

IN THE  
**Court of Errors and Appeals**  
OF THE  
STATE OF NEW JERSEY.

---

*Between*  
THE RARITAN AND DELAWARE BAY  
RAIL ROAD COMPANY, AND THE  
CAMDEN AND ATLANTIC RAIL  
ROAD COMPANY,  
*Appellants,*  
*and*  
THE DELAWARE AND RARITAN CA-  
NAL, AND THE CAMDEN AND AM-  
BOY RAIL ROAD AND TRANSPOR-  
TATION COMPANIES,  
*Respondents.*

*On Appeal.*

*Between*  
THE DELAWARE AND RARITAN CA-  
NAL AND THE CAMDEN AND AMBOY  
RAILROAD AND TRANSPORTATION  
COMPANY,  
*Appellants,*  
*and*  
THE RARITAN AND DELAWARE BAY  
RAIL ROAD COMPANY, AND THE  
CAMDEN AND ATLANTIC RAIL  
ROAD COMPANY AND OTHERS,  
*Respondents.*

*On Appeals.*

JERSEY CITY:  
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1865.



## In Chancery of New Jersey.

*To the Hon. HENRY W. GREEN, Chancellor of the State of New Jersey :*

Humbly complaining show unto your Honor your orators, the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies, on behalf of themselves and of the holders of the stock and bonds of said Companies, who are too numerous to be made parties hereto, that on the fourth day of February, in the year of our Lord eighteen hundred and thirty, the Legislature of the State of New Jersey granted an act of incorporation entitled "An act to incorporate the Camden and Amboy  
10 Railroad and Transportation Company," and by said act they incorporated a company by the name of "The Camden and Amboy Railroad and Transportation Company," who by that name were made capable of purchasing or of otherwise receiving and becoming possessed of, holding and conveying of real or personal estate, with perpetual succession and power to make and use a common seal, and by said corporate name to sue and be sued, and to have, enjoy and exercise all the rights, powers and privileges pertaining to corporate bodies, and necessary to perfect an expeditious  
20 and complete line of communication from Philadelphia to New York, and to carry into effect the purposes and objects of the said act of incorporation, it was provided as follows :  
"That to facilitate the objects of this act, the president and directors of the said company be, and they hereby are, authorized and invested with all the rights and powers necessary to survey, lay and construct a railroad or roads, with all necessary appendages, from the Delaware river, at some point or points between Cooper's Creek and Newton

Creek, in the county of Gloucester, in this State, to a suitable point or points, to be by them determined on, upon the Raritan bay, with as many sets of tracks as they may deem necessary ; *provided*, that the said road or its branches shall not exceed one hundred feet in width on the surface of the road ; and it shall be lawful for the said president and directors, their agents, engineers, superintendents, or others in their employ, to enter at all times upon all lands or water for the purpose of exploring, surveying, leveling, or laying out the route or routes of the said railroad or roads, and of locating the same, and to do and erect all necessary works, buildings and appendages thereof, doing no unnecessary injury to private or other property ; and when the route or routes and location of such road or roads shall have been determined upon, and a survey of such routes and location deposited in the office of the Secretary of State, then it shall be lawful for said company, by its officers, agents, engineers, superintendents, contractors, workmen, and other persons in its employ, to enter upon, to take possession of, hold, use, occupy and excavate any such lands, and to erect embankments, bridges, and all other works necessary to lay rails thereon, and do all other things which shall be suitable and necessary for the effectual completion of the said road or roads, and to carry into full effect the object of this incorporation ; and may take and use any stone, gravel, sand clay, or other earth, on or near the said route, which may be required for the constructing of, repairing, altering or extending the said road or roads, or of any of the works or appendages, subject to such compensation to be made therefor as is hereinafter provided." 10 20 30

"That it shall and may be lawful for the said company to construct a lateral road from the main line of said road, from the nearest practical point of said main road, to Bordentown, and within three miles of Crosswicks Creek, and as nearly as may be at right angles with the said main road, to a suitable point or points on the river Delaware, in the borough of Bordentown, and that the said lateral road may be of the same width, and with as many tracks ; and the said company, in the construction or use thereof, shall be entitled to all the privileges and immunities, and subject to all the provisions 40



and restrictions herein contained relative to the main line of said road; *provided nevertheless*, that it shall not be lawful for the said company to construct the said lateral road until the main line of said road is completed."

