Complainant was properly and suitably improved and at a reasonable Expense, and was a great convenience, saving and economy to the Complainant, in its business at Cumberland.

This Respondent, further answering, admits and avers that, before and until the Erection of its present Wharf, and from the time of its organization, the Complainant was accustomed and obliged to pay the price and prices, and were subjected to the Expense and inconvenience mentioned in said Bill, at folios 101. and 102 thereof; and he avers that the said Expense and inconveniences, in that behalf, were not greater than is claimed and stated in said Bill: and Especially, in cases of low water (which are not uncommon) when the boat of the Complainant, (as this Respondent was informed and believed, by the frequent Complaints of the Complainant's agents in that respect) were unable, with a full load, to depart from the old Wharf at which they were loaded; and this Respondent avers, that the said Complainant would still have been subjected to the said inconveniences and expenses, but for the active Exertions of this Respondent, and the conditions in said transportation Contract: and this Respondent admits that the advantage of the said new wharf to the Complainant is at least as great as is stated in said Bill.

This Respondent, further answering as information and belief, denies that the said Wharf, and the fixtures, and the machinery connected with it, have cost the Plaintiff more than $60.000: but he avers that the said sum is grossly Exaggerated Estimate of the said Cost; and that, as he believes, the same did not cost more than the sum of about $20.000. And this Respondent avers, that the said Wharf was constructed on a small part and parcel of a piece of land within the City of Cumberland, for which this Respondent is informed and believes, the Complainant paid about $40.000. long before this Respondent had any connection with, or knowledge of the Complainant, that the same have lain mostly idle and useless to the Complainant, and subject to taxation, for several years, and until, by the Energy and determination of this Respondent and the Complainant's first President, this Wharf, to save the Complainant from the inconveniences and Expenses above mentioned, was constructed on a small portion thereof, and whilst the Complainant continues to do any business it will be a great saving to it.

This Respondent says, that the allegations, statements and arguments, contained in said Bill, at folios 104. 105 and 106 thereof, are, to a considerable Extent, unreal and imaginary, and are disingenuous, and this Respondent does not admit the same, but leaves the Complainant to make such legal use thereof as it may be advised: and this Respondent denies that the rates provided by said transportation Contract are numerous. And this Respondent avers that, the said Wharf was built for the Complainant's use and accomodation, as above stated; and avers that any advantages said Wharf may afford to the Hoffman Mines, do not add to the Complainant's Expense or detract from the advantages accruing of said Wharf, to the Complainant; and he insists, that the Baltimore and Ohio Rail Road, and the Chesapeake and Ohio Canal, might, with Equal pertinency, urge the vast cost of their Lateral Channels of transportation, and the cost of keeping them in repair as a reason for charging Extraordinary freights.

And this Respondent avers, that all the facts, circumstances, expenses and contingencies connected with the matters in said allegations mentioned, were

known to the Complainant, not only at the time said transportation contract was entered into, but were also known to the said Complainant, at the time this Respondent offered to the Complainant at a meeting of its Board of Directors, in manner and form, and at the time as hereinbefore stated, that, if the said Board thought the terms of said Contract were not fair, just and reasonable, (as he, this Respondent thought they were and intended they should be) he, this Respondent would consent to any modification of said Contract which the said Board of Directors should deem just.

This Respondent, answering, says he does not know the precise grade of said rail road, and cannot, therefore admit the Exact allegation, without proof, in said Bill: but he admits that the grades are the same now as when said Contract was made, and descending from the mines to Cumberland; and that no other power than gravitation is necessary to take any number of loaded cars on the Complainant's Railroad.

And this Respondent further answering submits, that all the allegations in the said Bill, as to all the items of costs connected with transporting coal from the Hoffman Mines, are entirely irrelevant in this action: but nevertheless, this Respondent says, that the same are disingenuous and calculated to produce and effect and lead to conclusions altogether unwarranted; that said Estimates are founded, on the hypothesis, that the Complainant is to transport no other coal than that which comes from the said Hoffman Mines: whereas in truth and in fact, the cost of transporting coal is mutually affected by the quantity carried; and that it is undoubtedly true that, if the Complainant was obliged to maintain its Railroad for the Hoffman mines alone and should carry to market only a hundred tons a year, at the freight of five hundred dollars per ton, it would be at a ruinous rate; as the Expenses of said Complainant are, as this Respondent is informed and believes, one sixty thousand dollars per annum, whether they should carry any coal or not: and this Respondent says that whatever coal the Complainant carries for the said Hoffman Iron Coal Company, contributes to furnish Employment to the Complainant's road, locomotives, Equipment and Employees necessarily provided and kept for its own business; and the Complainant's receipts for said transportation, while they have not caused any important augmentation of the Complainant's Equipment or manual force, are so much in relief of the Complainant's large and unavoidable Expenditure for its own business and transportation: and this Respondent avers that the rates of transportation provided in said Contract, are fair and reasonable, and, under good and Experienced Management of the Complainant's business, cannot be remunerative: and this Respondent says that it is an object to the Complainant to obtain all the coal to carry they can, to the end that their necessary Expenditures may be Equalized, and reduced.

And this Respondent is informed and believes that other coal carrying railroads transport coal at a less rate than that provided in the said Contract, and this Respondent is informed and believes that the said Cumberland and Pennsylvania Railroad, mentioned in said Bill, carries coal by Special Contract, at rates Equally favorable to the parties for whom the carry, with those provided in the said Contract of transportation.

This Respondent, further answering, denies that the Complainant's railroad cost the said Complainant five hundred thousand dollars, or anything like