hundrede and fifty six the Sheriff of Baltimore County in pursuance of the Act of Assembly in such case made and provided made return to the circuit Court here the following warrant, inquisition and return to wit:

State of Maryland Baltimore County.

To William Pole Sheriff of said County Sir,

Whereas the Mayor & City Council of Baltimore

have applied to me in writing hereto annexed to issue my warrant to you to summon twenty disinterested persons to meet on the lands & premises of saide Samuel D Tonge in saide County to act as a Jury to value the same, for the use and occupation of the Mayor and City Council of Baltimore. Now therefore you are hereby commanded to summon twenty disinterested persons freeholders & inhabitants of saide County & not related to the owner or owners or persons interested in saide Lands as Jurors to be and appear at 10 O'clock A M on the tenth day of November next upon saide Lands at Rockdale Factory or Burnt Mill on Jones Falls in saide County to justly and impartially value the damages which the saide Samuel D Tonge or others will sustain by the use and occupation of saide property by the Mayor and City Council of Baltimore to convey water to the City of Baltimore, and have then and there this Warrant

Given under my hand and Seal this 10th day of October A D 1856

Jas W Owings (Seal)

Justice of the Peace in & for Baltimore County

The application referred to in the within warrant is as follows to wit:

Baltimore 9th Oct 1856

James W Owings Esq Justice of the Peace for Baltimore County

Dear Sir

Being unable to agree with Samuel D Tonge of Baltimore County for his land to be used by the Mayor & City Council of Baltimore for the Conveyance of water into the City. You are hereby requested to issue your warrant to William Pole Esq

Sheriff of saide County State of Maryland to summon a Jury for its condemnation

respectfully &c G. L. Arlaney
Atty for the City of
Baltimore

Office of the Water Board
Baltimore October 10th 1856

Samuel A Tonge Esq

Notice is hereby given you that in pursuance of a warrant this day issued by James W Owings a Justice of the Peace for Baltimore County a Jury of twenty freeholders will meet on your lands in Baltimore County at the Rockdale Factory on Jones' Falls at 10 o'clock on the 10th day of November next, being the time appointed for such meeting in said warrant to value the damages which will be sustained by you, by the condemnation of saide property to the use and occupation of the Mayor and City Council of Baltimore for the conveying water into saide City, when and where you are warned to be present by this notice in duplicate

Respectfully your Obed Servt
George Neilson
Pres Com Water Board

Maryland Baltimore County to wit: An inquisition taken at the saide County on the 15th day of November AD 1856 before William Pole Esq Sheriff of saide County on the oaths of John Hartzell, Pleasant Hunter, John Moke, William Gewand, William Devin, John B Pearce, Benjamin R Payne, John Black, Francis Fancett, William Jones and Caleb D Owings and C Howard Owings who having been summoned by saide Sheriff and sworn

justly and impartially to value the damages which the said Samuel D. Tonge will sustain by the use and occupation of the piece or parcel of Land in said County by the Mayor and City Council of Baltimore and which said piece of Land is included within the following bounds that is to say: Beginning for the same where the South line of the property now owned by the Mayor and City Council of Baltimore (formerly the White Hall Mill property) intersects the Eastern high water line of Jones Falls and running thence binding on the said South line of property owned by the Mayor & City of Baltimore westwardly to the Western high water line of Jones' Falls thence Southwardly binding on the Western high water line of Jones' Falls to the North line of the property now or lately owned by the Mount Vernon Company (the water right of said Company having been heretofore ceded up to the crossing of said North line to the Mayor & City Council of Baltimore) thence eastwardly binding on the said North line of the property now or lately owned by the Mount Vernon Company to the Eastern high water line of Jones' Falls, thence binding on the Eastern high water line of Jones' Falls Northwardly to the place of Beginning: which said piece or parcel of land with all water rights whatsoever thereto attached together with the leasehold and fee simple Estate therein is required by the said Mayor & City Council of Baltimore for the conveying water into said City upon their works, do say that they value the Damages which the said Samuel D. Tonge will sustain by the taking use and occupation aforesaid at the sum of Thirty two thousand Dollars, In Testimony whereof we the subscribers being the Jurors aforesaid have hereunto set our hands and seals on the day and year first above written