"That the Legislature of this State shall have the privilege of subscribing for one-fourth the capital stock of this company, and shall have the appointment of two of the said directors of the company to represent the same; or if they shall subscribe for a less number of shares, then as many  
10 directors, proportionably, as the number of shares subscribed by them shall bear to the whole amount of stock; but if the said stock shall not be subscribed for on or before the first day of January next, then the right to subscribe therefor by the Legislature shall cease, and only be admitted by the approbation and consent of a majority of the stockholders who shall have subscribed for the stock of the said company."

"That at the expiration of thirty years from the completion of the said roads, the Legislature of this State may cause an appraisement of the said roads and the appendages  
20 thereof to be made by six persons, three of whom shall be appointed by the Chief Justice of this State for the time being, the remaining three by the company, who, or a majority of them, shall report the value thereof to the Legislature within one year from the time of their appointment; or if they cannot agree, they shall choose a seventh, who, with the aforesaid six, shall report as aforesaid; or in case the said company shall neglect or refuse to appoint the said three persons on their part for two months after the said appointment by the Chief Justice, then the three persons so appointed  
30 by him shall proceed to make such appraisement, which shall be binding on the said company; or in case the said six commissioners shall be appointed as aforesaid, and they cannot agree upon a seventh man, then, upon two weeks' notice to the said company, the said Chief Justice shall appoint such seventh man as aforesaid to make such appraisement as aforesaid, and thereupon the State shall have the privilege, for three years, of taking said roads upon the payment to the company of the amount of the said report within one year  
40 after electing to take said road; which report shall be filed in the office of the secretary of this state, and the whole

property and interest of said road, and appendages thereof, shall be vested in the State of New Jersey, upon payment of the amount so reported to said company; and that it shall be the duty of the president of the company to lay before the Legislature, under oath or affirmation, when they shall so request, a full and fair statement of the costs of the said roads, and of all the receipts and disbursements of the company."

"That from and after the completion of the said road or roads, it shall be the duty of the treasurer of the said company, under oath or affirmation, to make quarterly returns of the number of passengers, and the number of tons of goods, wares and merchandise transported upon said road or roads, to the treasurer of this state for the time being, and thereupon to pay the said treasurer of this state at the rate of ten cents for each and every passenger, and the sum of fifteen cents for each and every ton of merchandise so transported thereon; and that no other tax or impost shall be levied or assessed upon the said company."

"That if the State of New Jersey shall authorize the construction of any other railroad for the transportation of passengers across this State from New York to Philadelphia, which road shall be constructed and used, and which shall commence and terminate within three miles of the commencement and termination of the said roads authorized by this act, then the payment of the said sum of ten cents for each passenger, and fifteen cents per ton for merchandise, to the Treasurer of the State, shall cease, and the said company is hereby exonerated from the payment thereof; *provided*, that if any other railroad shall be constructed for the transportation of passengers from Philadelphia to New York, it shall be liable to a tax not less than the amount payable to the State by this company."

"That this act shall be deemed and taken as a public act, and, as such, taken notice of by all courts of justice in this State, without the necessity of pleading the same."

"That the said railroads shall, and hereby are, declared to be a public highway, subject to the regulations of the said company, as contained in the seventh section of this act."

And your orators further show unto your Honor, that the said act of incorporation was duly accepted, and your orators became a corporation, possessed of all the rights, powers and privileges conferred by said charter.

