superseded by the Northern Central Railway Company, which succeeded to all the powers
property obligations and rights of its predecessor. In the year 1856 the Railway
Company commenced the Construction of its lateral Railway through the Lands
of the Canton Company one of the Contractors for the execution of the Work was Mr
Pleasants, the President of the Canton Company and he in the early part of that
year, as said President acknowledged by writing addressed to the President of
the Railway Company the existence of the Contract made in 1853 between the
Canton Company and the predecessor of the Railway Company as aforesaid, and
the right of the Railway Company under the Contract thereunto and grade of
the lateral road through the Canton Companys lands was settled with the consent
and to some extent upon the suggestion of the Canton Company itself and possession
was given to the Railway Company by the Canton Company of the bed of the road
and also of the Wharf at its terminus. The Metes and bounds of the Wharf and
wharf lot, of which possession was so given and taken are described and specified
out in the Bill (Rec) The work proceeded on the Lands of the Canton Company
and by the Fall of 1857 was Completed and the tracks laid down the whole of the
Work from its Commencement to the Conclusion having been done with the knowledge
and participation of the Canton Company its President as already stated being one of
the Contractors throughout the whole of it. The money expended by the Railway
Company in such Construction amounted to $300,000 which was all spent upon the
lands of the Canton Company, and upon the South of the original Contract of 1853
subsequently adopted by the Railway Company with the consent of the Canton
Company to such adoption.

At the time the Work was thus proceeding on the lands of the Canton
Company it was also going forward on the ground between the Canton Companys
lands and the Main Stem but owing to the want of means (a Consideration of things
which the letter of the Railway Company to the Canton Company of the 23d Dec
1853 Rec has intimated the possibility of) the Work on the lateral road connecting
the road throughout the upper part of the Canton Companys lands with the
Main Stem was necessarily suspended, during such suspension and as a
temporary measure the Connection of the Main Stem with the tide Water terminus
at the Wharf of the Canton Companys lands has been maintained through
the medium of the Railway Companys tracks in the Streets of the City and
the Philadelphia Wilmington and Baltimore Railroad. This will be
made apparent by the plan which will shew not only the route thus existing but

also the part of the Railway through the Canton Company lands constructed in 1856-7
and ever since with the Wharf at the end thereof occupied and used by the Northern
Central Railway Company from 1857 down. Freight has been and still is carried to tide
Water by this Route. During the whole period of this temporary Connexion the Railway
Company has remained in possession not merely of the Wharf granted to it by the Canton
Company and the land occupied by the Railway South of the Philadelphia Railroad
but also of the land granted by the Canton Company South of the Philadelphia
Railroad and such possession of both Wharf and road bed through the whole of the
Canton Companys lands is conceded by the Canton Company the necessity for the
temporary Connexion between tide Water and the main Stem being now obviated by
the acquisition of the Necessary means and some recent Municipal legislation in
its favor the Company is now ready to Complete and intends to Complete and
unite its lateral road as originally laid out through the Canton Company lands
and between them and the Main Stem and has lost no time since the possession
of the pecuniary ability in preparing for the prosecution of the enterprize.

While thus the Canton Company is pressing for trial two suits
instituted by it against the Railway Company which will inflict irremediable
injury if suffered to proceed to Judgment in favor of the Plaintiff as the consequence
will be to render the Connection with tide Water impossible by depriving the Railway
of its only practicable route. One of these suits is Ejectment, and seeks to recover
from the Railway Company possession of the Wharf and Wharf lot at the terminus
of the road which it describes by Metes and bounds and concedes to be occupied by the
Railway Company. The other suit is Trespass Damages Mesne Profits and seeks to recover
damages against the Railway Company as a trespasser absolute in regard to the
whole of the land occupied for the bed of its road and for the entire Construction of
the Railway thereon. In this latter suit also it is conceded that the road bed
throughout the whole of the Canton Companys grounds is in the possession of the Railway
Company.

The Bill is filed for the specific performance of the Contract entered into by the
Canton Company to grant to the Railway Company the bed of its road and the wharf
and Water lot at its terminus, and the injunction asked for is to put the Railway
Company in the possession of both till the hearing. The Court below thought
the jurisdiction asked for proper and granted the Injunction from which the defendant
appeals, the question is upon the case presented by the bill and its Exhibits whether
the Court below was right in awarding the Writ. In support of its action
the Court below was right in awarding the Writ.