procurement. And also that the said John Hammond, his heirs and assigns at any time or times hereafter during the continuance of this present demise, on the request and at the cost and charges of him, the — Thomas McDowal, his heirs and assigns, and on his or their payment, or tendering in payment, the sum of three pounds, current money, as a fine therefor to the said John Hammond, his heirs and assigns, make and execute, or cause to be made and executed, a new lease of the above demised land and premises for other ninety-nine years, to commence and take effect at the end of the term for which the same is above demised, subject to the rents and under the like covenants, clauses and agreements as are hereinbefore mentioned, so that this demise may be renewable and renewed forever. And the said Thomas McDowal doth further covenant and agree, to and with the said John Hammond, that he, the said Thomas McDowal, his heirs and assigns, shall and will pay all the taxes or assessment hereafter arising or becoming payable on the said lot of ground hereby demised. In witness whereof, the parties hereto have set their hands, and affixed their seals the day and year first above written.—

Signed, sealed and delivered in the presence of (the word "first," between the ninth and tenth line — in the second page interlined before signed,) — I. Smith.—

John Hammond, (Seal)
Thos. McDowal, (Seal)

Baltimore County, set: On the 28th day of February, seventeen hundred and ninety-eight, before us the subscribers two justices of the peace for said County, came John Hammond and Thomas McDowal, parties to this indenture and severally acknowledged the same to be their respective acts and deeds, according to the true intent and meaning thereof.—

I. Smith.
Thos. Cole.—

Received to be recorded the 23d day of August, 1798. — same day recorded and examined, per,

Wm. Gibson, Clerk.

In testimony that the aforegoing is a true copy, taken from Liber W.G. No. 55, folio 586, &c. one of the Land Records of Baltimore County, I hereto set my hand and affix the seal of Baltimore County Court, this 20th day of March, 1843.—

(Seal) (Place)

Thomas Kell, Clerk.—

Also offered in evidence the ordinance of the Mayor and City Council, 18th March, 1823. The plaintiff further, by Ephraim Smith and others, offered in evidence the plots and explanations in this case, and proved that the location of the above deeds, patents, record and permission were correctly made thereon, and proved that John Hammond, during his lifetime, filled up and improved a part of his lot on the east side of Caroline street, fronting on the water, and in this way and by a wash that came down Caroline street, a bar was made above ordinary high water mark, which extended in part to the property leased to McDowal; that after this lease McDowal continued to fill up his lot until about the year 1800, when he erected a house and enclosed it with a board fence, that the ground at the time when it was thus enclosed was raised above ordinary high tide, that it has remained in that condition until the present time; that John Hammond, during his lifetime, and the plaintiff, since his death, have collected the rent of the property leased to McDowall; that the northern blue shaded line, begining at A, show correctly where the water ran at ordinary high tides in 1783. And the more southern blue shaded line, beginning at C. show the water line in 1801; that the water continued to flow nearly in the same way until the year 1824, with the exception of the improvement and filling up made by Hammond and McDowal, as above mentioned. That there was a great wash

that came down Caroline street, crossing the square of the plaintiff from the south-east intersection of Fleet and Caroline streets, and flowing in a south-westerly direction towards Spring street, where it intersects Alice Anna street; that the deposits of this wash was very considerable, and the effect of it was to render the water on the upper part of the square of ground above Alice Anna street much shallower than it was before, so that there was on each side of the wash a mud flat, that was left nearly bare at low tides, but the water was shallower above than it was at Alice Anna street; that the wash down Caroline street was diverted in an easterly direction from the cove in 1808, when the deposite was stopped; that along the north side of Lancaster street there was filling up by the city before any was done north of it, and that along that line there were considerable deposits of earth made at places, the water running in the intervals between them; that this was four or five years before the city began to fill up above; that along Harford Run there was a good deal of deposite by alluvion at that period, so that Harford Run could not passed through except by tunnels; that John Hammond was in possession of the property from Wilks to Fleet street, and filled it up east and west of Caroline street, and collected the rents from McDowell's house and Mrs. Leary since his death; that McDowell built a house about the year 1800, a year or two after he got his lease, on the ground marked on the plat leased by him from Hammond; and further, on cross examination, proved that William Sulocs' fence could not be seen from Wilks street; that the logs of the fence did not join Sulocs' ground, but commenced rather eastwardly of Caroline street, and by said Smith, that the old people used to laugh at Sulocs for putting it up; that one Spencer had a fence extended from a point west of Spring street towards Canal street; that Spencer's fence and Sulocs' did not join, and that Sulocs' fence did not go as far as Spring street. And the plaintiff further offered evidence by James W. Collins, that he was City Commissioner and Port Warden in the year 1823; that in that year the whole north line of Lancaster street, from Canal street, east to west side of Caroline street, had been for some time logged; that along the line there are deposites of earth thrown there by the mud machine, and that the mud running over had gone toward filling up the ground immediately north of the north line of Lancaster street, and, to fill up at the east side of Caroline street very little ground showed, except at the corner of Canal street; that there was an opening at Caroline and Lancaster streets through which cows went; that from Lancaster street northerly, above Alice Anna street, (with the exception of the ground projecting as marked on the plat as Sulocs' ground, near the corner of Alice Anna street and Strawberry Alley,) the water ran in 1823 along the eastern side of Strawberry Alley, and was deep there. And that the water covered the ground (except where there were the deposites aforesaid, which did not extend to Alice Anna street,) northerly from Lancaster street beyond Alice Anna street, and westerly of Strawberry Alley; that he left the work of filling up in 1829; that the ground had been thrown over the north side of Lancaster street, but had not in 1829 filled up as far as Alice Anna street; that he saw nothing of William Sulocs' fence in 1823. And the plaintiff further proved, by William Davy, that he married in the family of Thomas Hammond, having married the daughter of William Hammond, who was the eldest son of Thomas; that Thomas died before the revolution, and that William, as the eldest son, inherited his estate under the English law; that Thomas Hammond had two sons, was a sea captain, and died in Boston; that he lives at corner of Bond and Wilks street, and has lived there many years, and knows how the