and granted for the part of said lateral railroad lying between the Main Stem and the Company's Lands the attempt by the suits aforesaid on the part of said Company to repossess itself of the Soil aforesaid and the road bed through the medium of said Suits will not only involve the loss of all the large expenditure made upon said Company's Lands but will also render unless the Work done outside of said lands and the Condemnations and grants made for the residue of said lateral road and will also render Impeding the whole enterprize in regard to said lateral railroad which must pass to tide water upon the route already adopted therefor that being the only available line within your Orators reach or means, and so will inflict upon your Orator irreparable injury.

That your Orator herewith files a plat showing the route of said lateral railroad through its whole extent and the part thereof now used for transportation and the connections with the Main Stem by which such Continuous transportation to tide Water is effected, and also showing the situation of the Canton Company's lands and through and to what parts of the same the said lateral rail road runs Exhibit No 6.

And that your Orator upon and in view of all the premises and of the Contract aforesaid so as aforesaid in part performed by said Canton Company and of the possession given and taken, and now enjoyed of the said Soil and road bed and of the expenditures made thereon and elsewhere upon the faith of said Contract respectfully insists and claims that it is entitled to a Conveyance from said Canton Company for all the Soil herein before described by meles and bounds and lying on the Patapsco River, and for all the Land constituting the bed of the lateral road aforesaid upon the line thereof so made and granted as aforesaid and of which possession was given by said Canton Company to your Orator which has ever since held and enjoyed the same, and also in the Meantime to an injunction restraining the said Company from its said proceedings at law, as being in violation of the Contract aforesaid and of the Equitable title to all said property, thereby and by the possession aforesaid vested in your Orator.

To the End therefore that the said Canton Company of Baltimore may answer the premises in manner and form and as required by law and that by this Honorable Court it may be adjudged ordered and decreed that the Canton Company of Baltimore convey to your Orator by good and sufficient deed All that Soil on the Northwest bank of the Patapsco River which

is herein before described by Meles and Bounds and also all the Land of the said Canton Company occupied by the bed of the lateral road aforesaid and that your Orator may secure a full and specific performance of the Contract so as aforesaid entered into in 1853 according to the true intent and meaning thereof and upon the terms and conditions expressed or implied therein. and that said Company be forever enjoined from prosecuting the suits aforesaid, and that your Orator may have all such other and further relief as its case demands.

May it please your Honor to grant to your Orator as well the States Writ of Injunction to the Canton Company of Baltimore to be directed commanding and enjoining it its officers Attorneys and Agents not to proceed further with the two Suits at law instituted by it against your Orator in the Superior Court of Baltimore City and now pending before a referee to whom the same have been referred under the rule of said Court the one of said actions being an ejectment and the other trespass quare clausum fregit as also the States Writ of Subpoena to the said Canton Company of Baltimore to be directed commanding it at a certain day and under a certain pain therein inserted to be and appear in this Honorable Court then and there to answer the premises &c &c.

J Mason Campbell Complainants Solicitor.

State of Maryland City of Baltimore to Wit on this 29th day of April A.D. 1863 before me the Subscriber a Justice of the peace of said State in and for said City personally appeared James D Cameron Esquire President of the Northern Central Railway Company and solemnly sincerely and truly declared and affirmed in due form of law that the facts stated in the foregoing Bill of Complaint are true to the best of his knowledge information and belief.

Allen C Forrester.

The Exhibits Marked No 1. No 2. No 3. No 4. No 5 and No 6 referred to in the said Bill of Complaint are as follows to Wit.

Complainants Exhibit Nos 1. 2. and 3

Complainants Exhibit No 1.

The Canton Company of Baltimore desirous to grant in fee to the Susquehanna Railroad Company an Condition that said Company extends its road to the Harbor on the Canton grounds the following property to Wit

1st The right of Way through the Grounds of said Company to the Water 100 feet Wide occupying some 25 acres at say $2.000 per acre $50.000

2nd a piece of ground 200 feet Wide extending from Canton Street to