

D & T. George P. Kane

27

Dulany James S. Tuter &  
The Mayor & City  
Council of Balto

20th Nov 1858 Bill for inj & exhibit fd same  
day inj ordered upon filing bond order fd - 25<sup>th</sup> Nov.  
1858 Inj bond fd & app<sup>d</sup>. Inj & Subp ip<sup>s</sup>. "Sum<sup>o</sup>  
ambo" "Injunction served &c" - 23<sup>rd</sup> Nov 1858 apps for  
defts by Dulany. 24<sup>th</sup> Nov 1858 Answer of defts &  
exhibits A & B <sup>to dissolve inj.</sup> fd Same day motion to dissolve  
injunction set down for hearing. order fd - 26<sup>th</sup>  
Nov 1858 Agree for a Commission & Comp in ip<sup>s</sup> -  
to Henry R Dulany - 4<sup>th</sup> Dec 1858 Comm. &  
return fd. same day Compts Exhibits Nos 1 to  
10 incl fd same day defts exhibit No 1 fd  
Same day agreement fd <sup>18<sup>th</sup> Dec 1858. Agreement as to the record P.</sup> - 11<sup>th</sup> Jan 1859  
Exceptions of defts to evidence fd

11<sup>th</sup> January 1859 Inj dissolved order & opinion of  
Ct fd.

13 January 1859 appeal by Compt for order dissolving  
inj order fd same day appeal  
allowed upon Compt's filing bond  
order fd. same day appeal bond  
fd & app<sup>d</sup> -

1773  
James O. B. B. B.  
Corner of B. B.

Robert R. R.

1773  
James O. B. B. B.  
Corner of B. B.  
1773  
James O. B. B. B.  
Corner of B. B.  
1773  
James O. B. B. B.  
Corner of B. B.  
1773  
James O. B. B. B.  
Corner of B. B.  
1773  
James O. B. B. B.  
Corner of B. B.

In the Superior Court of Baltimore City,

George P. Kane

January TERM, 1859

vs.

James S. Suter,  
The Mayor & City  
Council of  
Baltimore

18 Nov 1858 Nav & notice for  
Copies sent. Sum<sup>o</sup>. omnes  
The Mayor & City Council by  
service on Thomas Swann  
Mayor

26  
1859

True Copy.

TEST:

Geo E Sangston Clerk

In the Superior Court of Baltimore City

January Term 1859

George B. Jones

vs  
The Mayor & City of Baltimore

Robert M. Jones  
deposed to on Oath of  
a Juror

2.1



Know all men by these presents that we  
George P. Kane, William W. Spang, & Walter T. Abbott,  
are, hold and firmly bound unto the  
State of Maryland

in the full and just sum of three thousand  
dollars, current money to be paid to the  
above named State of Maryland

their certain attorney,

\_\_\_\_\_ or assigns; to which payment  
well and truly to be made and done  
we bind ourselves and each of us, our  
and each of our heirs, executors and  
administrators, firmly by these presents;  
sealed with our seals. Dated this 20<sup>th</sup>  
day of November in the year eigh-  
teen hundred and fifty eight

Whereas the above bound George P.  
Kane is about to obtain an injunction  
in the Superior Court of Baltimore City <sup>relating to Equity</sup>  
against the Mayor and City Council of  
Baltimore and James J. Guter,

Now the condition of the above obliga-  
tion is such that if the said George  
P. Kane shall prosecute the said bill  
of injunction with effect and sat-  
isfy and pay all costs, damages and  
charges that shall accrue in said  
court or be occasioned by issuing  
of said writ, unless the said court  
shall decree to the contrary, and  
shall in all things obey such orders

and decreed as the said Court shall  
make in the premises then the above  
obligation to be of none effect, else  
to be in full force and virtue

Agreed, sealed and delivered  
in presence of,

John W. Seabury

Geo. W. Ham Secy

Wm. Sperry Secy

Wm. Abbott Secy

(31)

