No. 50619

IN RE RENTALS OF ✓

MUD ISLAND PROPERTIES

REED BIRD ISLAND

SIGNBOARDS - ETC.

HANOVER ST.

HARRY M. WAGNER

See stipulation regarding Red Bird Island

BLOCK # 7612 M

CITY SOLICITOR'S OFFICE

Frank Driscoll,
Assistant City Solicitor.

July 19th, 1928.

Mr. Thomas W. Hall,
Chief Assessor,
Appeal Tax Court,
Municipal Office Building,
Local.

Dear Sir:-

On May 23rd, 1928, Mr. Wyszecki of this Department wrote you that Reed Bird Island, containing 29.75 acres and Bridge View Island containing 15.3 acres, were the properties of the Mayor and City Council of Baltimore, and requested you to place these properties in the name of the Mayor and City Council and to abate the taxes. Do not refund the taxes paid as the property owner is indebted to the Mayor and City Council for more than the amount of taxes paid.

Yours very truly,

FRANK DRISCOLL,
Assistant City Solicitor.

FD.
JHR.

CITY SOLICITOR'S OFFICE

Frank Driscoll,
Assistant City Solicitor.

July 19th, 1928.

A. Walter Kraus, Esq.,
City Solicitor,
Court House, Local.

Dear Mr. Kraus:- In re: Reed Bird Island - Sign Boards, etc.

Mr. F. W. Brunier, Assistant Supervisor of Collections, has advised me that the amount of taxes paid by Wagner on the above property since 1919 totals - $1150.80

I have been advised by the following that they have paid since 1919, the sums set opposite their names:

General Outdoor Advertising Company -	$ 296.25	
Morton Sign Company -	927.00	
N. L. Lane -	192.00	
Bescho Bros. -	70.80	
		$1485.25

You will see by this that Mr. Wagner has collected $1485.25, and he paid to the City in taxes $1150.80, leaving the amount due the City of $334.45.

Kindly let me know if we should institute proceedings to collect the excess.

Yours very truly,

FRANK DRISCOLL,
Assistant City Solicitor.

F.D.
J.H.R.

CITY OF BALTIMORE
LAW DEPARTMENT
COURT HOUSE

A. WALTER KRAUS
CITY SOLICITOR

SIMON E. SOBELOFF
DEPUTY CITY SOLICITOR

July 12th, 1928

Mr. Frank Driscoll,
Assistant City Solicitor.

Dear Mr. Driscoll:

Please note the attached letter addressed by me to the Mayor in reference to the Mud Island Properties.

Kindly arrange to ascertain whether the rentals exceed the taxes paid by Wagner and if so file suit to recover the excess.

Very truly yours,

A. WALTER KRAUS

City Solicitor

A.W.K.
R.R.S.

124 12-5-27 W&CO 20M

CITY SOLICITOR'S OFFICE

July 12th, 1928

Hon. William F. Broening,
Mayor of Baltimore,
City Hall, City.

My dear Mr. Mayor:

Pursuant to your request, I am submitting herewith a report with reference to the unauthorized renting of the Mud Island Properties belonging to the Mayor and City Council of Baltimore.

This matter was first brought to my attention by a letter from the Secretary of the Public Improvement Commission, bearing date March 21st, 1928. Upon checking the statements contained in said letter, we found that portions of said property were being rented for advertising purposes and that the rentals had been paid to Henry W. Wagner or to his estate. Upon ascertaining these facts we took the matter up with the General Outdoor Advertising Company, the P. & H. Morton Advertising Company and N. H. Lane, who were occupying the property pursuant to permission granted by Wagner. Upon learning that he had no authority to lease them this space, they agreed to accept the City as landlord, executed the necessary minor privilege applications for the space and have agreed to pay the City therefor the regular minor privilege rates. As the matter stands, therefore, we are in actual possession of the property through tenants or lessees who do not dispute but, on the contrary, recognize, our title thereto.

We are at present investigating the rentals paid by said advertising companies to Wagner during the time they rented from him, as well as the taxes which Wagner apparently paid on some of this property during said period. If we find that the taxes which he paid exceed the rentals received, a refund will be in order. If, on the contrary, the rentals exceed the taxes paid, which is more than likely, we shall file suit for the excess.

Very truly yours,

A.W.K.
R.R.S.

City Solicitor

CASHIER'S STUB
REAL PROPERTY - DUPLICATE **1928**

NAME Henry W Wagner

BOOK 8

REF. 25/6/121/1-2 ASSESS. 5950

BILL 17

LOCATION
Annapolis Blvd 525' S of Hanover St Bridge

	AMOUNT		INT.-PEN.		DISC.	
FLAT RATE WATER					None	
STATE	15	26			None	
CITY						
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8126	110	92				
PAVING						
TOTAL	126	18				
B. R. Yr. FLAT RATE WATER						
STATE						
CITY N. A. SUB. RUR.						
PAVING						
TOTAL						
INT.-PEN.-DISC.						
TOTAL						

SAVE TIME RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

1928 Taxes Not Paid by July 1, 1928, Are in Arrears and Subject to Legal Action.

CITY TAX LEVY, 1928

Showing the distribution of the Full Tax rate (Segregated as to functions of government) for the maintenance of the City Government on each one hundred dollars paid by the Property-owner.

1.	General Government	.1840 per $100
2.	Protection of Persons and Property	.4878 per $100
3.	Conservation of Health	.0526 per $100
4.	Sanitation—Promotion of Cleanliness	.1491 per $100
5.	Highways	.1338 per $100
6.	Charities, Hospitals and Corrections	.1040 per $100
7.	Education	.5652 per $100
8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
10.	Interest and Sinking Funds:	
	Interest on City Debt	.4529 per $100
	Sinking Funds on City Debt	.1640 per $100
11.	Pensions and Workmen's Compensation	.0918 per $100
	City Tax Levy, 1928	$2.39

The parks are maintained by the Railway Park Tax.

Data Regarding the 1928 Levy

Assessable basis for 1928	
Assessable at—City, Suburban, Rural and New Annex rates	$1,268,292,930
Assessable at other fixed rates	666,747,640
Total assessable basis	$1,935,040,570

Tax Rates for 1928 (Per $100)

Full City Rate	$2.39
Suburban Rate	1.6013
Rural Rate	.8126
New Addition	1.8642
Bank Shares	1.00
Surety, Casualty, Guaranty and Fidelity Companies	1.50
Securities	.30
Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Henry W Wagner

BOOK 8

REF. 15/6/121/1-2 ASSESS. 5950

BILL 17

LOCATION

Annapolis Blvd 525' S of Hanover St Bridge

	AMOUNT	INT	PEN	DISC.
FLAT RATE WATER				None
STATE TAX $.2564 PER $100	1526			None
CITY TAX $2.39 PER $100				
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8126	11092			
PAVING TAX (ACT 1912)				
TOTAL	12618			

Unpaid Taxes	Yr.				
FLAT RATE WATER					
STATE TAX					
CITY TAX NEW ADDITION TAX SUBURBAN TAX RURAL TAX					
PAVING TAX					
TOTAL					
INT.-PEN.-DISC.					
TOTAL					

CASHIER'S STUB
REAL PROPERTY - DUPLICATE **1928**

NAME Mayor & City Council

BOOK

REF. 25/6/121/3 ASSESS.

BILL

153/10 acs.

LOCATION

NS B+O RR S of Wagner Prop

	AMOUNT	INT-PEN	DISC.
FLAT RATE WATER			None
STATE			None
CITY			
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8126	Exempt 1928 5/25/27		
PAVING			
TOTAL	5		
B. R. Yr. FLAT RATE WATER	a		
STATE			
CITY N. A. SUB. RUR.			
PAVING			
TOTAL			
INT.-PEN.-DISC.			
TOTAL			

SAVE TIME
RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

1928 Taxes Not Paid by July 1, 1928, Are in Arrears and Subject to Legal Action.

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Showing the distribution of the Full Tax rate (Segregated as to functions of government) for the maintenance of the City Government on each one hundred dollars paid by the Property-owner.

1.	General Government	.1840 per $100
2.	Protection of Persons and Property	.4878 per $100
3.	Conservation of Health	.0526 per $100
4.	Sanitation—Promotion of Cleanliness	.1491 per $100
5.	Highways	.1338 per $100
6.	Charities, Hospitals and Corrections	.1040 per $100
7.	Education	.5652 per $100
8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
10.	Interest and Sinking Funds:	
	Interest on City Debt	.4529 per $100
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Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Mayor + City Council

BOOK

REF. 25/6/121/3 ASSESS.

BILL

15 3/10 acs.

LOCATION

NS. B+O RR. S of Wagner Prop

	AMOUNT	INT-PEN	DISC.
FLAT RATE WATER			None
STATE TAX $.2564 PER $100			None
CITY TAX $2.39 PER $100			
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8126			
PAVING TAX (ACT 1912)			
TOTAL			

Exempt for 1928 5/25/27 S.

Unpaid Taxes	Yr.			
FLAT RATE WATER				
STATE TAX				
CITY TAX NEW ADDITION TAX SUBURBAN TAX RURAL TAX				
PAVING TAX				
TOTAL				
INT.-PEN.-DISC.				
TOTAL				

PUBLIC IMPROVEMENT COMMISSION

517 HEARST TOWER BUILDING
BALTIMORE AND SOUTH STREETS

March 21st 1928.

-Rentals-
Mud Island properties

Mr. A. Walter Kraus,
City Solicitor.

Dear Sir:-

Several years ago we completed the purchase, as I understand it, of all the land lying between the two shores, north and south, of the Patapsco River from the B&ORR bridge extending down to and below Hanover Street.

Upon portions of this land, which we have described in our work as the Mud Islands, etc., there have been erected on both sides of Hanover Street, some for a long time and some more recently, sign boards for advertising purposes. There are, I think, four separate owners of these signs. A recent check-up on the situation there brought about by a request of one of these bill-posting advertisers has developed the fact that the rentals for these signs have been paid to others than the City. I am told that two of the sign people have paid their rents to a man by the name of Harry Wagner, and the address given me was Fremont Avenue and Pratt Street.

The matter was brought up at a meeting of the Commission last Monday and I was directed to call your attention to the situation and have you take the necessary steps to secure for it an accounting of the payments heretofore made in error to Wagner, and to either consummate forthwith the leases for these signs, or effect agreements with the owners thereof that will insure the rentals being paid to the City.

If there is any further information that I can furnish, please command me.

Yours very truly,

RCS-h.

Secretary.

Copy:
Mr. Graham

DEPARTMENT OF PUBLIC WORKS

BUREAU OF BUILDINGS

W. G HAMMOND
BUILDINGS ENGINEER

C. H. OSBORNE
CHIEF

July 10, 1928

Mr. A. Walter Kraus,
City Solicitor.

Dear Mr. Kraus:

At the phone request of Mr. Driscoll of your office this P.M., I am sending you the status of the bill-board situation on Mud-flats, as well as north of Hanover street Bridge, between Cromwell and Moale Streets.

The General Outdoor Advertising Company is making application for one 50-foot and six 25-foot bill boards on the west side Hanover Street between Cromwell and Moale Sts., and the north side Hanover Street at the bridge, which we are assessing at an annual charge of $120.00. According to their application this should start from February 1st, 1926, therefore the amount that we are holding against them, up to and including this year, will be $360.00. That minor privilege is known as M.P. 47580.

The charges on minor privileges are fixed on a quarterly basis.

This company has also made application known as M.P. 47584 for nine 25-foot boards, - one 40-foot board and one 45-foot board on the east side of Hanover Street - south of the bridge to 1st Street, Brooklyn. According to the telephone statement from Mr. Driscoll, they should be assessed from November 1st, therefore we are charging them one-quarter of the year 1928 for $46.50 and an annual charge of $186.00 for subsequent years.

The P. & H. Morton Advertising Company is making application known as M.P. 47581 for fifteen 50-foot boards and one 75-foot board on the east and west sides of Hanover Street Marsh, which is the flats south of Hanover Street bridge. In this case we are fixing an annual charge of $495.00 for this and subsequent years.

The same company, under M.P. 47583,

DEPARTMENT OF PUBLIC WORKS

BUREAU OF BUILDINGS

W. G. HAMMOND
BUILDINGS ENGINEER

C. H. OSBORNE
CHIEF

we are charging for one 100-foot board and one 40-foot board at the north end of Hanover Street Bridge between Cromwell and Moale Streets, on which we are fixing an annual charge of $84.00 for this and subsequent years.

N. H. Lane is making application, known as M.P. 47582, for four bulletin boards, one at 50 feet two at 40 feet and one at 35 feet long, on the east and west sides of Hanover Street at the flats, on which we are assessing an annual charge of $99.00 for this and subsequent years.

The rate of 60 cents is charged per running foot.

Respectfully submitted,

MINOR PRIV. DIVISION
FOR BUILDINGS ENGINEER.

HWJ:MH.

CITY OF BALTIMORE
LAW DEPARTMENT
COURT HOUSE

A. WALTER KRAUS
CITY SOLICITOR

SIMON E. SOBELOFF
DEPUTY CITY SOLICITOR

Frank Driscoll,
Assistant City Solicitor.

July 10th, 1928.

A. Walter Kraus, Esq.,
City Solicitor,
Court House, Local.

Dear Mr. Kraus:- IN RE: REED BIRD ISLAND.

The two letters which I sent to you, one dated April 7th, and the other May 18th, and a carbon copy of a letter sent to Mr. T. J. Hall, Chief Assessor, dated May 23rd, by Mr. Wyszecki, give the present status of Reed Bird Island. I might add, however, that you instructed me to proceed at once against Harry M. Wagner to collect from him the rent which he received from this property. Mr. Wagner is dead, and I was about to proceed against his estate, when I had a conference with Mr. Wyszecki and he was of the opinion that it would be better for us to defer action in this matter in the hope that the Wagner people would start proceedings to get control of the Island.

You will recall that I reported Mr. Wyszecki's views to you and you thought that there was something in his contention, but you also thought that action should be taken by this department in view of the fact that a sum of money was due the City. Mr. Wagner has also been paying taxes on this property and I think it would be advisable to find out just how much in taxes he has paid, and see if this equals the rent he collected. I don't know whether any of the taxes which he paid have been refunded, as suggested in the letter of May 23rd, but I will start an investigation and report to you the status.

Yours very truly,

Frank Driscoll
Assistant City Solicitor.

FD.
JHR.

124 12-5-27 W&CO 20M

CITY SOLICITOR'S OFFICE

May 23, 1928.

Mr. T. J. Hall, Chief Assessor,
Appeal Tax Court,
Municipal Building,
Baltimore, Maryland.

Dear Sir:

Mr. Frank Driscoll reports that the Tax Department has assessed the property known as Reed Bird Island, containing 29.75 acres and Bridge View Island, containing 15.3 acres. Both of these properties belong to the Mayor and City Council. You will, therefore, see that these properties are put in the name of the Mayor and City Council and taxes are abated accordingly. Any taxes paid on these properties should be refunded to the parties who paid them.

Very truly yours,

Assistant City Solicitor.

AvW/E.

A. WALTER KRAUS
CITY SOLICITOR

SIMON E. SOBELOFF
DEPUTY CITY SOLICITOR

CITY OF BALTIMORE
LAW DEPARTMENT
COURT HOUSE

April 7, 1928.