John Hartzell (seal) Benj N Payne (seal)
Pleasant Hunter (seal) John Slack (seal)
John Moske (seal) Francis C Fossett (seal)
William Stuart (seal) William Jones (seal)
William Levin (seal) Caleb D Owings (seal)
John B Pearce (seal) C. H. Owings (seal)

I do hereby certify & return to the Clerk of the Circuit Court of Baltimore County the within Inquisition taken before me on the oaths of the Jurors within named and herein set forth & reduced to writing signed & sealed in my presence agreeably to the directions of the Act of Assembly entitled "An act for supplying the City of Baltimore with pure water" passed the 27th day of May A D 1853

William Dole Sheriff of Baltimore County

In the matter of the Mayor and City Council of Baltimore for the consideration of the Lands belonging to Samuel D Tonge, I hereby certify and return that by the authority and in pursuance of the within warrant to me directed I summoned a Jury of twenty disinterested persons freeholders and inhabitants of said County and not related to the owner or owners or persons interested in the said Lands to meet on the premises on the tenth day of November A D 1856 at ten O'clock at which time and place did appear John Hartzell, David Jean, Joshua M Bosley, Pleasant Hunter, John Moske, William H Shipley, William Levin, John B Pearce, John H Longnecker, Benjamin N Payne, John Slack, John Bosley of Wm, Francis C Fawcett, Edward Rider Jun Daniel Lee, William Jones, Caleb D Owings, C. Howard Owings, William Stewart and Hughey Morgan they being the Jury aforesaid of which meeting twenty days previous notice

thereof hade been given by the saide Mayor ande City Council of Baltimore to the saide Samuel D Tonge.

Whereupon the Mayor ande City of Council of Baltimore struck from the List four names to wit: Joshua M Boley, Hughey Morgan, John H Longnecker ande John Boley of Wm ande the saide Samuel D Tonge also struck from saide list four names to wit: David Jean, William H Shipley Edwarde Rider Jun ande Daniel Lee

Whereupon John H Artzell, Pleasant Hunter John Moore, William Stewarde, William Levin, John B Pearce, Benjamin N Payne, John Slack, Francis C Fancett, William Jones, Caleb D Wings ande C Howarde Wings, twelve men to act as a Jury of inquest of damages ande before the saide Twelve men proceeded to act as such I administered to each of them the followings oaths as they respectively were

"You make oath on the Holy Evangely of Almighty God that you will justly ande impartially value the damages which Samuel D Tonge will sustain by the use ande occupation of as much lande as is required by the Mayor ande City Council of Baltimore, whereupon having shown the saide Jury the tract of lande within described ande directed the saide Jury to estimate the damages resulting to the saide Samuel D Tonge from the taking of saide Lande ande also the Leasehold ande Fee simple Estate therein for the conveying of water to the City of Baltimore the saide Jury did reduce their Inquisition

to mitting and did sign and se — al the same in manner and form as
by the Original Inquisition here — annexed and made part of this
return doth appear. Whereupon — hereby return the said Inquisition to
Samuel D Tonge to Henry M Fi — hugh Esq Clerk of the Circuit Court of
Baltimore County as directed — by the Act of Assembly entitled "An
Act for supplying the City of — Baltimore with pure water" passed
twenty seventh day of May A D — 1853

William Pole Sheriff of
Baltimore County

And afterwards to wit: on the 14th — ay of January in the year of our Lord One
thousand Eight hundred and fifty — ven the following Exceptions to Inquisition
were filed to wit:

In the matter of the Mayor & City Council of Baltimore
vs
S. D Tonge

Inquisition to assess damages under the Act Assembly filed in the Circuit Court of Baltimore County

