Then new if said contract was made and Complainant was substituted to all the rights thereunder of the Baltimore and Susquehanna Railroad Company Complainant has by the terms of the contract forfeited its rights thereunder by gross laches and failure to comply with its part of the contract. That by the letter of the correspondence and papers marked Complainants Exhibit A to 10 inclusive time is made of the essence of the contract and on the failure of the Complainant to begin and complete said road in a definite time defendant expressly reserved to itself the right to withdraw its proposition as contained in its letter marked Complainants Exhibit No 1 that even in the absence of any express agreement on the subject where a contract specifies no time the law implies that it shall be performed within a reasonable time and that the time contemplated by the defendant for the commencement of the road by the Baltimore and Susquehanna Railroad Company was the 1st of April 1854 to be completed to the Susquehanna Wharf on the Patapsco river by the 1st of July 1855 and the time contemplated by said Baltimore and Susquehanna Rail Road Company for completing said road and having it in active use was the close of the year 1854 as fully appears by the correspondence between said parties filed by Complainant 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 Bolton Station and which proposed road was to pass through the City of Baltimore and without which the road through defendants land would be entirely worthless to defendant remained wholly unfinished. That the Complainant in its proceedings to make said projected road through the City of Baltimore utterly violated and disregarded the provisions of said Ordinance of the City No 55 which by the said act of the General Assembly of Maryland of 1854 ch 250 is made binding on Complainant

said ordinance requires said road to be made under the direction and with the consent of the Mayor and City Commissioner and provides that no grades of the Streets of the City shall be altered without the consent of both but in violation thereof Complainant was proceeding at its own discretion and in opposition to the wishes and directions of the Mayor and City Council of Baltimore on a bill filed by them against Complainant an injunction was on or about the 24th of October 1857 issued by this Honorable Court restraining and prohibiting Complainant from further proceeding with said road through the City of Baltimore and this Injunction still remains in full force no answer having ever been filed in that case by the Complainant in this case and said road which was to have united the said road through defendants grounds with the road of Complainant near the Bolton depot as shown by the Map Complainants Exhibit No 6 had only been commenced when said injunction issued and cannot be completed or even recommenced while said Injunction remains in force.

That the legislation in favor of Complainant by the City Council of Baltimore to which Complainant refers in its bill does not relate to the grades of said Streets or to said Injunction but as defendant is informed and believes to an Ordinance recently passed by said City Council designed only to release Complainant from a forfeiture which it had incurred by not completing said road by the 3d of April 1863 that said Ordinance was vetoed by the Mayor and a legal question has arisen as defendant is informed whether or not said veto was signed in proper time to invalidate said Ordinance.

That Complainant has as it alleges taken possession of a valuable wharf lot of defendant as shown by said Map, has connected it with the Baltimore Philadelphia and Wilmington Railroad by a trestle work and railroad and now for its own purposes uses said lot and connecting road whereby it has a continuous communication with its main line but that such connection while it is valuable to Complainant is of no use to defendant and is not the road which defendant by