Mr. A. Walter Kraus,
City Solicitor.

Dear Sir:

Mr. Wyszecki has requested me to investigate a report on the "rentals of Mud Island properties". In the letter of March 21st sent you by Ralph C. Sharretts, Secretary of the Public Improvement Commission, I find that there are a number of signs on property at what was known as Reed Bird Island. These signs were erected by the Morton Sign Company, General Outdoor Advertising Company and N. H. Lane and Company. They claim they are leasing from a man by the name of Wagner. They further claim these signs were erected when that part of Reed Bird Island was in Anne Arundel County, that is, before annexation and no permit was necessary. I am of the opinion they are wrong in their contention as there is ample authority vested in the Mayor to remove all signs erected without a permit and even to revoke any permits granted for the erection of signs, etc., as the Annexation Act provides that all ordinances now in force or hereafter to be enacted, shall have the same affect in the annexed portion as in the old city limits.

Mr. Wyszecki and I are both of the opinion that Reed Bird Island is now the property of the Mayor and City Council of Baltimore. This contention was raised before annexation and proceedings were instituted in the Circuit Court of Anne Arundel County in Equity looking to vacate the patents under which Wagner claims ownership to the islands, but as the annexation question was at that time ripening it was thought advisable not to proceed further in the matter and it was allowed to rest. I think the time is now ripe for the City to again assert its ownership and this can be done by compelling the removal of the signs or by compelling the owners of the signs to pay rent to the City.

Kindly let me know what you want us to do in the matter, and oblige

Very truly yours,

Stanislaus Wyszecki

Frank Driscoll

FD/E.

Assistant City Solicitor.

A. WALTER KRAUS
CITY SOLICITOR

SIMON E. SOBELOFF
DEPUTY CITY SOLICITOR

CITY OF BALTIMORE
LAW DEPARTMENT
COURT HOUSE

May 18, 1928.

Mr. A. Walter Kraus,
City Solicitor,
217 Court House, City.

Dear Sir:

We have this day granted minor privileges to the P. and H. Morton Advertising Company, a body corporate, 222 S. Howard Street, for space to erect signboards on Reed Bird Island at $126.00 per year, which is the amount that they were paying to Harry M. Wagner. N. H. Lane of 223-5 N. Holliday Street, has been granted a permit to maintain the signs on Reed Bird Island at $42.00 per year. The General Outdoor Advertising Company, 24 Fallsway, has been granted a permit for 310 feet of space on the East side of Hanover Street Bridge, from the South side of said Bridge to 1st Street, Brooklyn, for the sum of $201.50 per year. These have all been granted minor privilege permits which are revocable at the pleasure of the Board of Estimates.

Mr. Harry M. Wagner died and his estate is being administered by Robert B. Wagner and Harriett G. Wagner, executors. The P. and H. Morton Advertising Company have paid the Wagner estate up to March 1, 1927; N. H. Lane has paid the Wagner estate up to January 1, 1927; and the General Outdoor Advertising Company has paid up to November 1, 1928.

We have granted permission to the General Outdoor Advertising Company to remain on the property and their rent is to begin November 1, 1928.

In order to get the money that the advertising sign people have paid to Harry M. Wagner or his estate, we have to sue the estate. The sign companies have recognized the City's authority over Reed Bird Island and a good way to confirm its ownership, I think, would be by a suit to recover the rents which the estate has collected, if you think this is advisable.

Very truly yours,

Frank Dursel

FD/E.

Assistant City Solicitor.

file

DEPARTMENT OF LAW

217 COURT HOUSE

BALTIMORE, MARYLAND

R. E. LEE MARSHALL
CITY SOLICITOR

March 15th, 1935.

File No. 19815

Paul F. Due, Esq.,
Deputy City Solicitor.

Dear Mr. Due:

Supplementing my report made you on February 11th, regarding the City's rights in Reed Bird Island and Bridge View Island, I wish to call your attention to the case of Casey vs. Inloes, 1 Gil. folio 390, in which it was decided that the right of the riparian proprietor to extend his improvements into the water is intercepted by a grant from the State to another person of the land covered by the water of a navigable stream over which such proprietor might otherwise have been entitled under the Act of 1745, to make improvements.

Very truly yours,

Alfonso von Wyszecki

ALFONSO von WYSZECKI,
Assistant City Solicitor.

AvW-R.

CITY SOLICITOR'S OFFICE

March 15th, 1955.

File No. 19815

Paul F. Due, Esq.,
Deputy City Solicitor.

Dear Mr. Due:

Supplementing my report made you on February 11th, regarding the City's rights in Reed Bird Island and Bridge View Island, I wish to call your attention to the case of Casey vs. Inloes, 1 Gil. folio 390, in which it was decided that the right of the riparian proprietor to extend his improvements into the water is intercepted by a grant from the State to another person of the land covered by the water of a navigable stream over which such proprietor might otherwise have been entitled under the Act of 1745, to make improvements.

Very truly yours,

AvW-R.

ALFONSO vonWYSZECKI,
Assistant City Solicitor.

CITY SOLICITOR'S OFFICE

RIPARIAN RIGHTS AS PROPERTY. - Riparian rights are an incident to the ownership of the land adjacent to the water, and may be lost by grant, condemnation, or prescription. They cannot be taken by the state even for a public use without compensation to the owner, and cannot be taken at all or impaired for a private use. They constitute property that may be the subject of bargain and sale and are a part of the owner's estate in the land, and materially enter into the actual value. They exist with such ownership, and pass with the transfer of the land without any designation in the conveyance. Thus where riparian land is condemned for a public use, the condemnor acquires the riparian rights belonging to the land, although the petition for condemnation makes no express mention of such rights. It has, however, been held to be within the power of the riparian owner to separate the riparian rights from the ownership of the land. He may reserve these rights to himself when he conveys away the land above high water mark to which they pertain, or he may grant them to others to enjoy. But a mere right of way along the bank of a river reserved in a grant of land bounded by the river will not deprive the grantee of his rights as a riparian proprietor.

27 R. C. L. - Page 1071 - Section 12.

CITY SOLICITOR'S OFFICE

COPY

July 29th, 1920.

In re: Titles to Mud Island and Ridge View Island.

27127

C. C. Tracey, Esq.,
Union Trust Building,
Baltimore, Md.

Dear Mr. Tracey:-

Relative to our conversation today in reference to the titles which we are now examining to Mud Island and Ridge View Island, I beg to inform you that the title to Mud Island, which is situated wholly within the limits of Baltimore County, seems to be good.

In reference to Ridge View Island, however, the patent contains a description of this island, which lies partly in Baltimore County and partly in Anne Arundel County, referring to its location as being "an unnavigable part of the Patapsco River". There is some question in our mind as to whether the island so described is patentable under the laws of Maryland and also as to whether the riparian rights of the fast land in the proximity of that island might not be affected. Up to the present time I have been unable to find where a question of this character has been decided in Maryland, though I still am continuing a search of the authorities.

As a general proposition, I would say that the language used would be taken in a descriptive sense and would not render a patent issue invalid, but at the same time some question might be raised by some subsequent purchaser, and I could only pass the title subject to the view above expressed, unless I am able to find some final authority on the subject.

CITY SOLICITOR'S OFFICE

C. C. T. #2.

We have not completed the examination, as we have not examined the judgments and liens, but I anticipate no difficulty in this respect.

Captain Lewis left a last will and testament, which I have had his son probate in the Orphans' Court of Baltimore City, and, of course, it is necessary to give notice to creditors, which has been done, and any creditor may file his claim in the estate. In a technical sense, until the expiration of the notice for filing claims and the statement of the account, the title would not be considered marketable, but this objection would be cured in time and I do not think it really important. Captain Lewis left no debts, so his family tell me.

It would be well, I think, to proceed with the preparation of the papers so that we may be able to conclude the transaction promptly, provided you are willing to accept the title subject to the condition which I have outlined.

Please let me hear from you in regard to this matter, and oblige,

Yours very truly,

(signed) Alexander Preston.

AP/EEP

CITY SOLICITOR'S OFFICE

January 5th, 1925.

Philip B. Perlman, Esq.,
City Solicitor,
Court House, Local.

Dear Mr. Perlman:-

I beg to advise you that the following are the awards for the different properties on the Patapsco River, on the Baltimore County side, to wit:-

COPY

To - Roland R. Marchant and Walter C. Mylander, Trustees, for 5.7 acres of fast land, together with the riparian rights, lying northwest of the Hanover Street Bridge, adjoining Broening Park -	$ 64,120.00
To - Roland R. Marchant and Walter C. Mylander, Trustees, for the riparian rights of 14.86 acres, lying southwest of the Hanover Street Bridge -	21,000.00
To the Mason Amusement Company, for the riparian rights of 6.627 acres, lying south of Mylander's land -	4,050.00
To John W. Hodges, for the riparian rights of 7.967 acres, adjoining the Mason Amusement Company's land on the south -	4,000.00
To John Sanford, for the riparian rights of 9.495 acres, adjoining Hodges land on the south -	6,300.00
To Anton Marensky and wife, for the riparian rights of 11.152 acres, lying south of Sanford's land -	3,600.00
To Ambrose Laukaitis and wife, for the riparian rights of 51.71 acres, lying between the land of Marensky and the Baltimore and Ohio Railroad Bridge -	16,800.00

CITY SOLICITOR'S OFFICE

To James J. Jung and wife, for all their riparian rights in Mud Island and Bridgeview Island, including all the riparian rights of the Patapsco River between the Hanover Street Bridge and the Baltimore and Ohio Railroad Bridge, leading to Curtis Bay - $7,000.00

This includes all the riparian rights on the Baltimore County side between the Hanover Street Bridge and the Baltimore and Ohio Railroad Bridge, and also the fast land and riparian rights from Broening Park east, to the lot now owned by the Mayor and City Council of Baltimore, on the Hanover Street Bridge, leaving now a small tip of land at the extreme end of the Baltimore County side of the Hanover Street Bridge still to be acquired. The said tip of land is now vested in George E. Saulsbury, John H. Mackall, Howard Bryant and W. W. Varney.

While the title of the present owners of this strip as patentees was originally bad, yet, by agreements which had been entered into between the patentees and caveators to the said patent, the City would be now estopped to deny the title, as the City accepted as part of the said agreement, a deed for some of the land in dispute and covered by the patent and the agreement.

The City so far, has not acquired any riparian rights on the Anne Arundel County side of the Patapsco River.

Yours very truly,

Assistant City Solicitor.

AVW.
JHR.

7-23-24 W. & CO. 2000

R. WALTER GRAHAM
Comptroller

DEPARTMENT OF FINANCE
SUB-DEPARTMENT
COMPTROLLER
CITY HALL

W. S. HANNA
Deputy Comptroller

Baltimore, Md.

August 14th, 1929.

Mr. A. Leyare,
Joy Boat,
Hanover St. near 1st St.,
Baltimore, Md.

Dear Sir:-

After the talk we had with you several days ago we decided that a fair rental for wharfage for your boat would be $50.00 per month, an average of $2.00 per day for 6 working days a week that you are permitted to operate.

I am enclosing bill showing $60.00 in arrears for wharfage due at Andre Street and $250.00 for 5 months rental from April 1st 1929 to August 31st 1929 for rental of present site.

If some effort is not made to liquidate these indebtedness, steps will be taken to move your boat from present location.

Very truly yours,

BHM*F

Chief Harbor Master

7-10-28—T.&E.—1000

R. WALTER GRAHAM
Comptroller

DEPARTMENT OF FINANCE
SUB-DEPARTMENT
COMPTROLLER
CITY HALL

W. S. HANNA
Deputy Comptroller

Baltimore, Md.

Feb. 19, 1930.

Mr. Leyare,

"Joy Boat,"

S. Hanover st., City.

Dear Sir:-

You will recall that last fall we consented to let your boat remain at its present location until April 1, 1930.

I wish to advise you that this arrangement will have to be complied with, as this is the limit to which you can remain; and, if same is not moved by this time, we will be forced to have you vacate and take possession without further notice.

Yours very truly,

A. L. Dell

ALD/EAC.

ENGINEER.

Copy to Mr. McGinn, Chief Harbor Master.
" Mr. Dsiscoll, Asst. City Solicitor.

7-10-28—T.&E.—1000

R. WALTER GRAHAM
Comptroller

DEPARTMENT OF FINANCE
SUB-DEPARTMENT
COMPTROLLER
CITY HALL

W. S. HANNA
Deputy Comptroller

Baltimore, Md.

Feb. 19, 1930.

Mr. Leyare,

"Joy Boat,"

S. Hanover st., City.

Dear Sir:-

You will recall that last fall we consented to let your boat remain at its present location until April 1, 1930.

I wish to advise you that this arrangement will have to be complied with, as this is the limit to which you can remain; and, if same is not moved by this time, we will be forced to have you vacate and take possession without further notice.

Yours very truly,

ALD/EAC.

ENGINEER.

Copy to Mr. McGinn, Chief Harbor Master.
" Mr. Dziscoll, Asst. City Solicitor.

50619

BOARD OF ESTIMATES

HOWARD BRYANT,
PRESIDENT CITY COUNCIL
PRESIDENT

WILLIAM F. BROENING,
MAYOR

C. F. GOOB,
CHIEF ENGINEER

A. WALTER KRAUS,
CITY SOLICITOR

R. WALTER GRAHAM,
COMPTROLLER
SECRETARY

W. S. HANNA,
DEPUTY COMPTROLLER
CLERK

CITY OF BALTIMORE
MARYLAND
MUNICIPAL DEPARTMENTS

Apr. 2, 1930.

Mr. A. Walter Kraus,

City Solicitor.

Attention Mr. Driscoll.

Dear Sir:-

You will recall that, in August of last year, we endeavored to have A. Leyare, owner of the "Joy Boat," which is anchored on City property at the foot of Hanover st., remove same, and, after some discussion, he was given until April 1st in which to comply with this order.

I also gave him notice as of February 19th that this boat would have to be moved by April 1st.

As he has not complied with our request, will you please advise us further as to the action to be taken?

Yours very truly,

ALD/EAC.

ENGINEER.

UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION
AGENT OF
UNITED STATES SHIPPING BOARD

FLEET CORPORATION

NEW NAVY BUILDING

WASHINGTON, D. C.

OFFICE OF THE
GENERAL COUNSEL

June 23, 1928.

Mr. John A. Janetzke,
Chief Harbor Master,
Eastern and E. Falls Ave.,
Baltimore, Maryland.

Dear Sir:

SS MAHANNA - request for transfer of title.

Your letter of the 1st instant in the subject matter has been brought to my attention. Before attempting to discuss the matter of transfer of title I should be glad to have you advise me as to what you mean when you say that Mr. A. A. Leyare satisfied you for this vessel. Also I should be pleased to learn just how and in what service Mr. Leyare plans to use this vessel.

For your information the Shipping Board contracted under date of December 31, 1921 with the Boston Iron & Metal Company of Baltimore for the dismantling and dismemberment of this vessel in such manner as it could not be placed in operation or identified as a hull. Naturally, therefore, you will appreciate our surprise at the suggestion contained in your letter that Mr. Leyare purposes to register same.

Very truly yours,

Chauncey G. Parker

Chauncey G. Parker,
General Counsel.

