That subsequently three communications were addressed by the defendant to the Complainant of which Complainants Exhibits 11. 12 and 13 are correct copies said Exhibits 3 to 13 are in Complainants Bill designated under the general description of Exhibits No 3 defendant denies that said Exhibits 1 and 2 contain a contract between the Baltimore and Susquehanna Railroad Company and defendant and insists that said letter No 1 was only the commencement of a correspondence with the view to a future contract between said Company and defendant and that if any contract existed between them it is contained in all the correspondence and papers set forth in Complainants Exhibit marked Numbers 1 to 10 inclusive but that said correspondence commenced with the letter marked No 10 dated 23d March 1854 from the President of the Baltimore and Susquehanna Railroad Co to defendant ten days after the passage of the act of 1854 Ch 250 for the consolidation of said Company and other Companies into the Northern Central Railway Company and at the date of said letter as defendant maintains the contracts was not consummated because the proposed line of the road was not agreed on and the terms of the contract were in other respects not freely agreed on and no further negotiation took place between the defendant and said Baltimore and Susquehanna Railway Company which was consolidated with the Northern Central Railway Company as aforesaid.

Defendant admits that Complainants Exhibit No 4 dated May 10th 1856 is a copy of a letter written by its President to the President of Complainant but does not admit that said letter recognizes the contract set up by Complainant and the substitution of Complainant thereto on that it establishes or is competent to establish or create any other contract defendant also admits that Mr Pleasants then and now the President of defendant was in his individual capacity at one time a contractor with Complainant for the construction of said road through the lands of defendant and elsewhere.

The defendant alleges that the proposed contract

between the said Baltimore and Susquehanna Railroad Company and defendant was never made perfect and complete but was left open for final adjustment and ratification which never took place.

That even if said contract was complete and binding as between said Baltimore and Susquehanna Railroad Company and defendant it did not as defendant is advised and maintains become a contract between immediately Complainant as required by the Charter of Complainant and unless so adopted and assumed said Charter provides that all the contracts of said Baltimore and Susquehanna Railroad Company should continue to bind it and its property as fully as before the consolidation therein provided for.

That said Charter further provides that all laws made in reference to the said Baltimore and Susquehanna Railroad Company and not repealed or modified by the Legislature of Maryland should be binding on said consolidated Company, and that by virtue of the provisions of said Charter said contract could not be adopted and assumed by said Complainant, without the official sanction and act of the Board of Directors of Complainant which sanction was never given nor could said contract be duly and legally adopted and assumed by Complainant without the agreement and consent duly given by the defendant acting by its own Board of Directors but no such consent was ever given and no negotiation ever took place between Complainant and defendant on the subject. That said contract if it existed as alleged by Complainant was in writing and made between the Baltimore and Susquehanna Railroad Company and defendant for an interest in or concerning land and could not be transferred to Complainant without a new contract in writing duly made and executed between Complainant and defendant and that no such contract was ever made but Complainant intended as defendant believes and maintains to avail itself of the benefit of said supposed contract between the Baltimore and Susquehanna Railroad Company and the defendant, without assuming the same to definite terms and making itself the Complainant responsible therefor.