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Company yet the said defendant in its said answer neither admits nor denies the said averment.

3 For that the said Bill having charged that the said Canton Company and Knew that the Baltimore and Susquehanna Railroad Company aforesaid had then ceased to exist and that said Work of Construction was being actually prosecuted by the Complainant) and by no and etc yet the said defendant in its said answer neither admits nor denies the said averment.

4 For that the said Bill having charged that in the beginning of the year 1856 the Construction of the said lateral road was commenced not only upon the lands of the said Canton Company but elsewhere upon the line of the said lateral railroad and that the Work was carried on through that year and through the year hard of the year 1857 by which time that portion of the said road which lay within the lands of the said Canton Company was completed and the rails laid thereon so that the same in that portion thereof was fit for use The said defendant in its said answer simply responds thereto "that said road was commenced by Complainant about the beginning of the year 1856 through the grounds of defendant and nearly completed and fit for use to the said Susquehanna Wharf of said Company by the latter part of the year 1857 that then the Complainant ceased to perform any further Work thereon and the Connecting road which was designed to unite the said road through the lands of Defendant with the main line of said road near the Potter Station and which proposed road was to pass through the City of Baltimore and without which the road through the defendants lands would be entirely worthless to the defendant remained wholly unfinished" and said answer does not shew how far said road was finished or in what respect nor to what extent it was unfinished or unfit for use, nor does it in any sense answer the said averment in respect to that part of the said lateral road which lies outside of the lands of the defendant.

5 For that the said Bill charging that the cost of such construction through and upon the lands of the said Canton Company amounted to a sum not less than two hundred thousand dollars "the said answer does not in any manner respond to the said averment.

6 For that the said Bill charging that the money so expended was paid and laid out on the faith of the rights and privileges conceded by the contract so as aforesaid entered into between the Canton Company and the predecessor of your Orator in the year 1853 and would not have been expended but upon

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the faith of such Contract and the dedication on your Orator of the rights and privileges thereby conceded the said Answer does not in any manner respond to the said averment.

J. S. Alexander
J. Mason Campbell for W. C. Railway Co.

Maryland Set.

I George Earle Clerk of the Court of Appeals of Maryland do hereby Certify that the foregoing Statement and Points and Motion to dismiss are truly taken from the Original now on file in the Office of the Court of Appeals of Maryland

In Testimony Whereof I have hereunto set my hand as Clerk and affix the Seal of the said Court of Appeals this 23 day of June A.D. 1863

(Seal)

a. J. R.

George Earle Clerk
Court of Appeals of Maryland.

Whereupon all and singular the premises being seen and by the Court here fully understood and mature deliberation being thereupon had it is Considered by the Court here that the Exceptions to Award filed in this cause as aforesaid be and the same are hereby overruled.

Therefore it is Considered by the Court here that the said plaintiff recover against the said defendant his Term aforesaid yet to come and interest of and the lands and premises aforesaid mentioned and described in the declaration aforesaid with the appurtenances as well the said sum of One cent the damages aforesaid by the Arbitrator in form aforesaid awarded as the sum of Six dollars Eighty Eight cents for his Costs and Charges by it about its suit in this behalf laid out and expended And the said defendant in mercy &c.

Memorandum July 3rd 1863 Judgment on Award for the plaintiff for property and one cent damages and costs

Test Geo. E. Sangston Clerk

And thereupon the said defendant by its Attorneys aforesaid prays an appeal from the Judgment on Award so as aforesaid rendered to the Court of Appeals to be held for the State of Maryland and to it it is granted

It is thereupon Ordered by the Court that a Transcript of the Record and proceedings in the plea aforesaid with all things thereunto relating be transmitted to the Court of Appeals to be held for the State of Maryland and the same is transmitted accordingly

Test George E. Sangston Clk

In testimony that the foregoing is a true and true transcript taken from the