To the 2d Additional Interrogatory he answers and says. I have stated in my reply to the 6th interrogatory in chief, that the possession of the Canal Company of the piece of ground in controversy, was the same as the Company has had to other ground on which the Company's works have been constructed.

To the 3d Additional Interrogatory. He answers and says in my preceeding replies, I have stated that the filling and levelling up referred to was partly for the purpose of strengthening the Guard Bank, a width of at least twenty feet above the inner base of the Guard Bank was required for this purpose. The connection of the Guard Bank, and of the filling and levelling up of the ground in dispute and if Young's building marked B and which now produce as explanation of this reply, shews the position of this foot of the Guard Bank. This twenty feet in width of filling and levelling up is in fact as much a part of the Guard bank, as any other of the embankment of which the Guard bank is formed, and would have been made independently of any wish in the Canal Company to obtain room for workshops and for depositing materials. The building of Mr Young on this foot of the Guard bank.

To the 4th Additional Inty. he answers and says. The said ground has no value whatever as a boat yard except such as may derive from the basin referred to.

The exhibits referred to in the above depositions are in the words following to wit

A (see reply of C B Fisk to 5th Cross Inty.)

This Indenture made this day of Eighteen hundred and fifty between of Allegany County in the State of Maryland parties of the first part and the Chesapeake and Ohio Canal Company the party of the second part. Witnesseth that the said parties of the first part in consideration of the Chesapeake and Ohio Canal Company's locating a Basin to connect with the Canal on a portion of the land hereinafter described, and of the sum of one Dollar current money to them in hand paid, the receipt whereof is hereby acknowledged have granted, bargained, sold aliened, released and confirmed and by these presents do grant, bargain sell, alien, release & confirm to the said Chesapeake and Ohio Canal Company and its successors & assigns all the following described piece or parcel of land being part of a tract of land called situated in or near the town of Cumberland and in Allegany County beginning (for the said piece or parcel of land hereby conveyed) at a

To have and to hold the said piece or parcel of land together with the appurtenances thereto belonging to the said Chesapeake & Ohio Canal Company and its successors & assigns forever, provided and on condition that the said Company will not erect or allow or cause to be erected any warehouse or other buildings on any part of the said piece of land hereby conveyed except such as the said Company may require or deem necessary for its own proper uses and purposes, In witness whereof the said have hereunto set their hands

& affixed their seals on the day & year first herein before mentioned

(Seal)
(Seal)
(Seal) &c

Acknowledgement to be drawn out in form for husbands & wives.

(On this further condition and proviso that the said Company will not permit, suffer nor allow that part of the said property truly conveyed which lies between the tow path and the basin on said land or any part to be used by the public for any purpose) And also that the basin now excavated on said property shall neither be extended northerly nor easterly beyond its presents limits as now excavated.

"M. A. H."

Whereas it was proposed by me in the month of December 1835 to sell & convey to the Ches & Ohio Canal Company for the sum of three thousand Dollars such portion of the land which I had lately acquired from John Hoge in and below the town of Cumberland as would be necessary for the construction of said Canal up on the plan then contemplated of a dam across the River Potomac, below Mr O'Neills Island which sum was to include all damages from the loss of Mill power and overflow of other parts of said land, and whereas it is now thought that the President & Directors of said Company may be induced to direct that said Dam so called if the cost of acquiring the necessary lands and release of damages can be lessened thereby and as in the event of such change it is understood that the Canal will occupy only a sufficient width of ground immediately along side the Maryland shore of the Potomac for a guard bank and tow path and for a Canal not exceeding one hundred and ten feet water surface besides what will be necessary for the abutment of the dam and for the Guard Lock by all which my remaining lands will be rendered much more valuable though the Mill power will still be destroyed, therefore as an inducement for the Canal Company to determine upon this second mode of construction I hereby agree to take the sum of Ten dollars in full for the lands which will be needed as above mentioned including all damages for loss of Mill power and overflowing, and at same time further agree to take the further sum of Ten dollars in full of all the land which in the event of this second mode of construction it will in the opinion of the Engineer be necessary to take for the works above mentioned from one other piece of land now at my disposal known as "Beatty's purchase" and situated in said Town immediately above and adjoining the first mentioned piece, and I hereby promise that upon the receipt of said sums I will make and execute and cause to be made & executed full & sufficient Deeds by meets & bounds and all other necessary acquittances for the same.

In acting upon the foregoing proposition the President & Directors must take into consideration that if the original mode of construction is pursued I shall consider the Beatty property as nearly destroyed and shall lay my damage and claims therefor at not less than Three thousand Dollars.

Cumberland 23 March 1837 M. A. Hall.