GPO

Baltimore, Md., June 26th, 1928.

Mr. Chauncey G. Parker,
General Counsel,
United States Shipping Board,
Washington, D. C.

Dear Sir:- SS Mahanna-- request for transfer of title.

Your letter of June 23rd regarding above subject. The Boston Iron & Metal stripped the SS Mahanna some four or five ago and left the hull laying at one of the City Piers and I told A. A. Leyare if he would take it away he could have it for his trouble. As it was abandoned I wanted to get it out of the way.

A. A. Leyare has turned the hull into an amusement place or house and wanted to have same registered, so he can tow it from port to port.

Yours truly,

Chief Harbor Master
Eastern & E. Falls Ave.
Baltimore, Md.

JAJ*F

7-23-24 W. & CO. 2000

R. WALTER GRAHAM
Comptroller

DEPARTMENT OF FINANCE

SUB-DEPARTMENT

COMPTROLLER

CITY HALL

W. S. HANNA
Deputy Comptroller

Baltimore, Md.

UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION
AGENT OF
UNITED STATES SHIPPING BOARD

B

FLEET CORPORATION

NEW NAVY BUILDING

WASHINGTON, D. C.

OFFICE OF THE
GENERAL COUNSEL

July 24, 1928.

Mr. John A. Janetzke,
Chief Harbor Master,
Eastern and E. Falls Ave.,
Baltimore, Maryland.

Dear Sir:

SS MAHANNA - request for transfer of title.

Referring again to your letter of June 1, 1928 in the subject matter, as I advised you under date of June 23, 1928, the United States, represented by the United States Shipping Board, under date of December 31, 1921 contracted with the Boston Iron & Metal Company of Baltimore for the dismantling and dismemberment of this vessel in such manner as it could not be placed in operation or identified as a hull; and by reason of this contract and the work done on this vessel by the Boston Iron & Metal Company in performance thereof the Shipping Board is not in position to give you bill of sale for the vessel.

Very truly yours,

Chauncey G. Parker

Chauncey G. Parker,
General Counsel.

GPO

7-23-24 W. & CO. 2000

R. WALTER GRAHAM
Comptroller

DEPARTMENT OF FINANCE
SUB-DEPARTMENT
COMPTROLLER
CITY HALL

W. S. HANNA
Deputy Comptroller

Baltimore, Md.

Baltimore, Md., July 28th, 1928.

Mr. A. A. Leyare,
Foot Andre St.,
Baltimore, Md.

Dear Sir:-

Below is copy of letter received from Fleet Corporation regarding SS Mahanna which is self explanatory.

"SS MAHANNa- request for transfer of title"

"Referring again to your letter of June 1st, 1928 in the subject matter, as I advised you under date of June 23rd, 1928, the United States, represented by the United States Shipping Board, under date of December 31,1921 contracted with the Boston Iron & Metal Company of Baltimore for the dismantling and dismemberment of this vessel in such a manner as it could not be placed in operation or identified as a hull; and by reason of this contract and the work done on this vessel by the Boston Iron & Metal Company in performance thereof the Shipping Board is not in position to give you bill of sale for the vessel.

Very truly yours

Chancey G. Parker

General Counsel.

This letter is dated July 24th,1928.

Yours truly,

Chief Harbor Master.

DEPARTMENT OF PUBLIC WORKS

BUREAU OF PLANS AND SURVEYS

W. O. ATWOOD

[redacted]

ENGINEER OF PLANS AND SURVEYS

August 23, 1928

Mr. A. Walter Kraus, City Solicitor
Law Department, Court House, City

ATTENTION: MR. FRANK DRISCOLL
Assistant City Solicitor

Dear Sir:

In accordance with your verbal request, we are attaching hereto a blue print showing the outline of Reed Bird Island.

Very truly yours,

W. O. Atwood

Engineer of Plans and Surveys

RHG

File

51164

A. WALTER KRAUS
CITY SOLICITOR

SIMON E. SOBELOFF
DEPUTY CITY SOLICITOR

CITY OF BALTIMORE
LAW DEPARTMENT
COURT HOUSE

Frank Driscoll,
Assistant City Solicitor.

July 19th, 1928.

A. Walter Kraus, Esq.,
City Solicitor,
Court House, Local.

Dear Mr. Kraus:- In re: Reed Bird Island - Sign Boards, etc.

Mr. F. W. Brunier, Assistant Supervisor of Collections, has advised me that the amount of taxes paid by Wagner on the above property since 1919 totals - $1150.80

I have been advised by the following that they have paid since 1919, the sums set opposite their names:

General Outdoor Advertising Company -	$ 296.25	
Morton Sign Company -	927.00	
N. L. Lane -	192.00	
Besche Bros. -	70.00	
		$1485.25

You will see by this that Mr. Wagner has collected $1485.25, and he paid to the City in taxes $1150.80, leaving the amount due the City of $334.45.

Kindly let me know if we should institute proceedings to collect the excess.

Yours very truly,

Frank Driscoll

FRANK DRISCOLL,
Assistant City Solicitor.

F.D.
J.H.R.

PUBLIC IMPROVEMENT COMMISSION

[redacted]

CITY HALL

Mud Islands -
Sign Rentals.

July 16th, 1928.

Honorable Wm. F. Broening, Mayor,
City Hall,
Baltimore, Md.

Dear Sir:

Your letter of July 14th, 1928, enclosing copy of letter from City Solicitor Kraus, dated July 12th, 1928, relative to sign rentals at Mud Islands has been received for which please accept my thanks. No doubt the information contained therein will prove of interest to the Commission.

Yours very truly,

Ralph C. Sharretts

Secretary.

RCS:K -
Copy to:
Mr. Kraus,
Mr. Hammond,
Mr. GOob.

124 12-5-27 W&CO 20M

CITY SOLICITOR'S OFFICE

April 7, 1928.

Mr. A. Walter Kraus,
City Solicitor.

Dear Sir:

Mr. Wyszecki has requested me to investigate a report on the "rentals of Mud Island properties". In the letter of March 21st sent you by Ralph C. Sharretts, Secretary of the Public Improvement Commission, I find that there are a number of signs on property at what was known as Reed Bird Island. These signs were erected by the Morton Sign Company, General Outdoor Advertising Company and N. N. Lane and Company. They claim they are leasing from a man by the name of Wagner. They further claim these signs were erected when that part of Reed Bird Island was in Anne Arundel County, that is, before annexation and no permit was necessary. I am of the opinion they are wrong in their contention as there is ample authority vested in the Mayor to remove all signs erected without a permit and even to revoke any permits granted for the erection of signs, etc., as the annexation Act provides that all ordinances now in force or hereafter to be enacted, shall have the same effect in the annexed portion as in the old city limits.

Mr. Wyszecki and I are both of the opinion that Reed Bird Island is now the property of the Mayor and City Council of Baltimore. This contention was raised before annexation and proceedings were instituted in the Circuit Court of Anne Arundel County in Equity looking to vacate the patents under which Wagner claims ownership to the islands, but as the annexation question was at that time ripening it was thought advisable not to proceed further in the matter and it was allowed to rest. I think the time is now ripe for the City to again assert its ownership and this can be done by compelling the removal of the signs or by compelling the owners of the signs to pay rent to the City.

Kindly let me know what you want us to do in the matter, and oblige

Very truly yours,

FD/E.

Assistant City Solicitor.

124 12-5-27 W&CO 20M

CITY SOLICITOR'S OFFICE

April 9, 1928.

Mr. Ralph C. Sharretts, Secretary,
Public Improvement Commission,
City Hall, City.

RE RENTALS MUD ISLAND PROPERTIES

Dear Sir:

Your letter of March 23, 1928 addressed to Mr. A. Walter Kraus, City Solicitor, has been handed to me for my attention. We are now investigating the status of the signboards for advertising purposes which are located on Reed Bird Island and we will have a report for you in a short time.

Very truly yours,

Assistant City Solicitor.

FD/E.

Northeast Side of the Hanover Street bridge - on what was known as "Reed Bird Island" are the following signs

1 Morton sign - "Mrs Schmidts Bread"
~~1 " " "Supreme Ice Cream"~~
1 " " "Ward Cakes"
1 " " "Palm Olive"
1 " " "Metropolitan Picture"
1 " " Boycale Gas
1 " " "Fairfield Farm Dairy"
1 General Outdoor Adv Co. Lucky Strike
1 " " " " Chrysler
1 " " " Frigidaire
1 " " " Pontiac Six
1 " " " Chevolet
1 " " " Autoline Oil
1 " " " Utica Club
1 " " " Chesterfield Agoralle
1 Blank sign
1 Morton Arrow Special
1 " Nation Bank
1 General Outdoor sign Co. Miller Bros
1 " " "
1 N.H Lane & Co Atlas Paint (Fisher Body)
1 " " Mabis
1 General Outdoor A. Co. Hunter B. Hull is now below
x Limited Auto Sales Co Lincoln
10-12-14 Nat Royal Oil
1 Blank sign

South West of the Bridge

Two house rented by Oliver Barrett who is paying rent to the city

1 Motor - Schermut tires
1 " Penn O Line
1 " Camels Cigarettes
1 " Cremo Cigar
1 " Maxwell coffee
1 " American Legion
1 " "Fors" now Blank
1 " Florsheim
1 " Hamburger
1 " New theatre
1 " Pennsylvania Coal
1 " Prince Albert Tobacco
1 " Supreme Ice Cream
1 " Penrolene Oil
1 M. H. Lane Riviera Beach

MAYOR'S OFFICE
CITY OF BALTIMORE

WILLIAM F. BROENING

MAYOR

July 14, 1928.

A. Walter Kraus, Esquire,
City Solicitor,
Room 217 Court House,
Baltimore, Maryland.

Dear Mr. City Solicitor:

This will acknowledge receipt of your letter of the 12th instant embodying report with reference to the unauthorized renting of the Mud Island Properties belonging to the Mayor and City Council, and I am this date sending a copy to the Public Improvement Commission.

Yours very truly,

Wm F Broening

Mayor.

OUTDOOR ADVERTISING EVERYWHERE

General Outdoor Advertising Co.
INCORPORATED

24-30 FALLSWAY

BALTIMORE, MD.

April 25th, 1928

Mr. Frank Driscoll,
Ass't.City Solicitor
217 Court House,
Baltimore, Maryland.

Dear Mr. Driscoll:

We beg to acknowledge receipt of letter under date of April 23, 1928 from W.G.Hammond, Building Engineer of the Department of Public Works requesting us to remove all signs South of Hanover Street Bridge to First Street at once.

Confirming my conversation with you of yesterday, regarding the above letter, please be advised that all our signs on the East Side of Hanover Street Bridge at Reed Bird Island are covered by a lease with Harry M. Wagner, 632 W. Pratt Street, under date of January 14th, 1924 for(310') three hundred and ten lineal feet of space on the East side of Hanover Street Bridge at Reed Bird Island and as occupied by the present sign boards, We are paying H.M.Wagner from the First day of January, 1924 at the yearly rental of($93.00) Ninety Three Dollars in equal quarterly instalments. Said rental has been paid to Mr. Wagner to April 1st, 1928.

As per copy of enclosed letter to H.M.Wagner we have stopped payment on this lease as of April 1st,1928 and are enclosing duplicate leases covering this location from the first day of April, 1928 at the yearly rental of($201.50)Two Hundred and One Dollars and Fifty Cents, payable in advance in equal Semi-annual instalments,drawn to the Mayor and City Council of Baltimore acting through the Public Improvement Commission, which Commission, we understand, has jurisdiction over this location.

We will thank you to have these leases executed and duly attested and return both copies for our signature. We will be pleased to forward you check covering rental from the first day of April, 1928, which is now due and based at the rate of Sixty-five cents, (65) per foot which is the rate agreed upon by the City in previous leases for the rental of City property for sign purposes.

We are also enclosing duplicate leases to the Mayor and City Council acting through the Public Improvement Commission for One Hundred and Seventy Five (175) feet of space on the West side of Hanover Street between Cromwell and Moale Streets and North of Hanover Street Bridge at the yearly rental of One Hundred Thirteen Dollars and seventy-five cents ($113.75) payable in advance in equal semi annual instalments. Part of said space is now occupied by our poster panels.

You will note we have left the date open on these leases which we will thank you to fill in as up until this time we have been unable to locate the owners of this property and have therefore held up the payment for this location for that reason. If you will have these leases duly executed and attested with date filled in we will be very glad to forward you check covering this location.

Very truly yours,
GENERAL OUTDOOR ADV. CO. INC.

J.C.Driscoll
Lease Department.

DB

J.C.Driscoll

April 25th, 1928

Mr. Harry M. Wagner,
632 W. Pratt Street,
Baltimore, Maryland.

Dear Sir:-

We are in receipt of advice and communication from W.G. Hammond, Building Engineer, Department of Public Works, advising that our Signs South of Hanover Street Bridge to First Street must be removed at once.

Upon investigation we find that this location upon which our panels are built is covered by a lease with you under date of January 14th, 1924, at the yearly rental of Ninety Three Dollars payable in equal quarterly instalments in advance. As our rental for this location is paid to April first, 1928, we are with-holding check for next quarterly instalment pending decision as to ownership of said location.

Very truly yours,

GENERAL OUTDOOR ADV. CO. INC.

Lease Department

DB

J.C.Driscoll.

PUBLIC IMPROVEMENT COMMISSION

CITY HALL

Baltimore City future Water Supply-

May 14th, 1932.

Mr. L. Small,
Water Engineer,
Bureau of Water Supply.

Dear Sir:-

The following excerpt from the Minutes of the Meeting, held May 9th, 1932, by the Public Improvement Commission, will advise you of the action taken with regard to matters set forth therein. Where required, you are requested to take the necessary steps to effect the wishes of the Commission insofar as your office is concerned:-

> " A letter from the Bureau of Water Supply, dated April 6th, 1932, received May 9th, 1932, was read, reporting that upon request of the Advisory Engineers on Water Supply, the Department of Law had Mr. E. Donovan Hans submit a report on the City's rights in the Gunpowder River valley and how and when obtained. The letter then reported that this Report has been completed and Mr. Hans has submitted his bill in the amount of $850.00.
>
> Reference was made to the suggestion in the above letter to submit this matter to the Board of Estimates. It was the opinion that this procedure was unnecessary.
>
> Upon,
>
> MOTION of Mr. Mahool, seconded by Mr. Kalb, the bill was ordered paid."

Yours very truly,

Ralph C. Sharretts

Secretary.

g- Copy to-
Mr. Crozier,
Mr. Wyszecki,
Mr. Small-2-

RESOLUTION.

27127

Upon motion duly made and seconded, it was decided as follows:

The Public Improvement Commission directs that for the purpose of improving the navigation of the Patapsco River, and for the purpose of public improvement, the property and all riparian rights included within the shore lines of the southeast side of the Patapsco River from the south end of the Hanover Street Bridge to the Baltimore City line, thence following the Baltimore City line to the northwest side of the Patapsco River; thence following the shore line of the northwest side of the Patapsco River to the south side of the Hanover Street Bridge, shall be acquired either by purchase or condemnation; and

THAT the City Solicitor is hereby requested and authorized to institute the necessary proceedings for said purpose.