The said S. D Tonge by Reverdy Johnson and G. H. Tagart — his counsel comes here in this Court — and files his exceptions to the said Inquis — ing and return of the Jury filed and moves the proceedings and says that the same ought not to be ratified and confirmed for the following reasons: 1st Because the amount of damages are wholly inadequate to the value — e of the property. 2nd Because no notice was ever given to Ebenezer Pyle who has an Equitable interest in the property mentioned in the proceedings in this cause as required by the Act of Assembly. 3rd Because some of the Jury summoned by the Sheriff upon the Inquisition were not freeholders as required by the Act of Assembly

Reverdy Johnson

2

S. H. Tagart
Attys for S. D. Tonge

Which being read and heard the Court passed the following order to wit:

In the matter of the Inquisition on the property of Saml D. Tonge condemned for the use of the Mayor & City Council of Baltimore

Circuit Court for Balto. Co. Nov. Term 1856 March 2nd 1857

Ordered by the Court that the Inquisition returned by the Sheriff in this case be and the same is hereby confirmed No sufficient cause to the contrary having been shewn

Jno. H. Price

In testimony that the aforegoing is a full and true transcript of the Record of proceedings of the Circuit Court for Baltimore County in the matter of the Inquisition on the property of Samuel D. Tonge I have hereunto subscribed my name and affixed the seal of the Circuit Court for Baltimore County this 26th day of November A.D. 1856

Geo. H. Carman Clk

(5) Compl. Exhibits
Copy of Inquisition
& Return -

Mayor & Cit. Council
of Baltimore
vs
S. D. Tongue

Fd 24th December 1838

Copy of Inquisition
in the matter of G. & Tingle

Horatio N. Gambrill & wife
Deed to
The Mayor & City Council of Balto.

This Indenture made this eight day of November in the year one thousand eight hundred and fifty six between Horatio N. Gambrill of Baltimore County in the State of Maryland and Eliza Gambrill his wife of the one part and The Mayor and City Council of Baltimore of the other part, Witnesseth that in consideration of the delivery to the said parties here to of the first part of Forty five thousand dollars in Baltimore City six per cent Water Stock the said Horatio N. Gambrill and Eliza Gambrill his wife do grant unto The Mayor and City Council of Baltimore aforesaid All the land forming the bed of Jones Falls in Baltimore County aforesaid of which the said Horatio N. Gambrill is the owner under the Deeds to him hereinafter mentioned Also the water water rights and water privileges of every kind heretofore belonging to and forming the waters of Jones Falls now being on and running through the Land of the said Horatio N. Gambrill in Baltimore County the title to which land and water rights and privileges he acquired under the following Deeds to him to wit one an Assignment from William McKim and Hasett McKim bearing date the twenty eighth day of October one thousand eight hundred and fifty six the other a Release from Moses Sheppard bearing date the third day of November one thousand eight hundred and fifty six both of which deeds are now recorded or are intended to be

recorded among the Land Records of Baltimore County Also the rights to lay pipes and to build a Tunnel or Tunnels through any portion of the Land of the said Horatio N. Gambrill described in the aforesaid Assignment and Release for the purpose of conducting Water to the City of Baltimore or for any other purpose which the Mayor and City Council of Baltimore aforesaid may choose to apply said water. And also the right of way through any portion of the land of the said Horatio N. Gambrill described in the aforesaid Assignment and Release to be used at any and all times hereafter in connexion with the use of the said water, water rights and privileges or the laying of pipes or building of Tunnels or repairing or using the same or for any other purpose which may be necessary to the full enjoyment and profitable use and management of the said water, water rights and privileges or the bed of said Falls to which they are attached. But it is declared to be the agreement of the parties hereto that the said Horatio N. Gambrill and his representatives owners of the land on the west of said Jones Falls shall have the right by himself or themselves his or their Agents or servants at all times to cross the aforesaid bed of Jones Falls, and further the said Horatio N. Gambrill shall have the right to use free of charge any surplus water which may by the Mayor and City Council of Baltimore aforesaid be permitted to flow

