Northern Central Railway Company its assigns in case the said order shall be affirmed, all damages and costs that may be awarded by the Court of Appeals aforesaid, then the said bond to be and remain in full force and virtue, otherwise to be of no effect

Signed sealed & delivered in presence of
the words "Northern Central Railway Company" having been first interlined in two places on the first page and the words "on the 29th day of April 1863" having also been interlined on the same page and two cancellations having also been first made on said page.
Chas. T. Rogers

J. H. Pleasants (Canton Co's Seal)
Jas of Cantonites
J. H. Pleasants (Seal)
Richd H. Pleasants (Seal)

Which said Bond is thus endorsed to wit "I believe the within Bond sufficient T. Thos Adams Clk" "Bond approved J. M. Geo. Hubs" And the said Appeal being by the Court here granted, Whereupon ordered by the Court here that a Transcript of the record and proceedings in this cause aforesaid with all things thereunto relating to be transmitted to the Court of Appeals of the State of Maryland. And the same is transmitted accordingly

Test
T. Thomas Adams Clerk.

In testimony that the aforegoing is a full and true Transcript taken from the Record of proceedings of the Circuit Court for Baltimore City in the cause therein mentioned.

Seal

I hereto set my hand and affix the seal of the Court aforesaid this sixteenth day of May in the year of our Lord eighteen hundred and sixty three
Thomas Adams Clerk
Circuit Court for Balto City

U. S. Int. Rev. 5¢

And now come into the Court of Appeals here as well the said Canton Company of Baltimore by George Wm Brown & F. W. Brune Esquires their Attorneys as the said Northern Central Railway Company by J. Mason Campbell Esquire their Attorney and Admiral the Canton Company of Balto. by their Attorney aforesaid file in Court here the following motion to dismiss appeal

Argument on motion to dismiss the Appeal

The Canton Company of Baltimore
vs
The Northern Central Railway Company
} Court of Appeals

The Appellee prays that this Appeal may be dismissed. The answer of the Appellant filed in the Circuit Court for Baltimore City, to the Bill of Complaint of the Appellee therein filed being wholly defective and insufficient in the following amongst other particulars:

1 For that the said Bill having charged "that the route adopted for the passage of the said lateral railroad through the lands of the Canton Company was selected with the full knowledge and concurrence of the said Canton Company and to some extent at its suggestion, and that the grade of said lateral road through said lands was also determined on with the knowledge and concurrence of the said Company" the said Appellant in its said answer admits that it "did not object to Complainant's constructing said road, and the route adopted was determined on by Complainant with the knowledge and approval of Defendant" but does not admit nor deny the averment that the said route was adopted to some extent at the suggestion of the said Defendant; and neither admits nor denies the averment that the grade of the said lateral railroad through said lands was also determined on with the knowledge and concurrence of the said Defendant

2 — For that the said Bill having charged "that the construction of the said lateral railroad through the said Canton Company's lands, and every step of the work from its commencement to its conclusion was fully known to the said Canton Company" yet the said Defendant in its said answer neither admits nor denies the said averment

3 For that the said Bill having charged "that the said Canton Company also knew that the Baltimore and Susquehanna Railroad Company aforesaid had then ceased to exist; and that said work of construction was being avowedly prosecuted by (the Complainant) and by no one else" yet the said Defendant in its said answer neither admits nor denies the said averment

4 — For that the said Bill having charged "that in the beginning of the year 1856, the construction of the said lateral road was commenced not only upon the lands of the said Canton Company but elsewhere upon the line of the said lateral railroad, and that the work was carried on through that year and through the greater part of the year 1857, by which time that portion of the said road which lay within the lands of the said Canton Company was completed, and the rails laid thereon, so that the same or that portion thereof was fit for use" The said Defendant in its said answer simply responds thereto "that said road was commenced by Complainant about the beginning of the year 1856. through the grounds of Defendant, and heavily completed and fit for use to the said