- - - - - - - - -

111-Inc 4/95 April

95
3
2 | 3
2320
2 9 6 25

Morton Sign Company paid
Wagner since 1919 - $927.00

General Outdoor Advertising
Company paid Wagner 296.25

N. L. Lane 192.00

Bischel Bros 90.00

~~1485.5~~

1485 25

CITY SOLICITOR'S OFFICE

May 16, 1928.

Mr. W. G. Hammond,
Buildings Engineer,
Municipal Building,
Baltimore, Maryland.

Dear Sir:

Will you kindly advise me if you have heard from any of the owners of the billboards on Reed Bird Island and, also, what is the present status of this matter.

Very truly yours,

Assistant City Solicitor.

FD/E.

CITY SOLICITOR'S OFFICE

Frank Driscoll,
Assistant City Solicitor.

July 10th, 1928.

A. Walter Kraus, Esq.,
City Solicitor,
Court House, Local.

Dear Mr. Kraus:- IN RE: REED BIRD ISLAND.

The two letters which I sent to you, one dated April 7th, and the other May 18th, and a carbon copy of a letter sent to Mr. T. J. Hall, Chief Assessor, dated May 23rd, by Mr. Wyszecki, give the present status of Reed Bird Island. I might add, however, that you instructed me to proceed at once against Harry M. Wagner to collect from him the rent which he received from this property. Mr. Wagner is dead, and I was about to proceed against his estate, when I had a conference with Mr. Wyszecki and he was of the opinion that it would be better for us to defer action in this matter in the hope that the Wagner people would start proceedings to get control of the Island.

You will recall that I reported Mr. Wyszecki's views to you and you thought that there was something in his contention, but you also thought that action should be taken by this department in view of the fact that a sum of money was due the City. Mr. Wagner has also been paying taxes on this property and I think it would be advisable to find out just how much in taxes he has paid, and see if this equals the rent he collected. I don't know whether any of the taxes which he paid have been refunded, as suggested in the letter of May 23rd, but I will start an investigation and report to you the status.

Yours very truly,

Assistant City Solicitor.

FD.
JHR.

124 12-5-27 W&CO 20M

CITY SOLICITOR'S OFFICE

May 18, 1928.

Mr. A. Walter Kraus,
City Solicitor,
217 Court House, City.

Dear Sir:

We have this day granted minor privileges to the P. and H. Morton Advertising Company, a body corporate, 222 S. Howard Street, for space to erect signboards on Reed Bird Island at $126.00 per year, which is the amount that they were paying to Harry M. Wagner. N. H. Lane of 225-5 N. Holliday Street, has been granted a permit to maintain the signs on Reed Bird Island at $42.00 per year. The General Outdoor Advertising Company, 24 Fallsway, has been granted a permit for 310 feet of space on the East side of Hanover Street Bridge, from the South side of said Bridge to 1st Street, Brooklyn, for the sum of $201.50 per year. These have all been granted minor privilege permits which are revocable at the pleasure of the Board of Estimates.

Mr. Harry M. Wagner died and his estate is being administered by Robert B. Wagner and Harriett G. Wagner, executors. The P. and H. Morton Advertising Company have paid the Wagner estate up to March 1, 1927; N. H. Lane has paid the Wagner estate up to January 1, 1927; and the General Outdoor Advertising Company has paid up to November 1, 1928.

We have granted permission to the General Outdoor Advertising Company to remain on the property and their rent is to begin November 1, 1928.

In order to get the money that the advertising sign people have paid to Harry M. Wagner or his estate, we have to sue the estate. The sign companies have recognized the City's authority over Reed Bird Island and a good way to confirm its ownership, I think, would be by a suit to recover the rents which the estate has collected, if you think this is advisable.

Very truly yours,

FD/E. Assistant City Solicitor.

*

93.44

131.24

134.12

137.46

138.07

138.73 ~~120.79~~

120.79 126.80

17.94 124.94

126.00

1,132.86 *

17.94

1150.80

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Harry M Wagner

BOOK

Supple & Dist

REF. 114/17

ASSESS. 5750

BILL

LOCATION

Reed Bird Island 525'S End of Hanover St Bridge

	AMOUNT		INT-PEN		DISC.	
FLAT RATE WATER					None	
STATE TAX $.2564 PER $100					None	
CITY TAX $2.39 PER $100						
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.0013 RURAL $0.8126						
PAVING TAX (ACT 1912)						
TOTAL						
Unpaid Taxes — Yr.						
FLAT RATE WATER						
STATE TAX 1919	21	68				
CITY TAX NEW ADDITION TAX 1919 SUBURBAN TAX RURAL TAX	7	76				
PAVING TAX						
TOTAL						
INT.-PEN.-DISC.						
TOTAL	93	44				

9/14/19 J M Brown

Paid 9/14/19

SAVE TIME RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

1928 Taxes Not Paid by July 1, 1928, Are in Arrears and Subject to Legal Action.

CITY TAX LEVY, 1928

Showing the distribution of the Full Tax rate (Segregated as to functions of government) for the maintenance of the City Government on each one hundred dollars paid by the Property-owner.

1.	General Government	.1840 per $100
2.	Protection of Persons and Property	.4878 per $100
3.	Conservation of Health	.0526 per $100
4.	Sanitation—Promotion of Cleanliness	.1491 per $100
5.	Highways	.1338 per $100
6.	Charities, Hospitals and Corrections	.1040 per $100
7.	Education	.5652 per $100
8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
10.	Interest and Sinking Funds:	
	Interest on City Debt	.4529 per $100
	Sinking Funds on City Debt	.1640 per $100
11.	Pensions and Workmen's Compensation	.0918 per $100
	City Tax Levy, 1928	$2.39

The parks are maintained by the Railway Park Tax.

Data Regarding the 1928 Levy

Assessable basis for 1928	
Assessable at—City, Suburban, Rural and New Annex rates	$1,268,292,930
Assessable at other fixed rates	666,747,640
Total assessable basis	$1,935,040,570

Tax Rates for 1928 (Per $100)

Full City Rate	$2.39
Suburban Rate	1.6013
Rural Rate	.8126
New Addition	1.8642
Bank Shares	1.00
Surety, Casualty, Guaranty and Fidelity Companies	1.50
Securities	.30
Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Harry M Wagner

BOOK

REF. Suppl. 5th Dist. 93/18

ASSESS. 5950

BILL

LOCATION

Reed Bird Island 29 3/4 Ac. in Patapsco River

	AMOUNT	INT-PEN	DISC.
FLAT RATE WATER			None
STATE TAX $.2504 PER $100			None
CITY TAX $2.39 PER $100			
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8[illegible]			
PAVING TAX (ACT 1912)			
TOTAL			

6/29/20 J M Brannan

Unpaid Taxes	Yr.				
FLAT RATE WATER					
STATE TAX	1920	21	68		
CITY TAX NEW ADDITION TAX SUBURBAN TAX RURAL TAX	1920	109	56		
PAVING TAX					
TOTAL					
INT.-PEN.-DISC.					
TOTAL		131	24		

Pd 6/29/20

SAVE TIME
RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

1928 Taxes Not Paid by July 1, 1928, Are in Arrears and Subject to Legal Action.

CITY TAX LEVY, 1928

Showing the distribution of the Full Tax rate (Segregated as to functions of government) for the maintenance of the City Government on each one hundred dollars paid by the Property-owner.

1.	General Government	.1840 per $100
2.	Protection of Persons and Property	.4878 per $100
3.	Conservation of Health	.0526 per $100
4.	Sanitation—Promotion of Cleanliness	.1491 per $100
5.	Highways	.1338 per $100
6.	Charities, Hospitals and Corrections	.1040 per $100
7.	Education	.5652 per $100
8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
10.	Interest and Sinking Funds:	
	Interest on City Debt	.4529 per $100
	Sinking Funds on City Debt	.1640 per $100
11.	Pensions and Workmen's Compensation	.0918 per $100
	City Tax Levy, 1928	$2.39

The parks are maintained by the Railway Park Tax.

Data Regarding the 1928 Levy

Assessable basis for 1928	
Assessable at—City, Suburban, Rural and New Annex rates	$1,268,292,930
Assessable at other fixed rates	666,747,640
Total assessable basis	$1,935,040,570

Tax Rates for 1928 (Per $100)

Full City Rate	$2.39
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Rural Rate	.8126
New Addition	1.8642
Bank Shares	1.00
Surety, Casualty, Guaranty and Fidelity Companies	1.50
Securities	.30
Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Harry R Wagner

BOOK

REF. A&C 5th Distr 166/21

ASSESS. $950

BILL

LOCATION

On Patapsco River 525 S. End Hanover St Bridge

		AMOUNT		INT-PEN		DISC.	
FLAT RATE WATER						None	
STATE TAX $.2564 PER $100						None	
CITY TAX $2.39 PER $100							
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6918 RURAL $0.8126							
PAVING TAX (ACT 1912)							
TOTAL							
Unpaid Taxes	Yr.						
FLAT RATE WATER							
STATE TAX	1921	21	02				
CITY TAX NEW ADDITION TAX SUBURBAN TAX RURAL TAX	1921	113	10				
PAVING TAX							
TOTAL							
INT.-PEN.-DISC.							
TOTAL		134	12				

7/29/21

Paid

Receipt signed this account

Paid 7/29/21

SAVE TIME RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

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5.	Highways	.1338 per $100
6.	Charities, Hospitals and Corrections	.1040 per $100
7.	Education	.5652 per $100
8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
10.	Interest and Sinking Funds:	
	Interest on City Debt	.4529 per $100
	Sinking Funds on City Debt	.1640 per $100
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	City Tax Levy, 1928	$2.39

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State	.2564
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One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Harry M Wagner

BOOK

REF. 4 A Co 5th 180/23

ASSESS.

BILL

LOCATION

Patapsco River 25 Ft. S. End Hanover St Bridge

		AMOUNT		INT-PEN		DISC.	
FLAT RATE WATER						None	
STATE TAX $.2564 PER $100						None	
CITY TAX $2.39 PER $100							
RATES PER $100 NEW ADD'N $1.8042 SUBURBAN $1.6013 RURAL $0.8120							
PAVING TAX (ACT 1912)							
TOTAL							
Unpaid Taxes	Yr.						
FLAT RATE WATER							
STATE TAX	1922	20	83				
CITY TAX NEW ADDITION TAX SUBURBAN TAX RURAL TAX	22	116	63				
PAVING TAX							
TOTAL							
INT.-PEN.-DISC.							
TOTAL		37	46				

7/26/22

Pd 7/26/22

DIRECT STATEWA AND RECORDER OF DEEDS

PAID

ENTERED

SAVE TIME RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

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8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
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	Interest on City Debt	.4529 per $100
	Sinking Funds on City Debt	.1640 per $100
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	City Tax Levy, 1928	$2.39

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Data Regarding the 1928 Levy

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Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Harry M Wagner

BOOK

REF. 25/6/121/1-2 ASSESS. 5950

BILL

LOCATION

E & W S Annapolis Blvd 515

S. Hanover St Bridge

	AMOUNT	INT-PEN	DISC.
FLAT RATE WATER			None
STATE TAX $.2564 PER $100			None
CITY TAX $2.39 PER $100			
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8130			
PAVING TAX (ACT 1912)			
TOTAL			

7/30/23

Unpaid Taxes

	Yr.				
FLAT RATE WATER					
STATE TAX	23	17	90		
CITY TAX					
NEW ADDITION TAX	23	120	17		
SUBURBAN TAX					
RURAL TAX					
PAVING TAX					
TOTAL					
INT.-PEN.-DISC.					
TOTAL		138	07		

Pd 7/30/23

SAVE TIME RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

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8.	Recreation	.0048 per $100
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	City Tax Levy, 1928	$2.39

The parks are maintained by the Railway Park Tax.

Data Regarding the 1928 Levy

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New Addition	1.8642
Bank Shares	1.00
Surety, Casualty, Guaranty and Fidelity Companies	1.50
Securities	.30
Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Harry M Wagner

BOOK

REF. 25/6/121/1/2 ASSESS. 5950

BILL

LOCATION

E&W S Annapolis Blvd 525
S Hanover St Bridge

	AMOUNT		INT-PEN		DISC.	
FLAT RATE WATER					None	
STATE TAX $.2564 PER $100					None	
CITY TAX $2.39 PER $100						
RATES PER $100 NEW ADD'N $1.8042 SUBURBAN $1.6013 RURAL $0.8126						
PAVING TAX (ACT 1912)						
TOTAL						

Paid 6/30/24

Unpaid Taxes	Yr.					
FLAT RATE WATER						
STATE TAX	24	17	94			
CITY TAX NEW ADDITION TAX SUBURBAN TAX RURAL TAX	24	120	79			
PAVING TAX						
TOTAL						
INT.-PEN.-DISC.						
TOTAL		138	73			

Paid 6/30/24

SAVE TIME RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

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CITY TAX LEVY, 1928

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6.	Charities, Hospitals and Corrections	.1040 per $100
7.	Education	.5652 per $100
8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
10.	Interest and Sinking Funds:	
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11.	Pensions and Workmen's Compensation	.0918 per $100
	City Tax Levy, 1928	$2.39

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Data Regarding the 1928 Levy

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Securities	.30
Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Henry F. Wagner

BOOK

REF. 35/6/121/1-2 ASSESS. 5950

BILL

LOCATION

Annapolis Blvd

525 ft S Hanover St Brity

	AMOUNT	INT-PEN	DISC.
FLAT RATE WATER			None
STATE TAX $.2564 PER $100			None
CITY TAX $2.39 PER $100			
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8126			
PAVING TAX (ACT 1912)			
TOTAL			

Ledger shows this account as paid June 31/25 B

Unpaid Taxes	YR.			
FLAT RATE WATER				
STATE TAX	1925	16.27		
CITY TAX NEW ADDITION TAX SUBURBAN TAX RURAL TAX	1925	110.53		
PAVING TAX				
TOTAL		126.80		
INT.-PEN.-DISC.				
TOTAL				

SAVE TIME RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

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8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
10.	Interest and Sinking Funds:	
	Interest on City Debt	.4529 per $100
	Sinking Funds on City Debt	.1640 per $100
11.	Pensions and Workmen's Compensation	.0918 per $100
	City Tax Levy, 1928	$2.39

The parks are maintained by the Railway Park Tax.

Data Regarding the 1928 Levy

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Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Henry H. Hagner

BOOK 7

REF. 25/6/121/1-2 ASSESS. 5950

BILL 421

LOCATION

Annapolis Blvd
525 ft S Hanover St Bridge

	AMOUNT	INT-PEN	DISC.
FLAT RATE WATER			None
STATE TAX $.2564 PER $100			None
CITY TAX $2.39 PER $100			
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8126			
PAVING TAX (ACT OF 1912)			
TOTAL			

Ledger shows this account paid May 10/26 R

Unpaid Taxes	Yr.			
FLAT RATE WATER				
STATE TAX	1926	16 27		
CITY TAX				
NEW ADDITION TAX				
SUBURBAN TAX				
RURAL TAX	1926	109 19		5% Dis
PAVING TAX				
TOTAL		125 46		
INT.-PEN.-DISC.		52		
TOTAL		124 94		

SAVE TIME
RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

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8.	Recreation	.0048 per $100
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	Interest on City Debt	.4529 per $100
	Sinking Funds on City Debt	.1640 per $100
11.	Pensions and Workmen's Compensation	.0918 per $100
	City Tax Levy, 1928	$2.39

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Data Regarding the 1928 Levy

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Securities	.30
Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

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TO STATE OF MD. & MAYOR AND CITY COUNCIL OF BALTO., DR.