Stor  
Lane

15

Mayor & City Council

Post approved

Nov 22<sup>d</sup> 1858

Geo E Langford  
Jr

Nov 22<sup>d</sup>, Nov 1858

The State of Maryland to James S. Guter,  
and the Mayor & City Council of Baltimore  
their agents, servants or attorneys.  
Greeting:

Whereas George P. Kane has  
exhibited in the Superior Court of  
Baltimore City as a Court of Equity his bill of  
complaint for relief, and to Command you the  
said James S. Guter & the Mayor & City Council of  
Baltimore your agents, servants or attorneys to desist  
and refrain from injuring or destroying the dam of  
George P. Kane or any of the appurtenances of the  
"Rockdale Mill" or from interfering with ~~the~~ George  
P. Kane in such use of the water of Jones' Falls for  
running the said "Rockdale Mill" as does not  
interfere with the use of the Mayor & City Council  
of Baltimore for supplying the said City with pure  
water till the action at law brought by the said  
George P. Kane against the Mayor & City Council  
&c. shall be determined.

These are therefore to Command you the  
said James S. Guter & The Mayor & City Council  
of Baltimore, your selves your agents, servants or  
attorneys to desist and refrain from injuring or destroying  
the dam of George P. Kane aforesaid or any of  
the appurtenances to said "Rockdale Mill" and



from interfering with the said George P. Kane  
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 & City Council of  
Baltimore for supplying the said City with pure  
water till the action at law aforesaid be determined  
and till the further order of this Court.

Witness the Honorable J. Collins Lee Judge  
of the Superior Court of Baltimore City the first day  
of November 1838

Issued the 22<sup>d</sup>. November 1838

Geo E Sanston  
Ct



164  
1858 Aug 21

Genl. Skaneateles

Aggr

James J. Suters  
The Mayor of City Council  
of Baltimore

Sir

I have the honor to acknowledge the receipt of your letter of the 15th inst. in relation to the case of the Baltimore & Annapolis Railroad, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

Wm. Skaneateles

Wm. Skaneateles  
Ad 19th December 1858

This Deed, made on this first day of December in the year  
eighteen hundred and fifty eight by Thomas M Lanahan Permanent  
Trustee of Samuel D Tonge of Baltimore, <sup>County</sup> in the state of Maryland an  
Insolvent Debtor Witnesseth that Whereas heretofore to wit on the twelfth  
day of May eighteen hundred and fifty eight the said Thomas M  
Lanahan trustee as aforesaid did set up at public sale the property  
hereinafter mentioned at which sale George P Kane became the highest  
bidder for, and purchaser of the same for the price or sum of eight  
thousand five hundred dollars which purchase money he hath  
satisfied to the said trustee by the payment of a portion  
thereof in cash and by giving a mortgage to the said Trustee  
on the said property of even date & intended to be recorded  
herewith for the unpaid portion thereof, which said sale was  
duly reported by the said trustee to the Circuit Court of Baltimore  
County and was by the said Court finally ratified & confirmed  
on the twelfth day of July last past, Now Therefore in  
consideration of the premises the said Thomas M Lanahan  
Trustee as aforesaid doth grant unto the said George P Kane  
all the right title and interest which the said Samuel D  
Tonge had at the time of his application for the benefit  
of the Insolvent Laws in and to all the Land described in the  
Deed from Samuel H. Taggart trustee, to said Samuel D  
Tonge which deed is recorded among the Land Records of  
Baltimore County in Liber A.M. B. N<sup>o</sup> 405 folio 241 &c  
(under and subject nevertheless to all the rights and estates  
of the Mayor & City Council of Baltimore in said Land or any  
part thereof acquired by virtue of an Inquisition on the property  
of said Samuel D Tonge which Inquisition was confirmed  
by the Circuit Court of Baltimore County on the second day of  
March eighteen hundred & fifty seven Together with all rights  
privileges easements appurtenances and advantages thereto belonging  
or appertaining) Witness my hand and seal  
Test Charles Alexander } T M Lanahan Seal  
Trustee