And your orators further show unto your Honor, that the Legislature of the State of New Jersey, on the same day, viz: the fourth day of February, in the year of our Lord one thousand eight hundred and thirty, passed another act, entitled "An act to incorporate the Delaware and Raritan  
10 Canal Company," and by said act did incorporate into a body politic and corporate, "The Delaware and Raritan Canal Company," and the said company was, among other things, authorized and empowered to construct a canal or artificial navigation from the waters of the Delaware to the waters of the Raritan river, and it was enacted by said act as follows, that is to say:

"That, under the powers, restrictions and conditions stipulated and prescribed in the foregoing enactments, it shall be lawful for the company aforesaid to alter any part or  
20 parts of the route of the canal or feeder, if in constructing the same they meet with any insurmountable obstructions arising from rocks or other physical causes, making compensation to owners, as hereinbefore directed; and that it shall not be lawful for any person or persons, body corporate or politic, whatsoever, to construct any canal within five miles of any point of the said canal or feeder, without the consent of the said company, expressed in writing, under their common seal, saving to any person or persons, body politic or corporate, any of their just and legal rights  
30 already vested, to the contrary of this prohibition; and it shall be the duty of the Chancellor of this State, upon an application made therefor, by bill in due form of law, by the said company, to issue his injunction to stay and prevent the erection and construction of any such canal."

And your orators further show unto your Honor, that the said act of incorporation was duly accepted, and the said Delaware and Raritan Canal Company became a corporation, possessed of all the rights, powers and privileges conferred in the said act.

40 And your orators further show unto your Honor, that on



the fourth day of February, in the year of our Lord eighteen hundred and thirty-one, the Legislature of the State of New Jersey passed another act, entitled "An act relative to the Camden and Amboy Railroad and Transportation Company," by which it was enacted as follows, that is to say: "That it shall and may be lawful for the Camden and Amboy Railroad and Transportation Company to transfer one thousand shares of the capital stock of the said company to this State, the installments on which stock shall be paid by the company, so that the State, neither at the time of such transfer or at any subsequent time, shall be required to pay any installment thereon; a certificate of which stock shall be held by the Treasurer of this State, for the use of the State; and all dividends of the company be declared and payable thereon, as if this State had subscribed for such stock and paid the several installments thereon." 10

"That the State shall have the right to appoint one director to represent the said stock, but that no vote shall be given for said stock at any election for directors of the company." 20

"That the said company shall pay to the State the sum of ten cents for each passenger carried on the said railroad or roads across this State, between the Delaware river and Raritan bay; said payments to commence when said road is so far completed that passengers are transported thereupon across this state, instead of a ratable tax for passengers, as reserved in the said act of incorporation."

"That the appraisement provided for in the twenty-second section of the act of incorporation of the said company shall be made in reference to the actual value of the said road, 30 and not with reference to the value of the stock; which appraisement shall not in any event, exceed the actual cost and expenses incurred in the completion of the said road."

"That upon filing the assent of the company to this act in the office of the Secretary of State, this act shall be deemed and taken as part of the charter of said company; which assent shall be filed within five days after the passage of this act, or this act, and all the provisions therein contained, shall be void."

"That when any other railroad or roads, for the transpor- 40

tation of passengers and property between New York and Philadelphia across this State, shall be constructed and used for that purpose, under or by virtue of any law of this State or the United States authorizing or recognizing said road, that then and in that case the said dividends shall be no longer payable to the State, and the said stock shall be retransferred to the company by the Treasurer of this State."

10 "That it shall not be lawful to construct any other railroad or roads for the transportation of passengers across this State, within three miles of the road of the said Camden and Amboy Railroad Company, until after the time limited in the twenty-first section of the act of incorporation of said company for the completion of the said railroad; *provided*, that nothing herein contained shall be deemed and considered as excluding the construction of a railroad from the Hudson to the river Raritan, or from Camden to any point on the Delaware, in the county of Salem."

20 "That so much of the thirteenth section of the act to which this act is relative, as requires the commissioners to take into view the benefit that will result from the railroad to the owner or owners of the land or materials, is hereby repealed, and shall cease."

And your orators further show unto your Honor, that the assent of the said companies to the said last mentioned act was duly filed in the office of the Secretary of State on the eighth day of February, in the year of our Lord eighteen hundred and thirty-one, and the said act thereby became a part of the charter of the said company, and the said stock was duly issued to the State of New Jersey in the manner  
30 and form required by the said act.