REAL PROPERTY - DUPLICATE STATEMENT - 1928

Make Checks Payable to City Collector, Baltimore

NAME Henry H. Hagner

BOOK 8

REF. 20/6/121-1-2 ASSESS. 5750

BILL 19

LOCATION

Annapolis Blvd
515 ft S Hanover Ave

	AMOUNT	INT-PEN	DISC
FLAT RATE WATER			None
STATE TAX $.2564 PER $100			None
CITY TAX $2.39 PER $100			
RATES PER $100 NEW ADD'N $1.8642 SUBURBAN $1.6013 RURAL $0.8126			
PAVING TAX (ACT 1912)			
TOTAL			
Unpaid Tax Yr. FLAT RATE WATER			
STATE TAX 1927	1630		
CITY TAX NEW ADDITION TAX SUBURBAN TAX RURAL TAX 1927	10808	162	
PAVING TAX			
TOTAL	12438		
INT.-PEN.-DISC.	162		
TOTAL	12600		

Dec. 8/5/27 R

Receipt shows this account as SLEPT

SAVE TIME
RETAIN THIS BILL AND PRESENT WITH YOUR PAYMENT

Discount—Interest and Penalty Rates (For Current Year Charges.)

DISCOUNTS:

State Tax	NONE
City Tax:	
If paid in...January	1%
If paid in...February	1%
If paid in...March	¾%
If paid in...April	½%
If paid in...May	¼%

INTEREST AND PENALTY

State Tax:	
If paid in October	½%
If paid in November	1%
If paid in December	1½%
City Tax:	
If paid in August	1½%
If paid in September	3%
If paid in October	4½%
If paid in November	6%
If paid in December	8½%

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4.	Sanitation—Promotion of Cleanliness	.1491 per $100
5.	Highways	.1338 per $100
6.	Charities, Hospitals and Corrections	.1040 per $100
7.	Education	.5652 per $100
8.	Recreation	.0048 per $100
9.	Public Service Enterprises, includes Water Dept., etc. (Self Sustaining)	
10.	Interest and Sinking Funds:	
	Interest on City Debt	.4529 per $100
	Sinking Funds on City Debt	.1640 per $100
11.	Pensions and Workmen's Compensation	.0918 per $100
	City Tax Levy, 1928	$2.39

The parks are maintained by the Railway Park Tax.

Data Regarding the 1928 Levy

Assessable basis for 1928	
Assessable at—City, Suburban, Rural and New Annex rates	$1,268,292,930
Assessable at other fixed rates	666,747,640
Total assessable basis	$1,935,040,570

Tax Rates for 1928 (Per $100)

Full City Rate	$2.39
Suburban Rate	1.6013
Rural Rate	.8126
New Addition	1.8642
Bank Shares	1.00
Surety, Casualty, Guaranty and Fidelity Companies	1.50
Securities	.30
Savings Bank Deposits	.18¾
State	.2564
State Tax on Securities	.15

One Cent on the Full Tax Rate Produces $108,538.76

JOHN T. DONOHUE,
COLLECTOR AND MANAGER

WILLIAM A. CODD,
DEPUTY MANAGER AND SUPERVISOR
OF RESULTS

BUREAU OF RECEIPTS

July 11, 1928.

Mr. Frank Driscoll,
Asst.City Solicitor,
Court House,
City.

Dear Sir:

As per your request over the telephone, I am enclosing you duplicate receipts for the years of 1919 and 1927 inclusive on the Reed Bird Island, also an unpaid duplicate tax bill for the year 1928.

Yours very truly,

F W Brunier

Asst.Supervisor of Collections.

FWB

Board of Estimates

EXTRACTS FROM MINUTES OF BOARD OF ESTIMATES.

February 8, 1921.

On February 1st Mr. James W. Clayton, Secretary protem of the Port Development Commission, wrote to the Board as follows:-

"The following resolution was adopted at the meeting of this Commission on January 31, and I was instructed to forward a copy of it to the Board of Estimates, the City Solicitor and the Public Improvement Commission -

'It is the sense of the Port Development Commission that steps be taken to acquire by purchase or condemnation the islands in the Patapsco River near the Hanover Street Bridge between the former Anne Arundel and Baltimore County shores, and that pending the consummation of these proceedings negotiations be opened with all claimants against this property for the immediate right to use these islands for dumping excavated material from the channel on the islands after a proper temporary bulkhead has been built by the Harbor Engineer, and in this manner acquire for the City the land which may be made by this excavated material instead of having it used by private parties.'

The letter was ordered filed.

December 14, 1921.

The Board referred to the Mayor, with power to act, the question of placing dredging material in the Mud Islands area, approximately 1,000,000 cubic yards at 1½¢ per cubic yard.

CITY SOLICITOR'S OFFICE

January 15, 1925.

Mr. Ralph C. Sharretts, Secty.,
Public Improvement Commission,
Hearst Tower Building,
Baltimore, Maryland.

Dear Mr. Sharretts:

I beg to reply to your letter of December 23, 1924, in which you advise me that you have been requested by Mr. Garrett to obtain from me a report as to the action of the Court of Appeals in the Klein case, and also the status of the Commission with respect to all of the properties on the north side of the Patapsco River that have been the subject of condemnation proceedings.

The jury in the Klein case made an award of $64,120 for the 5.7 acres of fast land, together with the riparian rights, lying northwest of the Hanover Street Bridge and adjoining Broening Park. Marchant and Mylander, Trustees, appealed the case to the Court of Appeals, where the award was affirmed so that the amount fixed by the jury is the price the City will be required to pay if it takes over the land.

The following are all the awards for the different properties on the Patapsco River, on the Baltimore County side, to wit:

To- Roland R. Marchant and Walter C. Mylander, Trustees, for 5.7 acres of fast land, together with the riparian rights, lying northwest of the Hanover Street Bridge, adjoining Broening Park - $64,120.00

CITY SOLICITOR'S OFFICE

February
First
1 9 2 3

Hon. James H. Preston,
Munsey Building,
Baltimore, Maryland.

Dear Mr. Preston:-

Yesterday, at the meeting of the Port Development Commission, you asked, as I recall, in what Court proceedings are pending for the condemnation of the property generally known as the Mud Island Flats, and the names of the parties against whom the proceedings had been instituted.

I was unable to give you the details of this information at the time, but I am advised by Messrs. Smith and Cleaveland of this office, who are handling these proceedings that said proceedings are pending in the Baltimore City Court, and the style of the several cases is as follows:-

The Mayor and City Council of Baltimore is plaintiff in six cases all filed in the Baltimore City

Court against, first, Anton Narensky and Constantina Narensky, his wife, William M. Talbott and Virginia Lee Talbott, his wife, Charles H. Lewis and Margaret A. Lewis, his wife, Harry M. Wagner and Harriett B. Wagner, his wife, James J. Jung and Winifred Jung, his wife, and other person or persons having or claiming any interest; second, against Ambrose Laukaitis and Sophia Laukaitis, his wife, Harry M. Wagner and Harriett B. Wagner, his wife, Charles H. Lewis, and Margaret A. Lewis, his wife, William M. Talbott and Virginia Lee Talbott, his wife, James J. Jung and Winifred Jung, his wife, Baltimore and Ohio Railroad Company, a body corporate, The First Lithuanian Building Association of Baltimore City, a body corporate, and other person or persons having or claiming any interest; third, against Roland R. Marchant and Walter C. Mylander, Trustees, Harry M. Wagner and Harriett B. Wagner, his wife, Charles H. Lewis and Margaret A. Lewis, his wife, William M. Talbott and Virginia Lee Talbott, his wife, James J. Jung and Winifred Jung, his wife, and other person or persons having or claiming any interest; fourth, against John W. Hodges, bachelor, Harry M. Wagner and Harriett B. Wagner, his wife, Charles H. Lewis and Margaret A. Lewis, his wife, William M. Talbott and Virginia Lee Talbott, his wife, James J. Jung and Winifred Jung, his wife, and other person or persons having or claiming any interest; fifth, against Mason Amusement

Corporation, a body corporate, Harry M. Wagner, and Harriett B. Wagner, his wife, Charles H. Lewis, and Margaret A. Lewis, his wife, William M. Talbott and Virginia Lee Talbott, his wife, James J. Jung and Winifred Jung, his wife; sixth, against John L. Sanford and Jennings Carroll Sanford, his wife, M. Knight Sanford, Harry M. Wagner and Harriett B. Wagner, his wife, Charles H. Lewis, and Margaret A. Lewis, his wife, William M. Talbott and Virginia Lee Talbott, his wife, James J. Jung and Winifred Jung, his wife.

In all of these cases, the defendants have filed appearances and with exception of one defendant, in each case, have filed their respective answers.

I have advised Messrs. Smith and Cleaveland that the Port Development Commission desires these proceedings expedited.

I am sending a copy of this to each member of the Port Development Commission.

Very truly yours,

AAD/h

Deputy City Solicitor.

Copy to
Mayor Broening
Mr. McLanahan
Mr. Jeffery
Mr. Obrecht
Mr. Greiner

124 12-5-27 W&CO 29M

CITY SOLICITOR'S OFFICE

April 26, 1928.

Messrs. Marbury, Gosnall & Williams,
Maryland Trust Building,
Baltimore, Maryland.

RE - REED BIRD ISLAND

Gentlemen:

I am in receipt of your letter of April 25, 1928 and beg to advise you that the City of Baltimore is the owner of the property known as Reed Bird Island.

Very truly yours,

Assistant City Solicitor.

FD/E.

65 Cents a running foot

City of Baltimore M. P. No.....

MINOR PRIVILEGE PERMIT

....19.....

(Street)

Permission is hereby granted.....
to erect at above location.

.....

Receipt of $.....is hereby acknowledged as cost to December 31, 1928.

The change each subsequent year will be $.....

.....

Comptroller Secy. to Board of Estimates.

(See reverse side for conditions under which this permit is granted.)

152 12-27-27 12500 P

CONDITION OF PERMIT.

THIS PERMIT IS GRANTED SUBJECT TO THE REGULATIONS AS FIXED IN THE SCHEDULE OF MINOR PRIVILEGE CHARGES NOW IN EFFECT, AND ON DISPLAY IN THE OFFICE OF THE BUREAU OF BUILDINGS, AND SUBJECT TO REVOCATION BY THE BOARD OF ESTIMATES, AT ALL TIMES, AT ITS PLEASURE. WHEN REVOKED THE OBSTRUCTION MUST BE REMOVED FROM THE HIGHWAY WITHIN THREE DAYS FROM THE DATE OF NOTICE FROM THE BUREAU OF HIGHWAYS, OR THE BUREAU OF BUILDINGS. SUCH NOTICE TO BE DELIVERED TO THE OWNER, AGENT, OR TENANT, OR LEFT ON THE PREMISES. TAGS RECEIVED WITH THIS PERMIT MUST BE ATTACHED TO THE PRIVILEGE.

CITY SOLICITOR'S OFFICE

April 11th, 1928

Mr. Frank Driscoll,
Assistant City Solicitor.

Dear Mr. Driscoll:

I have your letter of April 7th, advising me that in your judgment Reed Bird Island belongs to the Mayor and City Council of Baltimore and that the City is, therefore, entitled to any rentals for signs erected on this island by the various sign companies who have placed signs thereon.

Please take whatever steps you may deem necessary to establish title in the City and to collect all rentals which have accrued since title to the property became vested in the City.

Very truly yours,

A. WALTER KRAUS

A.W.K.
R.R.S.

City Solicitor.

124 12-5-27 W&CO 20M

CITY SOLICITOR'S OFFICE

April 18, 1928.

Mr. Robert B. Wagner, Executor and Trustee of
Henry M. Wagner,
632 W. Pratt Street,
Baltimore, Maryland.

Dear Sir:

We wish to notify you that the City owns all that land adjacent to the fill of the Hanover Street Bridge lying between Brooklyn and that part of the land which was formerly in Baltimore County before the passage of the Annexation Act of 1918.

You are further notified to account for all rents collected by you from the different companies having advertising signs on the premises, and also rents paid to Mr. H. M. Wagner during his lifetime, of which estate you are the executor.

Very truly yours,

Assistant City Solicitors.

FD/E.

124 12-5-27 W&CO 20M

CITY SOLICITOR'S OFFICE

April 18, 1928.

Mr. W. C. Hammond,
Zoning Commissioner,
Municipal Building,
Baltimore, Maryland.

Dear Sir:

The City is about to assert its ownership to all that land lying on each side of the fill of the Hanover Street Bridge and known as Reed Bird Island. I beg to advise you to notify all of the owners of the signs to remove same immediately.

Very truly yours,

Assistant City Solicitor.

FD/E.

LAW OFFICES
MARBURY, GOSNELL & WILLIAMS

WM. L. MARBURY
GEO. WEEMS WILLIAMS
JESSE SLINGLUFF
WILLIAM L. RAWLS
L. VERNON MILLER

MARYLAND TRUST BUILDING
CALVERT & REDWOOD STREETS
BALTIMORE, MD.

TELEPHONE PLAZA 2587

CABLE ADDRESS
"EMGE"

4-C
Re: Reed Bird Island

April 25, 1928

Frank Driscoll, Esq.,
Assistant City Solicitor
Law Department, Court House,
Baltimore, Md.

Dear Sir:

Your letter of the 18th inst. addressed to Mr. Robert B. Wagner, Executor and Trustee of Henry M. Wagner, has been referred to our firm, which, together with Mr. Floyd J. Kintner, are counsel for Mr. Robert B. Wagner, for reply.

We have always understood that the land referred to in your letter was the property of Henry M. Wagner, deceased, and we do not know of any basis for the claim or claims made in your letter upon behalf of Baltimore City.

Very truly yours,

Marbury Gosnell Williams

LOCATION
OF SIGNS ON E.S. HANOVER ST BRIDGE
OF
GENERAL OUTDOOR ADV. CO., INC.

J.C.D.


N
FIREPLUG
175' HERE
HANOVER STREET
CROMWELL ST
LOCATION
OF SIGNS ON W. S. HANOVER ST
BET. CROMWELL AND MOALE STS.
OF
GENERAL OUTDOOR ADV. CO.
MOALE ST

J.C.D.

G.O. 912

General Outdoor Advertising Co.
24-30 FALLSWAY.
BALTIMORE. MD.