recorded among the Land Records of Baltimore County Also the rights to lay pipes and to build a Tunnel or Tunnels through any portion of the Land of the said Horatio N. Gambrill described in the aforesaid Assignment and Release for the purpose of conducting Water to the City of Baltimore or for any other purpose which the Mayor and City Council of Baltimore aforesaid may choose to apply said water. And also the right of way through any portion of the land of the said Horatio N. Gambrill described in the aforesaid Assignment and Release to be used at any and all times hereafter in connection with the use of the said water, water rights and privileges or the laying of pipes or building of Tunnels or repairing or using the same or for any other purpose which may be necessary to the full enjoyment and profitable use and management of the said water, water rights and privileges or the bed of said Falls to which they are attached. But it is declared to be the agreement of the parties hereto that the said Horatio N. Gambrill and his representatives owners of the land on the west of said Jones Falls shall have the right by himself or themselves his or their Agents or servants at all times to cross the aforesaid bed of Jones Falls, and further the said Horatio N. Gambrill shall have the right to use free of charge any surplus water which may by the Mayor and City Council of Baltimore aforesaid be permitted to flow

certify that on this eight day of November in the year one thousand eight hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland in and for Baltimore County aforesaid personally appeared Horatio N. Gambrill and Eliza Gambrill his wife and each acknowledged the aforegoing Deed to be their respective act.

Geo. W. Ritter

The within deed is approved as to form & title G. L. Dulany.

Recorded on the 8th day of November 1856 and examined per

H. M. Fitzhugh Clk

Maryland Baltimore County Set. I hereby certify the ~~the~~ aforegoing is a true copy taken from Liber H.M.F. No. 17 folio 384 &c. one of the Land Records of Baltimore County. In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 26th day of November A.D. 1856

Geo. H. Harman Clk

Compl. exhibit no 6.

H. N. Gambrill & wife

Deed to

Mayor & C. of Balto.

Copy

Filed Dec. 1858

H. 90

William E. Hooper &c.
Deed to
The Mayor & City Council of Balto.

This Deed made this sixth day of October in the year of our Lord one thousand eight hundred and fifty seven between William E. Hooper of Baltimore City in the State of Maryland and Catharine Hooper, his wife, of the one part and the Mayor and City Council of Baltimore of the other part, Witnesseth, that in consideration of the delivery to the parties of the first part hereto of Fifty thousand dollars in Baltimore City six per cent. Water Stock the said William E. Hooper and Catharine Hooper his wife do grant unto the Mayor and City Council of Baltimore aforesaid all the Land forming the bed of Jones Falls in Baltimore County aforesaid of which the said William E. Hooper is the owner under the Instruments of writing to him herein aftermentioned; also the water, water rights and water privileges of every kind heretofore belonging to and forming the waters of Jones Falls now being on and running through the Land of the said William E. Hooper, in Baltimore County, the title to which land and water rights & privileges he acquired under the following Instruments of writing to wit; one a Deed from Joseph Turner Junior and Rebecca his wife bearing date the ninth day of August one thousand eight hundred and fifty three, another an assignment from Horatio N. Gambrill, David Carroll and Henry Leef to William E. Hooper bearing date the thirtieth day of December eighteen hundred and forty eight which Deed and assignment

are recorded among the Land Records of Baltimore County in Liber T.K. No. 332 folio 514 &c and Liber A.W.B. No. 106 folio 224 &c, also a Release from John Clark to William E. Hooper and a deed in fee from George Brown and wife to said Hooper, to be recorded among the Land Records of Baltimore County and bearing date respectively the sixth day of October 1854, and the said sixth day of October 1857. Also the right to lay pipes and to buied a tunnel or tunnels through any portion of the Lands of the said William E. Hooper described in the aforesaid Instruments of writing for the purpose of conducting water to the City of Baltimore or for any other purpose ~~for~~ to which the Mayor and City Council of Baltimore may choose to apply said water. And also the right of way through any portion of the land of the said William E. Hooper described in the aforesaid Instruments of writing to be used at any and all times hereafter in connection with the use of said water water-rights and water privileges or the laying of pipes or building of tunnels or repairing or using the same or for any other purpose which may be necessary to the full enjoyment and profitable use and management of the said water water rights and privileges or the bed of said Falls to which they are attached but not to be so used as to injure any building without paying for the same. But it is declared to be the agreement of the parties that the said William E. Hooper and his representatives owners of the land on the west of said Jones

of Baltimore duly commissioned
and sworn In testimony whereof
I hereto set my hand and affix
the seal of the Superior Court of
(Seal place) Baltimore City this seventh day of
October A.D. 1858
Edwd Dowling Clerk of the Superior
Court of Baltimore City

