Water lots and water rights through and upon its aforesaid lands which proposal was accepted by the said Baltimore and Susquehanna Rail Road Company on the 13th August 1853 but for more certain information herein your Orator herewith files Copies of said written proposition and acceptance marked "Complainants Exhibit No 1 and No 2 the said acceptance having been communicated on or about its date to the said Canton Company.

That subsequently to said proposition and its acceptance a correspondence relating thereto took place between said Companies Copies whereof are herewith filed marked Complainants Exhibit No 3 but your Orator avers that the same in no wise changes the contract so established between them by the proposition and acceptance aforesaid, but leaves the same as and where it was established by said proposition and acceptance and said correspondence is now produced, not for any material bearing it has on the subject, but simply that the Court may be in possession of all the communications on the premises passed between the parties.

That such being the contract between the said Baltimore and Susquehanna Railway Company and the said Canton Company the same continued without modification so long as the first of said Companies survived and up to the time of the consideration aforesaid and afterwards and so became and was the contract in the premises between the said Canton Company and your Orator when your Orator in the year 1856 commenced the construction of the lateral road aforesaid and your Orator herewith files a copy of a letter addressed by the President of the Canton Company to the President of the Northern Central Railway Company under date of the 10th of May 1856 marked Complainants Exhibit No 4 "wherein the contract aforesaid and the substitution thereto of your Orator are recognized and it also herewith files a Copy of the receipt marked Complainants Exhibit No 5 given to said Company by the Philip Redig mentioned in the letter aforesaid through his agent William Harrison who was also at that

time as he had been for many years and still is the agent of the Canton Company.

That the route adopted for the passage of the said lateral railroad thro the lands of the Canton Company was selected with the free knowledge and concurrence of the said Canton Company and to some extent at its suggestion and that the grade of said lateral road through said lands was also determined on with the knowledge and concurrence of the said Company and that one of the Contractors for making said lateral road through the Lands of said Company as well as elsewhere was Mr Pleasants then and ever since the President of the said Canton Company and that the construction of the said lateral road through the said Canton Company lands and every step of the road from its commencement to its conclusion was freely known to the said Canton Company and that said Canton Company also knew that the Baltimore and Susquehanna Rail Road Company aforesaid had then ceased to exist and that said work of construction was being avowedly prosecuted by your Orator and no one else.

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 road and that the work was carried on through that year and through the greater part of the year 1857 by which time that portion of said road which by 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 and that the cost of such construction through and upon the lands of said Canton Company amounted to a sum not less than two hundred thousand dollars and 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 the faith of such contract and the devolution on your Orator of the rights and