GROUND LEASE C

Agreement of lease made this 24TH day of APRIL 1928, by and between THE MAYOR & CITY COUNCIL ACTING THROUGH THE PUBLIC IMP.COMM. as Landlord, and GENERAL OUTDOOR ADVERTISING CO., INC., as Tenant,

Witnesseth:-

The Landlord hereby leases to the Tenant and the Tenant hires from the Landlord the plot or premises described as follows:—One Hundred and Seventy-five Feet(175') of space as occupied by
on present signboards Beginning on the W.S.of Hanover St.bet Cromwell ft.
on and Moale St. and North of Hanover St.Bridge as per ft.
on diagram on reverse side hereof. Running ft.
on Beginning Running ft.
located at W.S.Hanover St. bet. Cromwell and Moale Streets --------- in the City of Baltimore, for the term of One (1) years from the day of 19, *at the yearly rental of* ONE HUNDRED THIRTEEN & 75/100($113.75) --- *Dollars, payable in advance in* equal Semi-Annual installments, with the right to the Tenant to renew this lease for a like period of time on the *same terms and conditions; such right of renewal to be exercised by giving written notice thereof to the Landlord,* either personally or by mailing the same addressed to him at his place of address last known to the Tenant, not less than fifteen days before the expiration of the term.

subject to termination by the landlord as hereinafter provided

It is understood that the Tenant may erect, place and maintain advertising sign structures on the premises hereby leased and post, paint and/or maintain advertisements on such structures and that all structures and materials placed upon the premises by the Tenant shall always remain the personal property of and may be removed by the Tenant at or within a reasonable time after the expiration of the term or any renewal thereof.

If, in the opinion of the Tenant, the signs of the Tenant on the premises hereby leased shall become or be entirely or partially obscured, or if the value of the location for advertising purposes shall become or be diminished by change of highway or direction of traffic, or *if the Tenant be prevented by authorities having jurisdiction from constructing and/or maintaining its signs on said premises, this lease* shall terminate at the option of the Tenant on fifteen days notice in writing to the Landlord by registered mail and the Landlord agrees thereupon to return to the Tenant any rent paid in advance for the unexpired term.

The Landlord represents and warrants that THEY ARE the OWNERS of the premises above described and has authority to make this lease and covenants that THEY will not permit any other part of said premises to be used for advertising purposes nor permit Tenant's signs to be obstructed.

The Landlord reserves the right to terminate this lease by giving thirty days notice in writing, addressed to the Tenant, by registered mail, and by refunding to the Tenant any rent paid in advance for the unexpired term. [redacted]

It is expressly understood that neither the Landlord nor the Tenant is bound by any stipulations, representations or agreements, not printed or written in this lease. This lease shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, By.

BLOCK NO.
LOT NO.

(Landlord By: MAYOR & CITY COUNCIL OF BALTO. (L. S.)
Address Mayor of Baltimore

WITNESS:

GENERAL OUTDOOR ADVERTISING CO., INC.

WITNESS: By

General Outdoor Advertising Co. 24-30 Fallsway, Baltimore, Md. 19 Ground lease No.

To whom it may concern:

Permission is hereby granted to the General Outdoor Advertising Co., Inc. to erect structures and/or paint and/or post
for advertising purposes, located at City State
Thoroughfare (Miles of)
Location (Miles of)
About or opposite pole No.
Shows or faces
Block Number Lot Number
of which the present

Signed

Address

Ground Lease C No. .....

Town .....

State .....

.....

Landlord .....

Address .....

City or Town .....

Now .....

Shows From .....

To .....

.....

.....

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Rental, $ ..... per year, payable .....

OK'd by ..... 19 .....

Secured by ..... 19 .....

REMARKS

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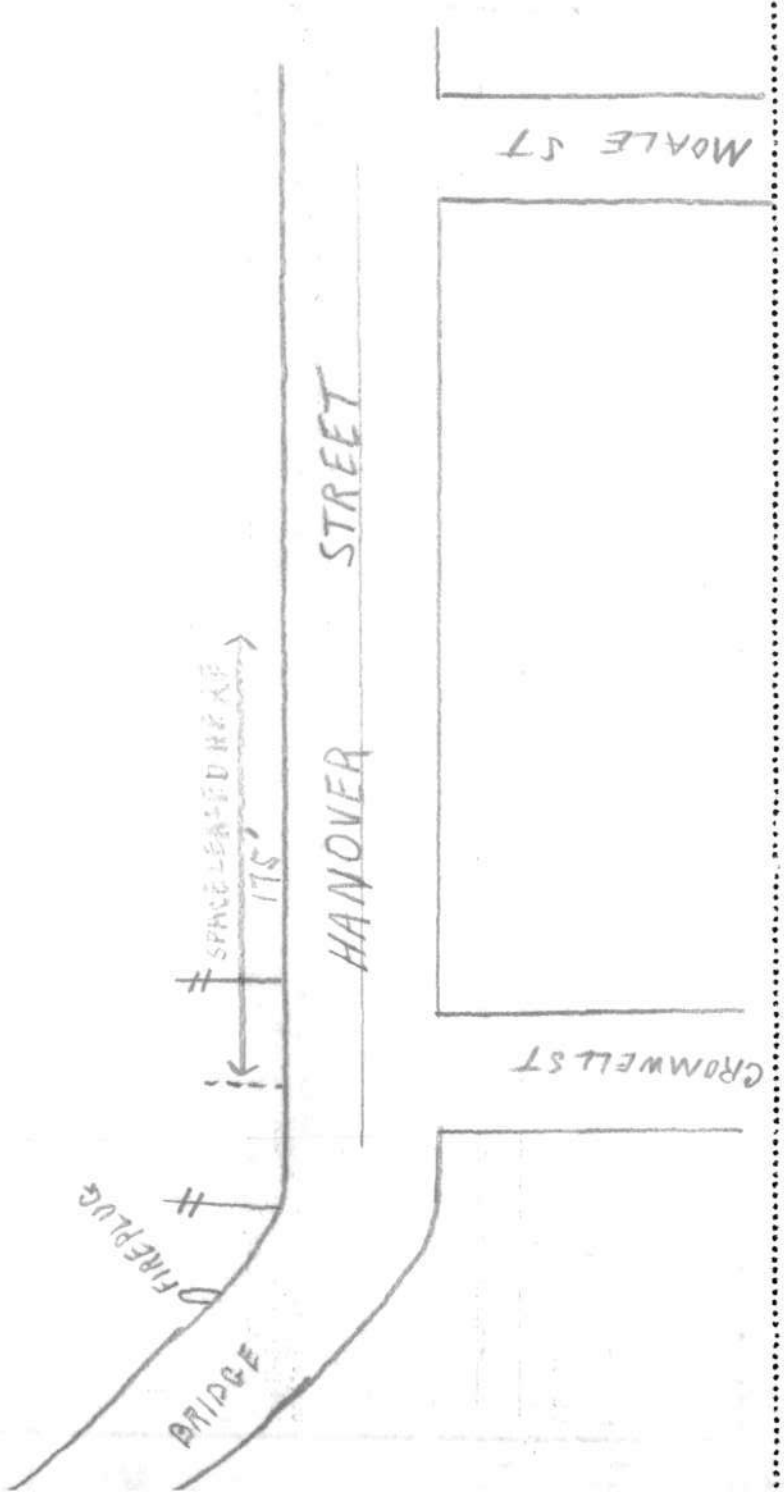

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G.O. 912

General Outdoor Advertising Co.
24-30 FALLSWAY.
BALTIMORE, MD.

GROUND LEASE C

Agreement of lease made this 24TH day of APRIL 19 28, by and between THE MAYOR & CITY COUNCIL ACTING THROUGH THE PUBLIC IMP. COMM. as Landlord, and GENERAL OUTDOOR ADVERTISING CO., INC., as Tenant,

Witnesseth:-

The Landlord hereby leases to the Tenant and the Tenant hires from the Landlord the plot or premises described as follows:— One Hundred and Seventy-five Feet(175') of space as occupied by
on present signboards ~~Beginning~~ on the W.S.of Hanover St.bet ~~Running~~ Cromwell ft.
on and Moale St. and ~~Beginning~~ North of Hanover St.Bridge ~~Running~~ as per ft.
on diagram on reverse ~~Beginning~~ side hereof. Running ft.
on Beginning Running ft.
located at W.S.Hanover St. bet. Cromwell and Moale Streets --------- in the City of Baltimore, for the term of One (1) years from the day of 19, at the yearly rental of ONE HUNDRED THIRTEEN & 75/100($113.75). -- Dollars payable in advance in equal Semi-Annual installments, with the right to the Tenant to renew this lease for a like period of time on the same terms and conditions; such right of renewal to be exercised by giving written notice thereof to the Landlord, either personally or by mailing the same addressed to him at his place of address last known to the Tenant, not less than fifteen days before the expiration of the term.

~~Subject to termination by the landlord as hereinafter provided~~

It is understood that the Tenant may erect, place and maintain advertising sign structures on the premises hereby leased and post, paint and/or maintain advertisements on such structures and that all structures and materials placed upon the premises by the Tenant shall always remain the personal property of and may be removed by the Tenant at or within a reasonable time after the expiration of the term or any renewal thereof.

If, in the opinion of the Tenant, the signs of the Tenant on the premises hereby leased shall become or be entirely or partially obscured, or if the value of the location for advertising purposes shall become or be diminished by change of highway or direction of traffic, or if the Tenant be prevented by authorities having jurisdiction from constructing and/or maintaining its signs on said premises, this lease shall terminate at the option of the Tenant on fifteen days notice in writing to the Landlord by registered mail and the Landlord agrees thereupon to return to the Tenant any rent paid in advance for the unexpired term.

The Landlord represents and warrants that THEY ARE the OWNERS of the premises above described and has authority to make this lease and covenants that THEY will not permit any other part of said premises to be used for advertising purposes nor permit Tenant's signs to be obstructed.

~~The Landlord reserves the right to terminate this lease by giving thirty days notice in writing, addressed to the Tenant, by registered mail, in the event of sale of said property and/or the Landlord's intention to erect a permanent building on the leased premises, and by refunding to the Tenant any rent paid in advance for the unexpired term. In case the erection of such proposed permanent building shall not be commenced within sixty days after the expiration of the given notice and thereafter carried out in good faith, this lease shall, at the option of the Tenant, be reinstated and become and be again effective according to its terms.~~

It is expressly understood that neither the Landlord nor the Tenant is bound by any stipulations, representations or agreements, not printed or written in this lease. This lease shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, By.

BLOCK NO.
LOT NO.

(Landlord By: MAYOR & CITY COUNCIL OF BALTO. (L. S.)
Mayor of Baltimore
Address

WITNESS:

GENERAL OUTDOOR ADVERTISING CO., INC.

WITNESS: By

General Outdoor Advertising Co. 24-30 Fallsway, Baltimore, Md. 19 Ground lease No.

To whom it may concern:

Permission is hereby granted to the General Outdoor Advertising Co., Inc. to erect structures and/or paint and/or post
for advertising purposes, located at City State
Thoroughfare (Miles of)
Location (Miles of)
About or opposite pole No.
Shows or faces
Block Number Lot Number
of which the present

Signed

Address

Ground Lease C No. .....

Town .....

State .....

Landlord .....

Address .....

City or Town .....

Now .....

Shows From .....

To .....

Rental, $ ..... per year, payable .....

OK'd by ..... 19 .....

Secured by ..... 19 .....

REMARKS

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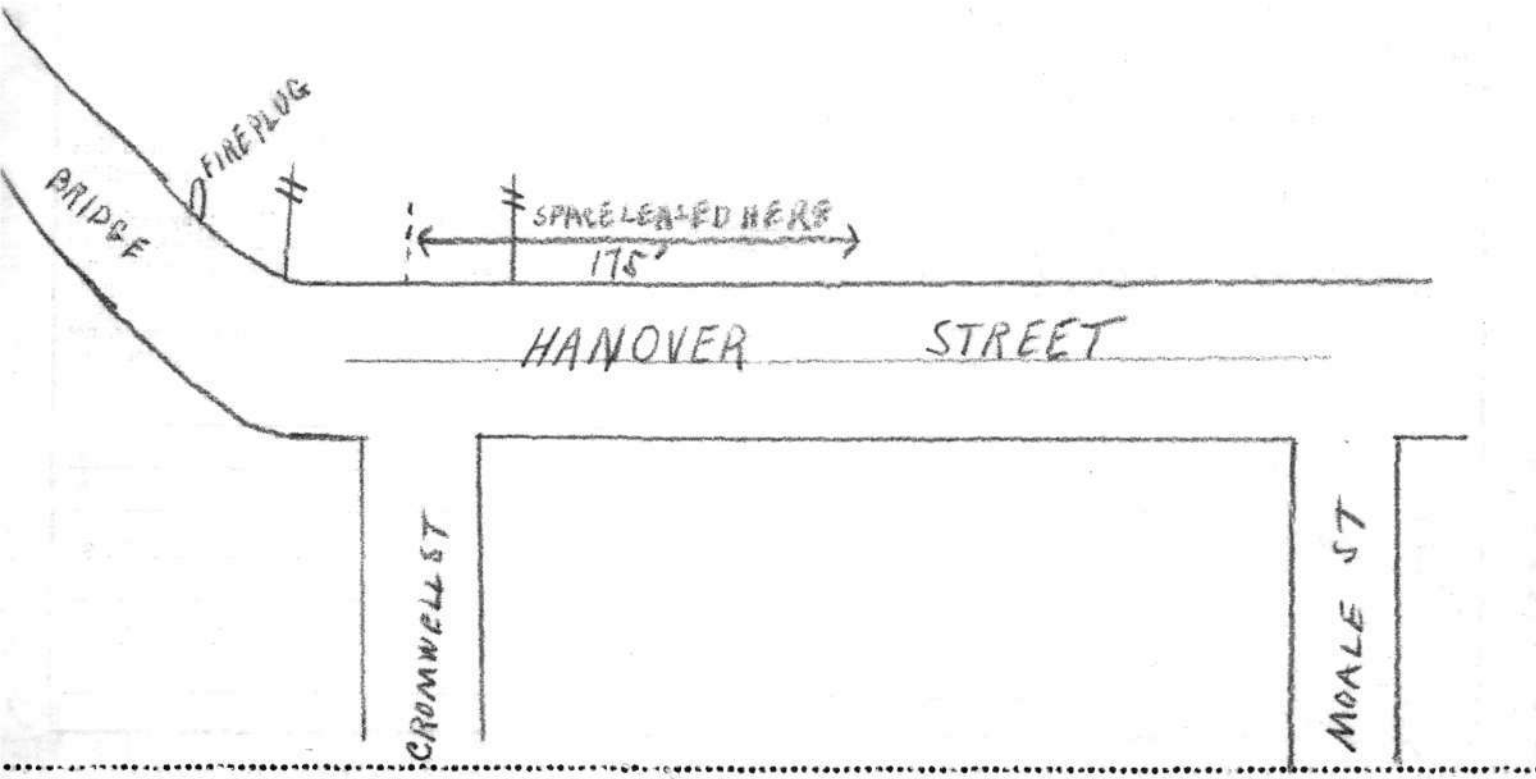

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G.O. 912

General Outdoor Advertising Co.
24-30 FALLSWAY,
BALTIMORE, MD.

