

J. MARSH MATTHEWS : This agreement, made this 18th day of
 AGREEMENT AND : July 1911, by and between J. Marsh
 MAYOR AND CITY : Matthews, party of the first part and
 COUNCIL OF BALTIMORE : The Mayor and City Council of Baltimore
 CITY. : City, acting by its Water Board, party
 of the second part.

Witnesseth that the party of the first part doth hereby
 bargain and sell unto the party of the second part, seventy-five acres
 more or less of botton or llw land measuring from the centre or middle
 of the Gunpowder provided the party of the first part has title to the
 middle of said river, the courses and distances described in said land
 to be those made by the engineer, when the accurate survey is made, and
 to conform as near as possible with the blue prints and the lines thereon
 drawn by the respective parties in arriving at this agreement, the party
 of the second part to pay the party of the first part at the rate of two
 hundred and twenty five dollars an acre; the party of the second part to
 pay to the party of the first part the additional sum of \$250.00 for the
 removal of the barrock from where it is now located at the bend in the
 river, the party of the first part to possess, operate and use said 75
 acres up to the time the party of the second part erects a higher dam
 on the river than that now erected, or raises the present dam. The
 party of the first part is forever exempt from having to construct or
 maintain any division fence between his property and the property of the
 party of the second part, and should it become necessary that there be a
 division fence, then the party of the second part hereby agrees to con-
 struct and maintain the same, it is further agreed and understood that
 should there be more than 76 acres below the line shown on the plat, the
 party of the second part will pay the party of the first part \$300 per
 acre for such excess, and whereas the party of the first part contends that
 he has a right of action against the party of the second part for losses
 accruing during the past three years due to overflow and injury to crops
 and property, amounting to nearly a thousand dollars, so now, in considera-

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