And your orators further show unto your Honor, that the Legislature of the State of New Jersey afterwards, to wit, on the fifteenth day of February, in the year of our Lord eighteen hundred and thirty-one, passed another act, entitled "An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies," by which it was, amongst other things, enacted: "That it shall and may be lawful for the Delaware and Raritan Canal Company and the Camden and Amboy Rail-  
40 road and Transportation Company, by and with the consent

of seven-eighths of the stockholders of the said companies respectively, to consolidate the capital stock of the said companies, for the purpose of erecting and completing the said canal and feeder and the said railroads provided for by the acts incorporating the said companies, and the supplements thereto, out of the joint funds of the said companies, subject always to all the provisions, reservations and conditions in the said acts and supplemental acts contained and set forth; and the stock of the said companies, subscribed and authorized to be subscribed, under the said acts, shall 10 be deemed and considered and is hereby declared to be joint stock; and the profits accruing from the said canal and feeder and railroads aforesaid, shall be divided among all the stockholders of the two companies aforesaid, share and share alike; and the directors appointed, and to be appointed under the provisions of the aforesaid acts of incorporation, shall direct and manage the affairs and concerns of the said companies, in joint meeting; and the said companies shall be jointly liable on all contracts made or to be made by either and each of the said companies respectively, and 20 may jointly sue and be sued, plead and be impleaded, in all courts of law and equity; *provided always*, that before this act shall take effect the assent of the stockholders holding seven-eighths of all the stock of the said Delaware and Raritan Canal Company and the said Camden and Amboy Railroad and Transportation Company to the provisions of this act, shall be certified to the satisfaction of the Governor, and the same shall be filed in the office of the Secretary of this State."

And your orators further show unto your Honor, that the 30 requisite assent of the said companies to the said last mentioned act, as above required, was duly filed in the office of the Secretary of State on the eighteen day of May, in the year of our Lord eighteen hundred and thirty-one, having been duly certified to the satisfaction of the Governor as aforesaid, so that the said act was carried into full effect and operation.

And your orators further show unto your Honor, that on the second day of March, in the year of our Lord eighteen hundred and thirty-two, the Legislature of the State of New 40 Jersey passed another act, entitled "A supplement to an act



entitled 'An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies,' by which it was enacted as follows, that is to say, "That it shall and may be lawful for the said Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies to transfer to this State one thousand shares of the joint capital stock of the said companies, upon which all the installments shall be paid by the said companies, so that neither at the time of the said transfer, nor at any time thereafter, the payment of any money thereon or therefor shall be required from the State; a certificate of which stock shall be held by the Treasurer of this State, for the use of the State, and all dividends of the company be declared and payable thereon, as if the State had subscribed for such stock and paid the several installments thereon."

10 "That it shall not be lawful at any time during the said railroad charter, to construct any other railroad or railroads in this State, without the consent of the said companies, 20 which shall be intended or used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroad authorized by the act to which this supplement is relative; *provided always*, that nothing in this act shall be so construed as to prevent the construction of a railroad from the city of New Brunswick to the Hudson river, or any lateral road that may be hereafter authorized by an act of the Legislature, from a suitable point or points intersecting said road, to be designated and agreed upon by the said companies, or 30 any lateral road or roads not intended or used for the purpose of competition, as aforesaid."

"That if within one year from the time that the said railroad from Bordentown to Amboy is so far completed that passengers and merchandise be transported thereon, the transit duty reserved by the acts incorporating said companies, and the dividends on the stock hereby authorized to be transferred shall not amount to thirty thousand dollars, it shall be the duty of the said companies to pay such deficiency to the Treasurer of this State, out of the joint funds 40 of the said companies, before any dividend is made to the

stockholders ; and that each and every year thereafter, such deficiency, if any shall exist, shall be paid by the said companies, so as to secure to the State the aforesaid sum of thirty thousand dollars at least, in each and every year during said charter."

"That in declaring and making dividends of the net profits, the President and Directors of the said companies shall declare and divide the whole of the actual net profits accruing to the time of such dividend, retaining only such surplus funds as may be deemed requisite to meet unexpected 10 and extraordinary damages to the works, respectfully, which surplus funds shall in no case exceed in the whole the sum of one hundred thousand dollars."

"That the State shall be entitled to the appointment of one director to represent the said stock, but that no vote shall be given for said stock at any elections of the stockholders."

