said Court the 9th day of March 1863, Issued the 29th day of April Anno Domini 1863

J. Thomas Adams, Clerk

And the Sheriff of Baltimore City aforesaid to whom the said Injunction was delivered to be served made return thereof, to the Court here thus indorsed to wit:

"Injunction served on the Canton Company of Baltimore by service on J. Hall Pleasants President the 29th day of April 1863 at 1/2 after 4 o'clock P. M. in presence of Geo. M. Addison, Edwd G. Sparks Sheriff." And the Sheriff aforesaid to whom the said Subpoena was also delivered to be served made return thereof to the Court here thus indorsed to wit: "Summoned by service on J. Hall Pleasants President Canton Co Balto. Edwd. G. Sparks Sheriff"

And afterwards to wit on the 5th day of May in the year aforesaid The Canton Company of Baltimore aforesaid appeared in Court here by George William Brown and Frederick W. Brune Jr. Esquire, its Solicitors and filed in said cause the following Answer to the said Bill of Complaint to wit:

The Answer of the Canton Company of Baltimore to the Bill of Complaint of the Northern Central Railway Company.

This Defendant for answer to said bill or to so much thereof as it is advised it is material to answer, says, it admits that by authority of the Act of 1854 ch 250 passed by the General Assembly of Maryland and a similar act passed about the same time by the Legislature of Pennsylvania, the several rail road Companies described in said first mentioned act effected the consolidation therein provided for and by means thereof Complainant came into being in December 1854.

That among said Companies was the Baltimore & Susquehanna Rail Road Company chartered by the State of Maryland. That by the Act of 1853 ch 191 said Company was authorized to construct a lateral branch rail road or Rail roads from any point on the line of their road to the northwest branch of the Patapsco river East of Jones Falls, provided however that the assent of the Mayor and City Council of Baltimore should be first had and obtained before any part of said branch railroads should be constructed within the limits of said City.

That the Mayor and City Council of Baltimore by ordinance no 55 passed on the 20th of June 1854, gave permission to said Baltimore and Susquehanna Rail Road Company to extend their road to tide water under said Act of 1853 with an express proviso however that no grade of any street in said City already graded and paved should be altered or interfered with except under the direction of the Mayor and City Commissioner, and said ordinance expressly ordains that before the said Company should proceed to lay all or any part of the road across of the streets authorized by said ordinance



the City Commissioner should establish all the grades of all the streets through which said road might pass by the City Surveyor and engineer of, and at the cost, of said Company, and also provides and ordains that the laying of the track, as provided, for in said ordinance through, over, along of the Streets above named, should be under the Supervision of the Mayor & City Commissioner

That the Extension of said rail road to tide water as aforesaid, as contemplated by said act, and said ordinance, would necessarily conducted through the lands of said Canton Company.

That prior to the date of said act and said ordinance and in view of the Extension of said road to tide water through the grounds of Defendant, on the 25th of February 1853, the Defendant by its President addressed to the Baltimore & Susquehanna rail road Co, a letter of which Complainants Exhibit No 1, is a correct copy and on the 13th of August 1853 the said Company by its President replied thereto by letter dated August 13th 1853 of which Complainants Exhibit No 2 is a correct copy.

That subsequently other correspondence and communications took place between said Baltimore and Susquehanna railroad Company and Defendant, of which Complainants Exhibits 3, 4, 5, 6, 7, 8, 9 & 10 are correct copies

That subsequently three communications were addressed by the Defendant to the Complainant of which Complainants Exhibit 11, 12, & 13 are correct copies, said Exhibits 3 to 13 are in Complainants bill designated under the general description of Exhibit No 3 Defendant denies that said Exhibits 1 & 2 contain a contract between the Baltimore & Susquehanna Rail Road 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 terminated with the letter marked No 10 dated 23rd March 1854 from the President of the Baltimore & Susquehanna Rail Road Co, to Defendant ten days after the passage of the act of 1854 ch 250 for the consolidation of said Company & other companies into the Northern Central Railway Company, and at the date of said letter, as Defendant maintains, the contract 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 fully 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