Recorded on the 9th day of October 1858 and examined per H. M. Fitzhugh Clk

State of Maryland Baltimore County Set
I hereby certify that the aforegoing is
a true copy taken from Liber H.M.F.W.
20 folio 840 one of the Land Records of Baltimore
County — In testimony whereof
I hereto set my hand and
affix the seal of the Circuit
Court for Baltimore County
this 26th day of November
A.D. 1858
Geo. H. Carman Clk

Falls shall have the right by himself or themselves his or their Agent or Servants at all times to Crop the aforesaid bed of Jones Falls: and further the said William E. Hooper shall have the right to use free of charge any surplus water, which may by the Mayor & City Council aforesaid be permitted to flow from the dam of the parties of the second part North of the Land above mentioned until the Mayor and City Council of Baltimore aforesaid shall increase the body of Water in said Jones Falls, by the Introduction of some other stream or river above or into the aforesaid dam on the North; in which event it is declared that all rights to use any of the waters of said Jones Falls shall cease and not be claimed by the said William E. Hooper. And further it is declared to be agreed by and between the parties that until the introduction of such stream or river into Jones Falls as aforesaid the said William E. Hooper shall have the right to tap said Jones Falls and to build a Dam or dams to exercise the right of use over the above mentioned surplus water which may be permitted to flow by the Mayor and City Council of Baltimore aforesaid to flow from their aforesaid Dam, and also to cast into the bed of Jones Falls the aforesaid surplus water from his tail race at Woodbury Factory and shall have all other rights necessary for securing the full and free enjoyment of the aforesaid stream of

surplus water, until the introduction of such additional stream or river, in accordance with the agreement of the parties as hereinbefore set forth. And further it has been agreed that the said William E. Hooper shall pay the interest on the aforesaid water stock until the first day of April one thousand eight hundred and fifty eight unless the City shall sooner use the water hereby granted Witness our hands and seals

Test
Wm. H. Bayzand

William E. Hooper (Seal)
Catharine Hooper (Seal)

State of Maryland Baltimore City towit
I hereby certify that on this seventh day of October in the year one thousand eight hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Baltimore City aforesaid personally appeared William E. Hooper and Catharine Hooper his wife and acknowledged the foregoing Deed to be their respective act.

Wm. H. Bayzand

The above Deed sufficient
G. L. Dulany

State of Maryland Baltimore City Sct.
I hereby certify that William H. Bayzand Esquire before whom the annexed acknowledgments were made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City

Compl. Exhibit
No. 7.

Wm E. Hooper & wf.

Deed to

Mayor & C.C. of Baltimore

Copy

Fd 4th December 1838

$150

The Mount Vernon Company
Deed to
The Mayor & City Council of Balto.

This Indenture made this thirty first day of October in the year one thousand eight hundred and fifty six by the Mount Vernon Company incorporated by an Act of the General Assembly of the State of Maryland passed at December session one thousand eight hundred and forty nine Witnesseth that in consideration of the delivery to the said parties hereto of the first part of seventy two thousand five hundred dollars in Baltimore City six per cent Water Stock The Mount Vernon Company aforesaid doth grant unto the Mayor and City Council of Baltimore aforesaid all the Land forming the bed of Jones Falls in Baltimore County aforesaid of which the Mount Vernon Company aforesaid is the owner under the deeds to said Company hereinafter referred to Also the water water rights and water privileges of every kind heretofore belonging to and forming the Waters of Jones' Falls now being on and running through the Land of the said Company in Baltimore County the title to which Land and water rights and privileges the Mount Vernon Company acquired under the following deeds to the said Company to wit one an assignment from Thomas Wilson and others bearing date the twentieth day of May one thousand eight hundred and fifty and recorded among the Land records of Baltimore County in Liber A.W.B. No. 434 folio 507 &c. the other a conveyance from Hugh Jenkins and wife bearing date the thirty first day of October one