GROUND LEASE C

Agreement of lease made this 24TH day of APRIL 19 28 by and between THE MAYOR AND CITY COUNCIL ACTING THROUGH THE PUBLIC IMP. COMMISSION. as Landlord, and GENERAL OUTDOOR ADVERTISING CO., INC., as Tenant,

Witnesseth:-

The Landlord hereby leases to the Tenant and the Tenant hires from the Landlord the plot or premises described as follows:— Three Hundred and ten lineal feet (310')of space as occupied by on present signboards ~~Beginning~~ on the E.S.of Hanover St.Bridge ~~Running~~ at Reed ft.
on Bird Island, and at ~~Beginning~~ per diagram on reverse side ~~Running~~ hereof. ft.
on ..... Beginning ..... Running ..... ft.
on ..... Beginning ..... Running ..... ft.
located at E.S.Hanover St.Bridge at Reed Bird Island in the City of Baltimore, for the term of One (1) years from the First day of April 1928, at the yearly rental of TWO HUNDRED AND ONE & 50/100 ($201.50) --- Dollars, payable in advance in equal Semi-Annual installments, with the right to the Tenant to renew this lease for a like period of time on the same terms and conditions; such right of renewal to be exercised by giving written notice thereof to the Landlord, either personally or by mailing the same addressed to him at his place of address last known to the Tenant, not less than fifteen days before the expiration of the term. subject to termination by the landlord as hereinafter provided

It is understood that the Tenant may erect, place and maintain advertising sign structures on the premises hereby leased and post, paint and/or maintain advertisements on such structures and that all structures and materials placed upon the premises by the Tenant shall always remain the personal property of and may be removed by the Tenant at or within a reasonable time after the expiration of the term or any renewal thereof.

If, in the opinion of the Tenant, the signs of the Tenant on the premises hereby leased shall become or be entirely or partially obscured, or if the value of the location for advertising purposes shall become or be diminished by change of highway or direction of traffic, or if the Tenant be prevented by authorities having jurisdiction from constructing and/or maintaining its signs on said premises, this lease shall terminate at the option of the Tenant on fifteen days notice in writing to the Landlord by registered mail and the Landlord agrees thereupon to return to the Tenant any rent paid in advance for the unexpired term.

The Landlord represents and warrants that THEY ARE the OWNERS of the premises above described and has authority to make this lease and covenants that THEY will not permit any other part of said premises to be used for advertising *purposes nor permit Tenant's signs to be obstructed.*

The Landlord reserves the right to terminate this lease by giving thirty days notice in writing, addressed to the Tenant, by registered mail, ~~in the event of sale of said property and/or the Landlord's intention to erect a permanent building on the leased premises~~ and by refunding to the Tenant any rent paid in advance for the unexpired term. ~~In case the erection of such proposed permanent building shall not be undertaken within sixty days after the expiration of the given notice and thereafter carried out in good faith, this lease shall, at the option of the Tenant, be reinstated and become and be again effective according to its terms.~~

It is expressly understood that neither the Landlord nor the Tenant is bound by any stipulations, representations or agreements, not printed or written in this lease. This lease shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto.

DEPTH OF ABOVE DESCRIBED PROPERTY TO BE FIFTY FEET

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, BY

BLOCK NO.
LOT NO.

MAYOR AND CITY COUNCIL OF BALTO.
(Landlord) By: ..... (L. S.)
Address Mayor of Baltimore.

WITNESS: .....

GENERAL OUTDOOR ADVERTISING CO., INC.

WITNESS: ..... By .....

General Outdoor Advertising Co. 24-30 Fallsway, Baltimore, Md. ..... 19..... **Ground lease No.** .....

To whom it may concern:

Permission is hereby granted to the General Outdoor Advertising Co., Inc. to erect structures and/or paint and/or post

for advertising purposes, located at City State
Thoroughfare (Miles of)
Location (Miles of)
About or opposite pole No.
Shows or faces
Block Number Lot Number
of which ..... the present .....

Signed .....

Address .....

Ground Lease C No. .....

Town .....

State .....

Landlord .....

Address .....

City or Town .....

Now .....

Shows From .....

To .....

Rental, $ ..... per year, payable .....

OK'd by ..... 19.....

Secured by ..... 19.....

REMARKS

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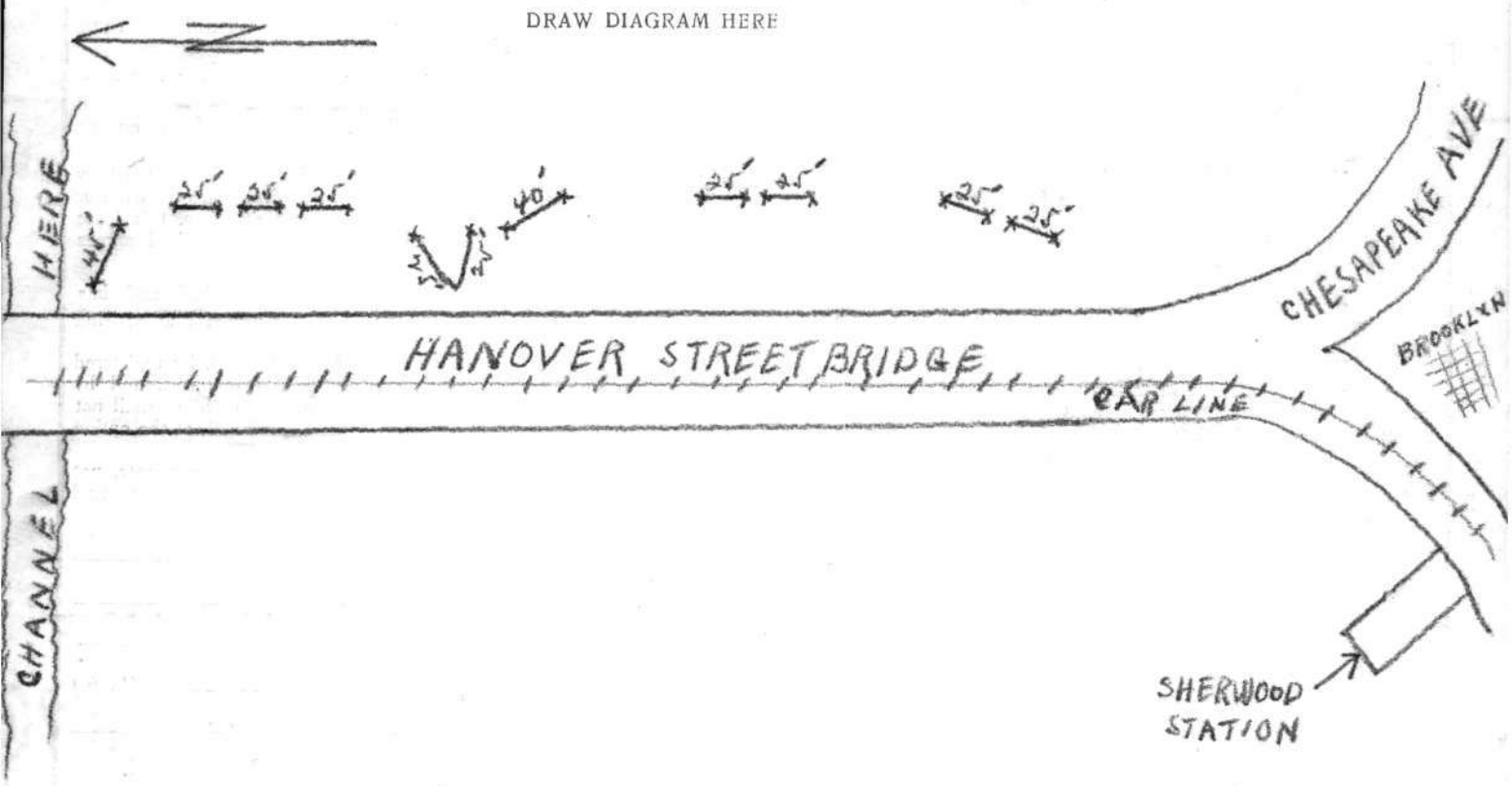

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G.O. 912

General Outdoor Advertising Co.
24-30 FALLSWAY.
BALTIMORE, MD.

GROUND LEASE C

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on ..... Beginning ..... Running ..... ft.

on ..... Beginning ..... Running ..... ft.

located at E.S.Hanover St.Bridge at Reed Bird Island in the City of Baltimore, for the term of One (1) years from the First day of April 1928, at the yearly rental of TWO HUNDRED AND ONE & 50/100 ($201.50) --- Dollars, payable in advance in equal Semi-Annual installments, subject to termination by the landlord as hereinafter provided with the right to the Tenant to renew this lease for a like period of time on the same terms and conditions; such right of renewal to be exercised by giving written notice thereof to the Landlord, either personally or by mailing the same addressed to him at his place of address last known to the Tenant, not less than fifteen days before the expiration of the term.

It is understood that the Tenant may erect, place and maintain advertising sign structures on the premises hereby leased and post, paint and/or maintain advertisements on such structures and that all structures and materials placed upon the premises by the Tenant shall always remain the personal property of and may be removed by the Tenant at or within a reasonable time after the expiration of the term or any renewal thereof.

If, in the opinion of the Tenant, the signs of the Tenant on the premises hereby leased shall become or be entirely or partially obscured, or if the value of the location for advertising purposes shall become or be diminished by change of highway or direction of traffic, or if the Tenant be prevented by authorities having jurisdiction from constructing and/or maintaining its signs on said premises, this lease *shall terminate at the option of the Tenant on fifteen days notice in writing to the Landlord by registered mail and the Landlord agrees* thereupon to return to the Tenant any rent paid in advance for the unexpired term.

The Landlord represents and warrants that THEY ARE the OWNERS of the premises above described and has authority to make this lease and covenants that THEY will not permit any other part of said premises to be used for advertising purposes nor permit Tenant's signs to be obstructed.

The Landlord reserves the right to terminate this lease by giving thirty days notice in writing, addressed to the Tenant, by registered mail, and by refunding to the Tenant any rent paid in advance for the unexpired term.

It is expressly understood that neither the Landlord nor the Tenant is bound by any stipulations, representations or agreements, not printed or written in this lease. This lease shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto.

DEPTH OF ABOVE DESCRIBED PROPERTY TO BE FIFTY FEET

APPROVED AS TO FORM AND LEGAL SUFFICIENCY , BY

BLOCK NO.
LOT NO.

MAYOR AND CITY COUNCIL OF BALTO.

(Landlord) By: (L. S.)

Address Mayor of Baltimore.

WITNESS:

GENERAL OUTDOOR ADVERTISING CO., INC.

WITNESS:

By

General Outdoor Advertising Co.

24-30 Fallsway, Baltimore, Md. 19 Ground lease No.

To whom it may concern:

Permission is hereby granted to the General Outdoor Advertising Co., Inc. to erect structures and/or paint and/or post

for advertising purposes, located at City State

Thoroughfare (Miles of)

Location (Miles of)

About or opposite pole No.

Shows or faces

Block Number Lot Number

of which the present

Signed

Address

Ground Lease C No.....

Town .....

State .....

Landlord .....

Address .....

City or Town.....

Now .....

Shows From.....

To .....

Rental, $.....per year, payable.....

OK'd by .....19.....

Secured by.....19.....

REMARKS

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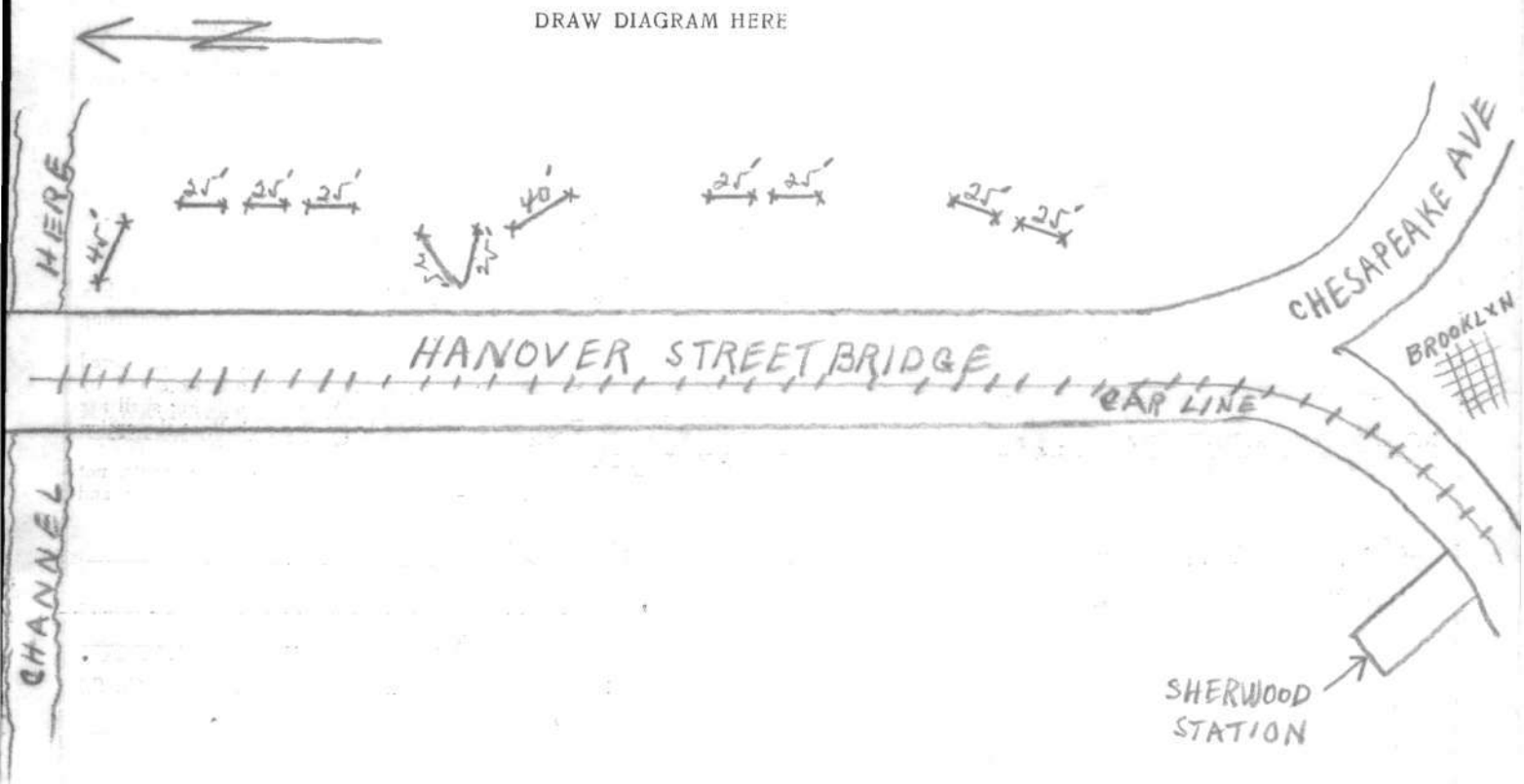