State of Maryland City of Baltimore Set

I hereby certify that on this 1<sup>st</sup> day of December  
eighteen hundred and fifty eight before the subscriber a Justice of the  
Peace of the State of Maryland aforesaid in and for the City aforesaid  
personally appeared Thomas McLaughan who acknowledged  
the foregoing deed to be his act

Charles Alexander

State of Maryland Baltimore City Set

I hereby certify that Charles Alexander Esquire before  
whom the annexed acknowledgment was 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 of Baltimore duly  
commissioned and sworn Intestimony whereof I hereto set my  
hand and affix the seal of the Superior Court  
of Baltimore City this 1<sup>st</sup> day of December  
AD 1858

{ seals  
{ place }

Geo E Langston Clerk of the Superior  
Court of Baltimore City

Received to be recorded on the 1<sup>st</sup> day of December 1858  
per George A Barman Clerk

State of Maryland Baltimore County Court

I hereby certify that the foregoing is a true copy  
taken from the Original Deed now on file and to be recorded  
among the Land Records for Baltimore County. Intestimony  
whereof I have hereto subscribed my name  
and affixed the seal of the Circuit Court for  
Baltimore County this first day of December  
anno Domini eighteen hundred and fifty eight

George A Barman Clerk

Circuit Court for Baltimore County





Compl. 4971111-110.  
A. Deed

Thomas M. Tomlans

Permanent Trustee

H. J.

George P. Deane

The 4th December 1887

\$1.00

Record to be recorded in the 11th day of December 1887  
per Sergeant Garrison

State of Maryland Baltimore County Court  
I hereby certify that the foregoing is a true copy  
taken from the original deed now on file and to be recorded  
among the Land Records for Baltimore County. In testimony  
whereof I have hereunto subscribed my name  
and affixed the seal of the Circuit Court for  
Baltimore County this first day of December  
annoy 1887  
Sergeant Garrison Clerk  
Circuit Court for Baltimore County

Decr 2<sup>nd</sup> 1838

To Messrs Dobbin & Talbot  
In the matter of Geo. P. Kane  
vs. The Mayor & City Council; on  
behalf of the complainant,  
you ask me to say that sup-  
-posing the depth of water in the  
Rockdale mill Pool to be a  
uniform depth of 10 inches,  
what would be the quantity  
of gallons would be contained,

we have the superficial area  
of the pool of the Rockdale to be  
167½ square perches, the depth  
to be 10 inches; we have 272.25  
square feet to be = one square  
perch, and 1728 cubic inches  
to be equal one cubic foot, -  
$$\frac{167.5 \times 272.25 \times .5 \times 1728}{231} = 170602 \text{ Gallons.}$$

Thus we have 170602 Gallons if the  
pool were six inches deep, and to  
be 10 inches deep that quantity of  
Gallons will be increased two  
thirds, so that we have 284003  
Gallons. The quantity of water in gallons  
as the answer to the Question you  
put,

Wm Dawson J.



You also ask me if I ever gauged Jones' Falls, and say if I have: at what point my observation, was made, and the quantity of water that passed down the falls. — on the 18<sup>th</sup> Sept 1852 I measured the Capacity of Jones Falls. <sup>at</sup> at a rapid caused by a contracting of the sides of the falls and almost entirely free from any obstruction, that would tend to retard the motion of the water this point was about 120 yards below the bridge at the first Toll gate on the falls Road, and a short distance above the back water of the Sawall Mill dam, by many observations I had a mean depth of the stream, the width of water was 30 feet clear of ample allowance for friction and the velocity was 30 feet in 15 seconds, the time was measured with a fourteen second glass. the result gave me 34122240 gallons in 24 hours.

I then made another measurement of the discharge in the Tail Race of the 1<sup>st</sup> mill above the 1<sup>st</sup> Toll gate on the falls Road, the water <sup>of the falls</sup> at the time all passing through the mill Race. the elements

Thus obtained were  
Velocity 48 ft in 15 second  
Depth 1 foot  
Width 16 1/2 ft clear of Friction  
The result was 34122240 Gallons  
discharging in 24 hours.

