and there were assessed to the Baltimore and Ohio Railroad Company, as owner of the property bending on each side of the said street so closed, the sum of two hundred and fifty dollars respectively, as damages to its property on each side, and the sum of seven hundred and twenty-five dollars as benefits accruing from the acquisition of the bed of Henry street, free from public easement, leaving a balance of benefits against said railroad company of two hundred and twenty-five dollars, which benefits were duly paid to said company. And it is agreed, that all said proceedings for the closing of said Henry street were in accordance with the Statutes and ordinances providing for such action by the Mayor and City Council of Baltimore. It is further agreed that the plat hereto attached, marked "Agreement Exhibit C." is a correct copy or tracing of so much of the said Poppleton's plat as it purports to show that for the purposes of this case will be admitted for all purposes for which the original could be admitted. That Wells, Winder, Johnson, Henry and Jackson streets are all streets laid down on said plat, and all said streets are there laid down as 66 feet wide, except Henry street, which is laid down as 50 feet wide. That the said Alexander Gould, Senior, in his lifetime, as the owner of property fronting on both sides of Wells street, between Light and Jackson streets, widened said Wells street to 100 feet, and granted to the Baltimore and Ohio Railroad Company the right to use said street for its railroad tracks; that he had, in his lifetime, disposed of his property lying north of the centre of Wells street, between Covington and Jackson streets; that during the lifetime of said Alexander Gould, Senior, Winder street had been reduced in width from 66 to 50

feet, but that before his death, he had disposed of his property lying south of the centre of Winder street between Johnson and Jackson streets; that at the time of the death of said Alexander Gould, Senior, Light street, Wells street and Winder street were open streets, in actual use as public highways, but that none of the other streets shown on said agreement, Exhibit C, were then open and in use. And it is not admitted that any ordinance had been passed for opening and condemning as a street of the city of Baltimore, that portion of Henry street above described, before the passage of the ordinance hereinbefore referred to, closing the same; but it is agreed that either party may produce at the trial any Statute or ordinance bearing on the question.

At the time of the execution of the deeds hereinbefore mentioned, Johnson street, Henry street, Covington street and Jackson street, between Wells and Winder streets, had not been opened, paved or curbed, or actually used as public highways. Jackson street has since been opened between Winder and Wells streets; Gates, Henry, Sadler, Covington, Belt and Jackson streets, between Winder and Wells streets, have never been paved, curbed or actually used as public highways, or as private streets or ways, but the lot of ground in controversy in this case, which the plaintiff seeks to recover, is the western half of the bed of Henry street between Winder and Wells street, as Henry street is referred to in the above mentioned deeds; but if the Court shall be of opinion that the plaintiff is entitled, from this agreed statement of facts, to recover mesne profits in this case, when it is agreed that the measure of such profits shall be legal interest upon the value of the land which the Judge, sitting as a jury,