defendant, and wherein the said Superior Court of Baltimore City gave Decree for the said Andrew Flannigan against the said William West, and from which said Decree the said William West appealed to the Court of Appeals here, the tenor of which said record of proceedings is in form following to wit:

State of Maryland

City of Baltimore, to wit:

At a Session of the Superior Court of Baltimore City, in the fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in and for the City aforesaid on the second Monday in September, being the thirteenth day of the same month, in the year of our Lord one thousand eight hundred and fifty two:

Were Present.

The Honorable

William Frick, Judge.

John Hayes Esquire Sheriff.

Edward Dowling Clk.

In the Record of proceedings of the said Court, among others were the following, to wit:

Andrew Flannigan
as
William West

Injunction &c.

Be it remembered that heretofore, to wit: on the fourth day of March, in the year of our Lord, one thousand eight hundred and fifty two, Come into the Superior Court here, sitting as a Court of Equity, the said Andrew Flanigain the Complainant in this Suit, by R. Johnson, G. McGill and Saml. Campbell Esquires his Solicitors, and exhibited his Bill of Complaint against the said William West the Defendant, in form following, to wit:

To the Honorable William Frick, Judge of the Superior Court of the City of Baltimore, Sitting in Equity.

Humbly Complaining shewetth unto your Honor Your Orator Andrew Flanigain of the City of Baltimore.

That Your Orator and a certain Samuel Trimble were heretofore partners in the City aforesaid engaged in the business of making and repairing vessels under the name and style of Flanigain and Trimble, and that said partnership commenced on the 1st January A.D. 1843, and continued untill the 6th day of August, in the year of our Lord 1850, when it was dissolved by the death of the said Trimble, leaving Your Orator his survivor, who in virtue of such survivorship is intitled to and has possession of all the property of said partnership.

That the said partnership was the succesor of a previous one in the same business under the name of Caleb Goodwin and Company, which had consisted of your Orator and the said Samuel Trimble and a certain Caleb Goodwin, and which after prosecuting the said business for some years was dissolved on the first day of January A.D. 1843.

That all the property and effects of every description belonging to the said previous partnership of Caleb Goodwin and Company

were assigned and passed and belonged to its Succesor Flanigain and Trimble, and particularly the rail way hereinafter mentioned and described.

That the said firm of Caleb Goodwin and Company in or about the year 1842, Constructed and owned a Marine rail way for hauling vessels out of Water to be repaired, and that the said firm of Flanigain & Trimble in or about the year 1846, constructed and owned another such rail way, and that both said rail ways now belong to the partnership Estate of Flanigain and Trimble, and that the title thereto and possession thereof are both in your Orator as surviving partner as aforesaid.

That the said railways are inclined planes constructed partly on the Shore and partly in and under the water of the Harbour of Baltimore, into which they descend with a gentle grade so as to enable vessels lying at their usual depth in the water and entering in an upright position on the railways were submerged to be drawn upwards along them by machinery untill they reach and rest upon that part of the way constructed on land.

That the said Railway are necessarily made very strong to bear the heavy weights laid on them, and that for their Support piles were driven deep in the bottom of the harbour and cut off at varying depths under the water to give the necessary inclination to the ways, and that from the character of the work which required great precision and skill in the construction of the part under water (some of it as great a depth as from 18 to 12 feet) the expense of making said Railways was heavy and amounted to $16.000 (Sixteen thousand Dollars) or thereabouts.

That the westernmost Railway is about 380 feet long of which 180 are under water, and the Easternmost about 420 feet with 220 under Water, and that the materials used in their Construction are wood and iron, and each of the said railway Calculated with inconsiderable repairs to last for 20 years or thereabouts, and that the time occupied in the construction of each was about 12 months, and

That the bulk of the expense of their Construction was incurred for the labour, much of it being difficult because done under water, and that all the materials in said Railways now Capable of being taken away, and put to other uses would not fetch more than about $2000. (Two thousand dollars) if so much.

Further Complaining Sheweth to your Honor Your Orator that the shore where said Railways are Constructed belongs to William West of the City of Baltimore, and that he is likewise the owner in fee of all the lots over and upon which they are Constructed, except three which are the property of the partnership Estate of Flanigain and Trimble, as will more particularly appear by an explanatory Plat herewith filed marked Complainants Exhibit A E No. 1.

That said Lots had been rented from year to year by Flanigain and Trimble and Caleb Goodwin & Company - prior to the Construction of said railways, and have been so rented since, and that from the 1st day of January A.D. 1832 to the 1st day of