This point I thought was an excellent  
place to measure the water  
because of the regularity of the bottom  
and the perpendicular sides (being  
stone walls)

Wm Dawson Jr

24th December 1838

(Nov 10)

Compl. Exhibit -

Falbot.

Kane a Mayor of City.

Question -

1st as to the impetus to the cause to the water ->

2<sup>d</sup> there was a necessity for building of this dam - to supply

3<sup>d</sup> the powers of the city to condemn - bought a gas mill

(see Lanahan testimony)

Articles on water courses

p 165 166 see 159.

White & Manheim

1st Md 540.p

7 Md

352

2 Md

415

2<sup>d</sup> necessity to do this dam -

whatever may be necessary to the city they are paramount -

as to  
Necessity Evidence

M. Dawson p. 3

2<sup>o</sup> Kennedy n. 8

(Notes. but be minutes of the  
the Rockdale dam)

3 Gambrell

Worfield

- Clark - en - p. 23

Manning, water supply. The dam -  
p. 26. a benefit

Exhibit. requiring knowledge of the  
water

The dam, and how it  
be put up & kept up -  
which are larger than the  
Rockdale Dam -

p. 19 16 Calculations  
Exhibit No 2 figures

29 ml follows flowing down  
When the City can only receive 19 ml



~~2000~~  
\$4500

dam. where water  
proceeds under the influence  
an estate sufficient to supply  
the City.

public use or necessity  
11 Wendell 157

1 Haspel 189 —

11 fee charge for using the Church

11 Barber 26

3 Delden 314

1st ind. Hamlet Case

Control

necessity



'11 Wendell

Rane case

3<sup>d</sup> The rights under this condemnation -  
worky somewhat of long falls as are  
necessary. No more to supply the city.

Redfield on R Ways 114 115-116.

Charlton Bridge case

— Nothing necessary by implication  
to take more than is required

1853 chp 376 2 Sec Sec

11 Barber 5. c. Rep 26-31  
30 p

11 =  
12. Dulany 171 Sect.  
; Expedient & necessary  
=

construction

21 Cont Rep 306

9 Sill & Johnson Archer case

(who is wife of the necessity)

10 Law Rep page 491

Arfel:

3<sup>d</sup> Selden to 212

324

City had these very water rights for which they gave \$32.00

1st Kernaw 308

Angel p 293 311 Sec

1st Ind 553

3<sup>d</sup> Comstock Rep.

Dulany. Sent: The Mayor can -  
estrenely exclude

Excluded I have some

no right to the dam -

The property of the city

I must have a title

The use of the dam

1st Ind Hamilton case

- Cases may occur

3<sup>d</sup> Comstock



TRUSTEE'S SALE

"ROCKDALE FACTORY,"

EXTENSIVE GRIST MILL, GEARING, MACHINERY, BUILDINGS AND LANDS THERETO ATTACHED,

Situated on the Falls Road, about two miles from the City of Baltimore.

By virtue of a special order of the Circuit Court for Baltimore County, sitting in Insolvent causes, the undersigned, as Trustee, will offer for sale at Public Auction, at the Exchange, in the city of Baltimore, on WEDNESDAY, the 12th day of May, 1858, at one o'clock, P. M.,

