and for two years has allowed them to remain in the meantime putting the defendant to great trouble in examining testimony and preparing said cases for trial and has been guilty of laches in not insisting at an earlier period the aid of this Court if it was entitled to it so that it should now be held estopped and precluded by its own acts from seeking at the last moment to escape the judgment of a tribunal of its own selection the more especially as that tribunal is not governed by the strict and technical rules of a Court of law but is competent to administer full and complete Justice between the parties

Defendant denies that the Judgments in said suits can inflict irreparable or any injury on Complainant If the Complainant is not entitled to the lot it occupies on the lands of defendant the defendant is entitled to a judgment in Ejectment against Complainant and in the suit for damages Complainant cannot even the depression of the road bed which it claims but defendant can only recover compensation for injuries proved to be inflicted.

The Complainant substantially admits in its bill that it has been chargeable with delay in the Completion of the Contract which it alleges and assigns in justification or excuse therefor except pecuniary inability another obstacles which it does not specify The reason is as competent to decide as a Court of Equity can be whether the court pecuniary inability affords a justification for the Non performance of a Contract and in lieu of that Bond could be applied by this Court other or different from that which it would be the duty of the referee to enforce and defendant respectfully submits that the other obstacles which are not specified cannot be held to afford ground for the interposition of a Court of Equity in such a case which should be clearly shown and cannot be left to Conjecture or be assumed to exist on the mere declaration of a complainant.

Defendant alleges that the acts and omissions of Complainant as set forth in this answer constitute a case of gross misfeasance and malfeasance and unreasonable delay for which no justification has been offered that they evidenced an intention entirely to abandon

the construction of said road or at least to postpone its completion to an indefinite period and gave to defendant both at law and in Equity the right to put an end to and determine all rights of Complainant in and to said lot and road whether those rights grew out of contract or the mere license and permission of defendant.

All this defendant denies that Complainant is entitled to a decree for specific performance or for the conveyance of a legal title and prays that the injunction heretofore granted in this cause may be dissolved and that it may be hence dismissed with its reasonable costs in this cause sustained and it and ever pray &c

Signed by the President of the defendant and sealed with the Corporate seal thereof.

Canton Co seal

J H Pleasants
Pres of Canton Co of Baltimore

J Brown & J Bruns Solrs Defts Solrs.

State of Maryland City of Baltimore to wit On this 4th day of May 1863 before the subscriber a justice of the peace of the State of Maryland in and for the City of Baltimore personally appeared J Hall Pleasants President of the Canton Company of Baltimore and made oath on the Holy Evangely of Almighty God that the matter stated in the foregoing answer are true to the best of his knowledge and belief.

Edward C Peters J P

And thereupon the said defendant by its solicitor aforesaid filed in said cause the following prayer of appeal to wit,

The Northern Central Railway Company vs The Canton Company of Baltimore	In the Circuit Court for Baltimore City

The defendant prays an appeal from the order granting an injunction in this cause the defendant having filed its answer therein.

J Brown & J Bruns for Defendant.

And afterwards to wit on the 13th day of May in the year aforesaid the said defendant by his solicitor aforesaid filed in said cause the following appeal Bond to wit.