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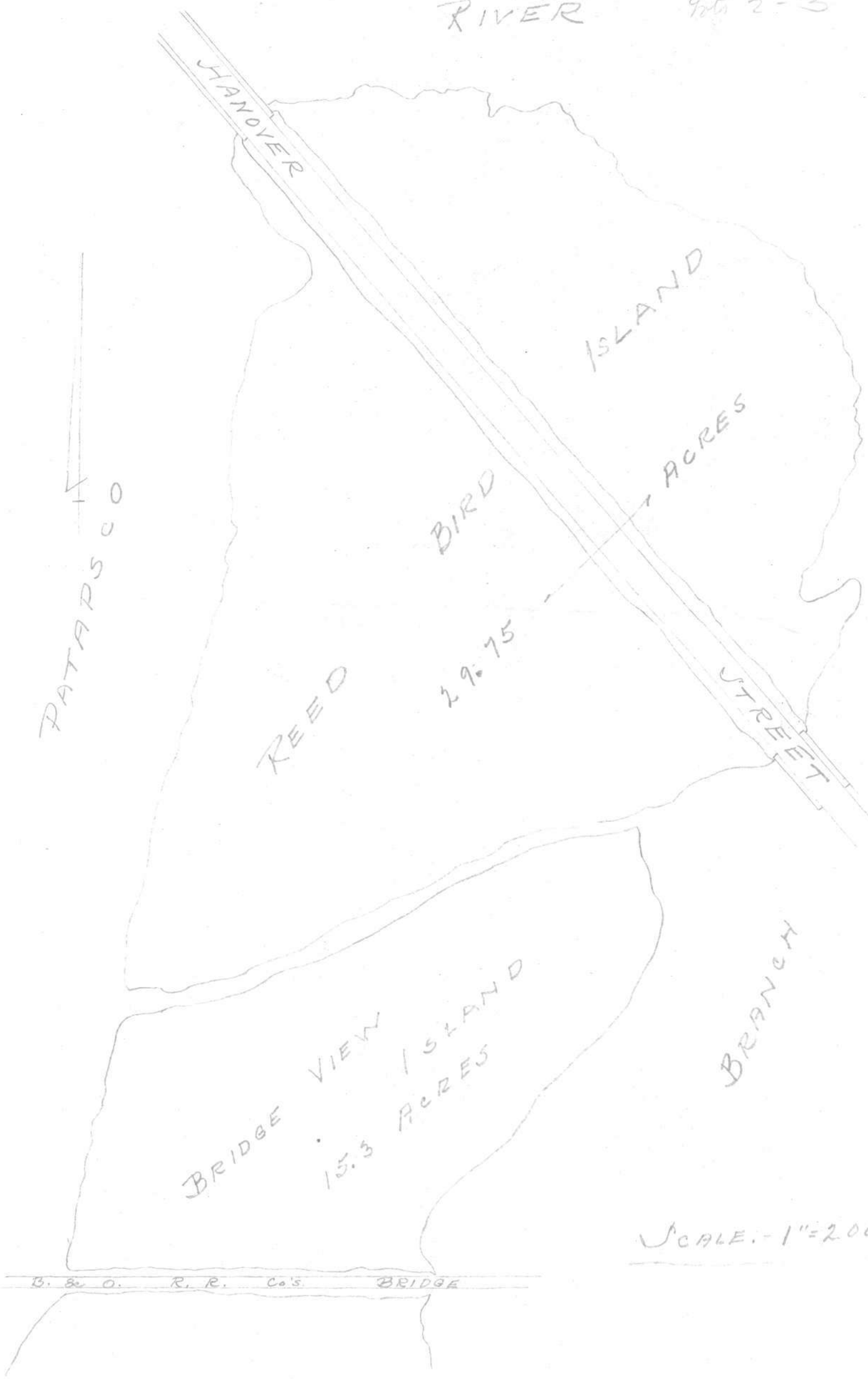
25
6
121
Lots 2-3



7-23-24 W. & CO. 2000

R. WALTER GRAHAM
Comptroller

DEPARTMENT OF FINANCE
SUB-DEPARTMENT
COMPTROLLER
CITY HALL

W. S. HANNA
Deputy Comptroller

Baltimore, Md.

Baltimore, Md., June 1st, 1928.

United States Shipping Board,
Washington, D. C.

Gentlemen:- Subject- Title for S.S. Mahanna.

On or about July 19, 1926, Mr. A. A. Leyare satisfied us for the wooden steamship Mahanna, and said Mr. Leyare informs us that at that time you agreed to release this ship providing that same was procured from the City of Baltimore.

Mr. Leyare now wishes to have the attached title transferred to me as Harbor Master, and upon receipt of same I will transfer the ship to Mr. Leyare, so that he can register same.

Yours truly,

Chief Harbor Master,

Eastern & E. Falls Ave.
Baltimore, Md.

JAJ*F

7-23-24 W. & CO. 2000

R. WALTER GRAHAM
Comptroller

DEPARTMENT OF FINANCE
SUB-DEPARTMENT
COMPTROLLER
CITY HALL

W. S. HANNA
Deputy Comptroller

Baltimore, Md.

July 16, 1926

Mr. A. A. Leyare
Leyare's Auction Boat
En route Havre de Grace, Md.

Dear Sir:

In reply to yours of July 15th I would state, as I did before in my previous letter, that if you would take the boat away in July there would be no charge. But, as I must repeat, that if it lays there longer you will have to pay $25.00 each month. So if you can get it away this month it won't cost you anything.

The Boston Iron Metal Company has nothing more to do with the boat as they let it lay. The boat is under my jurisdiction and therefore what I am telling you is correct.

Hoping this is satisfactory,

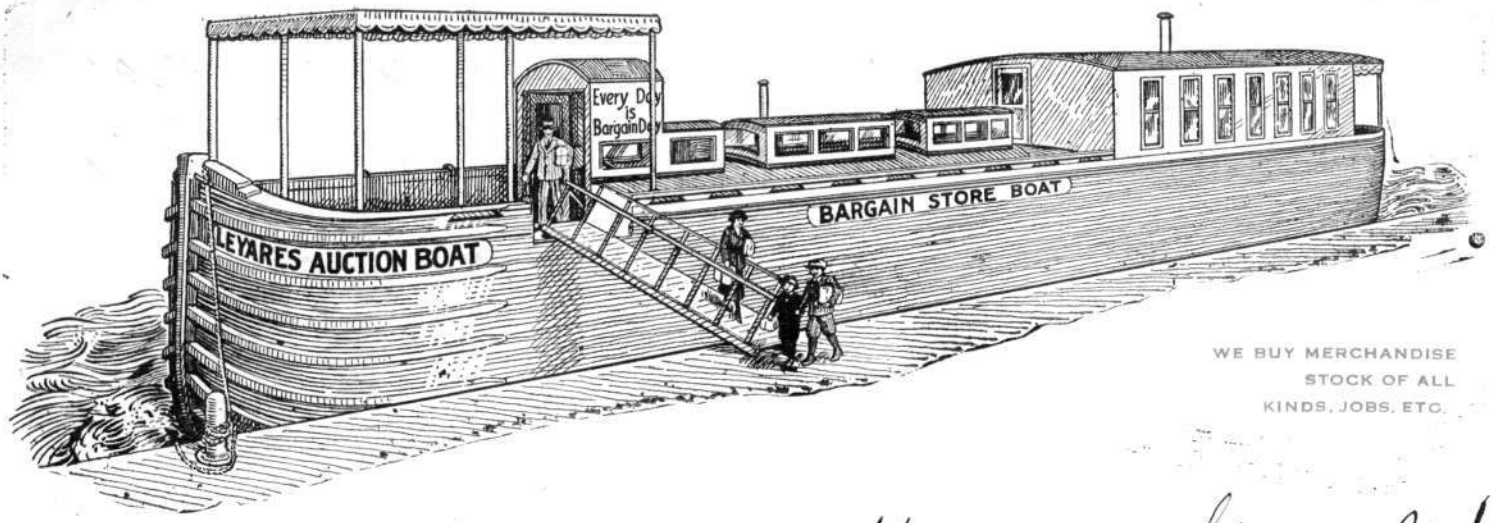
I am

Very truly yours

Chief Harbor Master

JAJ*ZRT

E. M. LEYARE, PROP. A. A. LEYARE, AUCT.



WE BUY MERCHANDISE
STOCK OF ALL
KINDS, JOBS, ETC.

ENROUTE Havre De Grace, Md.
July 15-1926.

Mr. John A. Janetzke.
Balto., Md.

Dear Sir,

Replying to your kind favor of the 13th wish to thank you for your courtesy the terms are satisfactory but I possibly was misinformed. C. A. Jording told me that said Boat "Mahanna", could be had for the removing, offered the Boston Iron and Metal Co. $10.00 sufficient pay for making out a bill of sale, which they refused and considered an insult however compared with other values thats all she's worth. I can use

this Boat, and if you can procure her for me it is worth $25.00 additional. Will pay the monthly wofage and remove her around Jan. 1st. Kindly advise if you can be of assistance as I am considering other Boats.

A. A. Legare.

7-23-24 W. & CO. 2000

R. WALTER GRAHAM
Comptroller

DEPARTMENT OF FINANCE
SUB-DEPARTMENT
COMPTROLLER
CITY HALL

W. S. HANNA
Deputy Comptroller

Baltimore, Md.

July 13, 1926

Mr. A. A. Leyare
Leyare's Auction Boat
Enroute Havre de Grace, Md.

Dear Sir:

In reply to your letter of July 5th which you sent to Mr. McKinney, Harbor Engineer, with reference to your boat "Mahanna", wish to inform you that you can have the boat any time this month, but if it remains there longer you will have to pay $25.00 for each month. I will allow free wharfage for the month of July and will ask no back charges with the exception as stated above.

Hoping this explanation is satisfactory, I remain

Very truly yours

Chief Harbor Master

JAJ*ZRT

DEPARTMENT OF PUBLIC WORKS
BUREAU OF HARBORS
RECREATION PIER
FOOT OF BROADWAY

F. W. McKINNEY
HARBOR ENGINEER

July 9, 1926.

Mr. A. A. Leyare,
Leyare's Auction Boat,
Enroute Havre de Grace, Md.

Dear Sir:

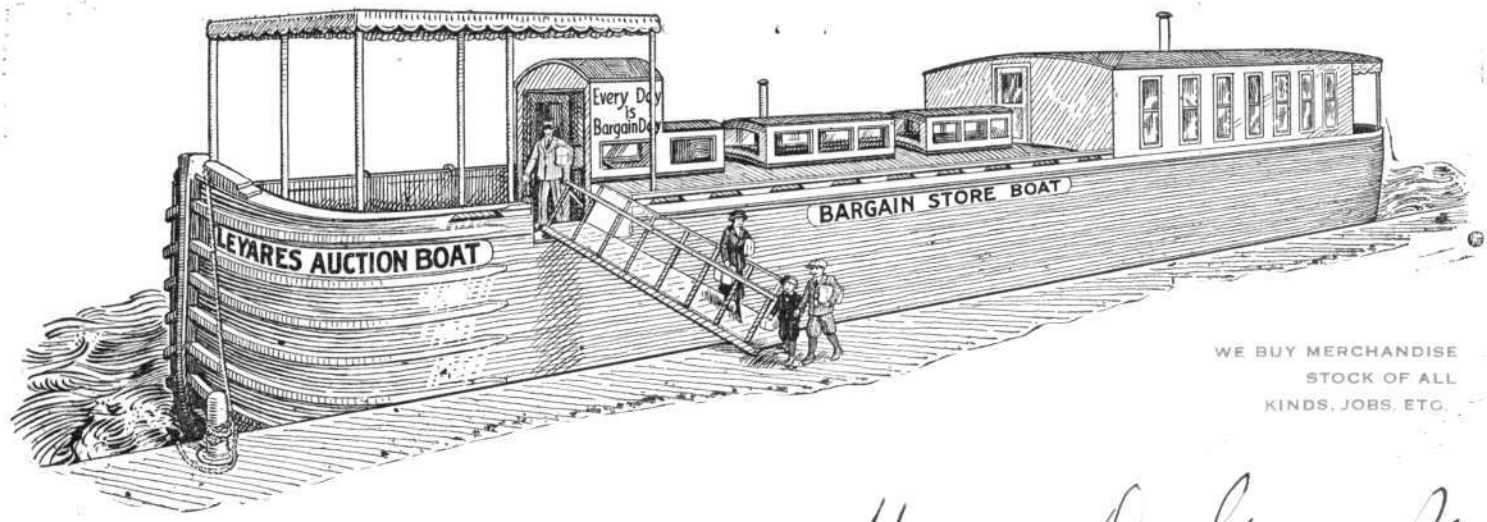
I beg to acknowledge receipt of your favor of July 5th regarding the boat "Mahanna". As the charges for the use of pier space around the harbor are handled by the Harbor Master, I am referring your letter to him for reply.

Very truly yours,

(Signed) F. W. McKinney,
HARBOR ENGINEER.

FWM-a

E. M. LEYARE, PROP. A. A. LEYARE, AUCT.



WE BUY MERCHANDISE
STOCK OF ALL
KINDS, JOBS, ETC.

ENROUTE Havre De Grace, Md.

July 5 - 1926.

Mr. McKenna.
Harbor Board.
Baltimore, Md.

Dear Sir,

Will you please advise if there is any Wharfage charges against the Boat "Mahanna" now lying near Crook's Ship-yard. I have been informed that I could have the Boat for taking her away, and what would be the charge if any ~~to leave~~ for 3 months additional time as I will not be in a position to use her before that time.

Truly Yours.
A. A. Leyare.

FROM A. L. DELL.

JOY BOAT

CLEAN AMUSEMENT . . .
FOR CLEAN PEOPLE

Open Every Night

GRIBBLE'S
Girl Orchestra
FROM CHICAGO

DINE

DANCE

Floor Show

TICKETS 50c

Pretty Girls -- Snappy Music
Entertainers

Joy Boat

Hanover St. Bridge
Brooklyn End

SIGNS ----- REED BIRD ISLAND

P. AND H. MORTON ADVERTISING COMPANY, a body corporate,
222 S. Howard Street

Paid for the year ending March 1, 1926 - - - - $ 126.00

" " " " " March 1, 1927 - - - - 126.00

They claim they have been paying for sign privileges for five (5) years prior to March 1, 1926 and they are going to let us know how much they have paid.

N. H. LANE
223-5 N. Holliday Street - - have been paying $42.00 per year for several years and they are going to advise us how muc they have paid to Wagner of his estate.

GENERAL OUTDOOR ADVERTISING COMPANY,
24 Fallsway

Have also been paying the Wagner Estate for a number of years, and they are to let us know the amount.

CITY SOLICITOR'S OFFICE

Frank Driscoll,
Assistant City Solicitor.

July 10th, 1928.

A. Walter Kraus, Esq.,
City Solicitor,
Court House, Local.

Dear Mr. Kraus:- IN RE: REED BIRD ISLAND.

The two letters which I sent to you, one dated April 7th, and the other May 18th, and a carbon copy of a letter sent to Mr. T. J. Hall, Chief Assessor, dated May 23rd, by Mr. Wyszecki, give the present status of Reed Bird Island. I might add, however, that you instructed me to proceed at once against Harry M. Wagner to collect from him the rent which he received from this property. Mr. Wagner is dead, and I was about to proceed against his estate, when I had a conference with Mr. Wyszecki and he was of the opinion that it would be better for us to defer action in this matter in the hope that the Wagner people would start proceedings to get control of the Island.

You will recall that I reported Mr. Wyszecki's views to you and you thought that there was something in his contention, but you also thought that action should be taken by this department in view of the fact that a sum of money was due the City. Mr. Wagner has also been paying taxes on this property and I think it would be advisable to find out just how much in taxes he has paid, and see if this equals the rent he collected. I don't know whether any of the taxes which he paid have been refunded, as suggested in the letter of May 23rd, but I will start an investigation and report to you the status.

Yours very truly,

Assistant City Solicitor.

FD.
JAR.