ALL THAT PARCEL OF LAND lying on the west side of Jones' Falls, in Baltimore county, being part of a tract of land called "Newington," part of a tract of land called "The Quarry," and part of a tract of land called "Happy-be-Lucky," described as follows:—Beginning for the same on the southeast side of Newington lane, laid out two perches wide on the plat of Newington, where the said lane intersects the south side of Jones' Falls, as condemned by an inquisition to condemn for the city of Baltimore's use the water of Jones' Falls, and running thence binding on the southeast side of the Newington lane, S. 31 1/2, W. 40 ps., to a stone at the northwestern corner of Lot No. 59 on the plat of Newington, the same being the northeastern corner of Lot No. 58; then binding on Lot No. 58, S. 58 1/2, E. 34 1/2 ps., to land formerly belonging to Nathan Tyson; then binding on that land, N. 31 1/2, E. 23 1/2 ps., to a white oak tree, or corner of Lot No. 60 on the plat of Newington, and a corner of a small parcel of land, part of the tract called "Happy-be-Lucky;" then binding on that part of "Happy-be-Lucky," N. 51, E. 5 ps., to a corner of the Mount Vernon Company's land; then binding on that land two courses, S. 39 23-60, E. 8 ps., N. 47, E. 8 ps., to high watermark on Jones' Falls, as condemned by the inquisition aforesaid; then binding on Jones' Falls agreeably to the inquisition aforesaid, northwesterly to the place of beginning—containing 7 acres, 2 goods and 20 square perches of land, more or less.

The land on the east side of Jones' Falls, being part of a tract of land called "The Quarry," part of a tract of land called "Mount Pleasant," part of a tract of land called "Benjamin's Cave," and all of tract of land called "Addition to Quarry," described as follows:—Beginning for the same at a stone on the west side of the Falls turnpike road, at a corner of land belonging recently to Henry Mankin and formerly to Charles T. Ellicott, and near the church, now occupied as an Episcopal church, and running thence, binding on the turnpike road, S. 27, E. 20 1/2 ps., S. 37, E. 22 ps., to one of the outlines of "Mount Pleasant;" then, binding on that line of said land, agreeable to the fence as heretofore surveyed, S. 77 1/2, E. about 57 ps., to the same stone, H. S., a corner of the said land called "Mount Pleasant," and also of the land called "Benjamin's Cave," and a corner of the land called "Addition to Mount Pleasant;" then, binding on "Addition to Mount Pleasant," the two following courses and distances, to wit: W. 30 ps., S. 50 ps., to a stake at the end of the 4th line of the aforementioned tract called "Addition to Quarry;" then, binding on that land reversely, the four following courses and distances, to wit: S. 83, E. 22 1/2 ps., S. 32 1/2, W. 4 1/2 ps., N. 83, W. 24 ps., N. 34 1/2 ps., to the end of the 5th line of part of the tract called "Quarry," designated as part of lot No. 10 in the deed of conveyance from Nathan Tyson and others to David Warfield, dated 4th of November, 1842, of record in Liber T. R., No. 325, folio 398; then, binding on the 6th line of said part of lot No. 10, S. 47, W. 19 1/2 ps., to high-water mark in Jones' Falls, as taken from S. D. Tonge by the mayor and city council by an inquisition for the use of the city of Baltimore; then running up and binding on high-water mark on Jones' Falls, agreeable to the inquisition of condemnation aforesaid, as the same meanders northwesterly about sixty-three perches to intersect the northwesternmost boundary line of said S. D. Tonge's land, where it crosses Jones' Falls, and to the White Hall Mill property; then binding on the boundary of the White Hall land and of the land formerly owned by Charles T. Ellicott, and recently by Henry Mankin, and the end of the 3d line of the parcel of land eightly described in the deed before mentioned and referred to from Nathan Tyson and others to Daniel Warfield, and then binding on the 4th line of that land, N. 29 1/2, E. 30 1/2 ps. to the place of beginning, containing, and now laid out for 18 acres and 50 perches of land, more or less; excepting, however, a small lot or parcel of land upon which is erected a church, now occupied as an Episcopal church, which was conveyed by William Mason in trust by deed on record in Liber A. W. B., No. 392, folio 525, &c.

Being a portion of the same lands conveyed by S. H. Tagart, trustee, to Samuel D. Tonge, by deeds recorded among the land records of Baltimore county, in Liber A. W. B. No. 465, folio 241, &c, which said conveyance from said Tagart to said Tonge, embraced about 28 acres, more or less.