thousand eight hundred and fifty six recorded or intended to be recorded among the Land Records of Baltimore County Also the right to lay pipes and to buied a Tunnel or Tunnels or Conduits through any portion of the Land of the said party hereto of the first part described in the aforesaid assignment and conveyance for the propose of conducting Water to the City of Baltimore or for any other purpose which the Mayor and City Council of Baltimore aforesaid may choose to apply said Water and also the right of way through any portion of the Land of the said party hereto of the first part described in the aforesaid assignment and conveyance to be used at any and all times hereafter in connection with the use of said Water rights and privileges or the laying of pipes or building of Tunnels or repairing or using the same or for any other purpose which may be necessary to the full enjoyment and profitable use and management of the said water water rights and privileges or the bed of said Falls to which they are attached But it is declared to be the agreement of the parties hereto that the said party hereto of the first part and its representatives owners of the Land bounding on the said Jones Falls shall have the rights by its or their agents or servants at all times to cross the aforesaid bed of Jones Falls and further the said party hereto of the first part shall have the right to use free of charge any surplus water which may by the Mayor and City Council of Baltimore aforesaid be permitted to flow from the dam of the parties of the second part North of the Land above mentioned until the Mayor and City

Council of Baltimore aforesaid shall increase the body of water in said Jone's Falls by the introduction of some other stream or river above or into the aforesaid dam on the North in which event it is declared that all rights to use any of the water on said Jone's Falls by the said party hereto of the first part shall cease. And further it is declared to be agreed by and between the parties that until the introduction of such additional stream or river into Jones Falls as aforesaid the said party hereto of the first part shall have the right to tap said Jone's Falls and to build a dam or dams to exercise the right of use over the above mentioned surplus water which may be permitted by the Mayor and City Connail of Baltimore aforesaid to flow from their aforesaid dam. And also to cast into the bed of Jones Falls the aforesaid surplus water from the tail race at the Mount Vernon Factory and shall have all other rights necessary for the securing the full and free enjoyment of the aforesaid surplus water until the introduction of such additional stream or river in accordance with the agreement of the parties as hereinbefore set forth. And whereas it has been agreed that the said party hereto of the first part shall pay the interest on the aforesaid six percent. Water stock until the first day of April one thousand eight hundred and fifty eight unless the City

shall sooner use the water hereby granted. And the Mount Vernon Company aforesaid covenants to warrant specially the property hereby granted and to execute such further assurance as may be requisite. And the Mount Vernon Company aforesaid doth constitute and appoint Thomas E. Chastean of the City of Baltimore in the State of Maryland to be its true and lawful Attorney and for the said party of the first part and in its name and as its act and deed to acknowledge this Deed before any ~~one~~ person having authority by Law to take such acknowledgement in order that this Indenture may be duly recorded. Witness the seal of the Mount Vernon Company aforesaid and the signature of its President

Test Geo. W. Ritter Wm Kennedy President (Seal place)

State of Maryland Baltimore County towit

I hereby certify that on this thirty first day of October in the year one thousand eight hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland in and for Baltimore County aforesaid personally appeared Thomas E. Chastean the Attorney appointed in and by the Letter or power of Attorney contained in the foregoing deed and by virtue of the power and authority thereby granted doth acknowledge the said deed to be the act of the Mount Vernon Company the party of the first part thereto

Geo. W. Ritter

The within deed approved

G. L. Duleany

Recorded on the 4th day of November 1856 and examined
Per H. M. Filbrigh Clk

Maryland Baltimore County set. I hereby certify that the aforegoing is a true copy taken from Liber H. M. H. No. 1 of folio 222 one of the Land Records of Baltimore County In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 26th day of November A D 1856

Geo. H. Carman Clk

Compl. Exhibit
No. 8

Mt Vernon Company

Deed to

Mayor & C C of Balto.

Copy

Fd 4th December 1858

#190