But the city of Baltimore, under the act of 1853, chapter 376, (as will more fully appear by reference to the inquisition in the matter of the Mayor and City Council of Baltimore vs S. D. Tonge, in the Circuit Court for Baltimore county,) condemned and took from said Tonge, "for the purpose of supplying said city with pure water," about 2 acres and 10 perches of the said land, and the water rights attached thereto, leaving the balance, about 25 acres and 30 rods, more or less, as above described, and now offered for sale in fee simple by order of the Circuit Court for Baltimore county.

This property is known as the "ROCKDALE FACTORY," and is situated about two miles from the city of Baltimore, on the Falls road, and is improved by an extensive STONE GRIST MILL, and other Buildings, with all the necessary Gearing and Machinery, suitable for conducting an extensive business. It is altogether the most desirable property, from its location and peculiar advantages for manufacturing and other purposes; that has been offered in this city at public auction for years.

Terms of sale—One-third cash; balance in 6 and 12 months, with interest and security to be approved by the trustee.

T. M. LANAHAN, Trustee,  
No. 31 Lexington street.  
CANNON & MATTHEWS,  
Auctioneers.

145

Lehner & A.

Ad 24th Nov 1858



The Mayor & City Council  
of Baltimore

In the Circuit Court  
for Baltimore City.

<sup>vs</sup>  
Samuel D. Tonge & others

January Term 1858.

In this case since the filing of the answer of Samuel D. Tonge one of the defendants, he has applied for the benefit of the Insolvent Laws of Maryland to the Circuit Court for Baltimore County and Thomas M. Lanahan Esq<sup>r</sup> has been appointed his Trustee by said Court &c. And has now applied to this Court to direct the Receiver heretofore appointed, to deliver and pay over to him the funds in the hands of said Receiver, of which notice has been given to all parties in interest, and the Solicitors of said Trustee, and of the Insolvent, and of the Complainant have filed in Court an Agreement and admission that the fee simple title and Estate to the property was condemned for the use of the Complainant;

And the matter of said Petition standing ready for hearing and being submitted,

It is this 24<sup>th</sup> day of February 1858 by William George Krebs, Judge, and by the Authority of this Court adjudged, Ordered and decreed that the Complainant is entitled to the fee simple Estate in the property in the condemnation mentioned; And it is further Ordered that Grafton L. Dulany Esq<sup>r</sup> the Receiver heretofore appointed be and he is hereby appointed to pay, deliver over and transfer unto the said Thomas M. Lanahan Trustee of said Samuel D. Tonge, all of the monies and Stocks and certificates of Loan now in his hands as Receiver in this case, and the Clerk of this Court is hereby directed to deliver said Certificates of stock and Loan to the Receiver for that purpose.

And it is further Ordered that the costs of suit be paid out of the funds in Court in the hands of the Receiver.

Wm Geo. Krebs

Test: Wm H. H. Turner, Clerk



292

1857

Mayor City Council  
of Baltimore

vs

Sam: Q. George et al.

Copy  
Decree.

B

Recd Nov-1858

X

The 2nd Question asked me to answer is, What quantity of water will discharge in 24 hours through a pipe of 30 inches diameter, 4000 feet long, 3 feet head and 10 feet fall.

Rule multiply the height in feet by the constant number 2500, divide this product; by the product of the length in feet into 13.88, divided by the number of inches of diameter of the pipe, and the square root of the Quotient will give the velocity in feet per second.

$$2500 \times 13 = 32500.$$

$$1851 \overline{) 32500}$$

$$\begin{array}{r} \sqrt{14.6} \\ 16 \\ 82 \overline{) 0160} \\ 164 \end{array}$$

$$\begin{array}{r} 13.88 \\ 4000 \\ 30 \overline{) 53520.00} \end{array}$$

1851. nearly  
4.2 nearly being  
equal to the  
velocity of water  
in the pipe in feet  
per second.

$$\text{Then } \frac{30 \times 30 \times .7854 \times 4.2 \times 12}{2} = 13324.608 \text{ Gallons}$$

discharging in twenty four hours

Wm Dalton

From

3

The Mayor & City  
Council of the City of  
New York

Compliments of the  
City.

11th Dec 1838