"That it shall be the duty of the said companies to construct a lateral railroad from a suitable point on said road at or west of the village of Spottswood, to a suitable point or points in the city of New Brunswick, to be determined upon 20 by the said companies, by and with the assent of the corporation of said city, in the construction and use of which said road the said companies shall be entitled to all the powers and privileges, and subject to all the conditions and limitations contained in the act incorporating said railroad company ; and which said lateral road shall be completed as soon as any railroad shall be made from the said city of New Brunswick to the Hudson river ; *provided always*, that the said companies shall not charge more than two dollars and fifty cents for each and every passenger carried thereon from 30 and to the cities of New Brunswick and Philadelphia."

"That the assent of a majority of the stockholders of the said companies to the provisions of this act, in writing, shall be submitted to and approved by the Governor of this State, or the person administering the government of the same, and filed in the office of the Secretary of this State within forty days after the passing of this act, or this act shall be void."

"That the twenty-third section of the act incorporating the said Delaware and Raritan Canal Company, be and the same is hereby repealed." 40

And your orators further show unto your Honor, that the assent of a majority of the stockholders of the said companies to the provisions of this act, in writing, was submitted to and approved by the Governor of this State, and was filed in the office of the Secretary of this State on the fifth day of April, in the year of our Lord, one thousand eight hundred and thirty-two, and the said act thereby became a part of the charter of the said companies, and the said stock was duly issued to the State of New Jersey in accordance with the provisions therein expressed.

And your orators further show unto your Honor, that the Legislature of the State of New Jersey passed another act on the fifteenth day of March, in the year of our Lord one thousand eight hundred and thirty-seven, by which it was, among other things, enacted as follows, that is to say: "That the united Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies be and they are hereby authorized, out of the joint funds of the said corporations, to survey or lay out and construct a railroad with all the necessary appendages, to commence at some suitable point in the city of New Brunswick, where the same shall connect with the southwesterly end or termination of the road of the New Jersey Railroad and Transportation Company, and thence to run, on the most eligible route, to the city of Trenton, and thence to some point on the line of the Camden and Amboy Railroad at or south of the borough of Bordentown, and there to connect with said Camden and Amboy Railroad, with as many sets of tracks as they may think necessary; which road and tracks shall be of the same width, dimensions and construction as the Camden and Amboy Railroad and track; with a spur or lateral railroad to connect with the said railroad above authorized to be constructed, at some point in the city of Trenton, to be fixed on by the said company, with the assent of the corporation of the said city of Trenton, and extend from thence to the Delaware river, at the Trenton Delaware bridge."

"That for the purpose of enabling them to construct said roads, the said United Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies be and they are hereby invested with all the powers and au-



thority which they now possess, and entitled to all the privileges and emoluments to which they are now entitled under the act entitled "An act to incorporate the Delaware and Raritan Canal Company," passed February fourth, eighteen hundred and thirty, the act entitled "An act to incorporate the Camden and Amboy Railroad and Transportation Company," passed February fourth, eighteen hundred and thirty, and the several acts supplementary to the said acts, or either of them, as far as the provisions thereof are now in force, and not repealed, altered or modified by subsequent acts; 10 and shall be subject to all the provisions, conditions, liabilities, limitations and restrictions to which they are now subject under said acts; *provided*, that in the assessment of the damages done to the owner or owners of the lands through which the said railroads may pass, the benefit which shall or may result to the said owner or owners from the construction of said railroad shall not be taken into consideration."

"That the said united Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies shall be liable to pay to this State, at the same stated 20 periods, the same transit duties for goods, wares and merchandise, and for passengers transported on or over said road from Bordentown, from the Trenton Delaware bridge, or from the city of Trenton to the city of New Brunswick, or from the city of New Brunswick to Trenton, the Trenton Delaware bridge or Bordentown, that they would be liable to pay to the State for the same goods and passengers if they had been transported on the Camden and Amboy Railroad from Camden to South Amboy; *provided however*, that it shall not be lawful to charge more than five cents per mile 30 for the transportation of each and every passenger on the road hereby authorized, and not to exceed the same rate for the transportation of each and every way passenger on the road of the Camden and Amboy Railroad and Transportation Company."

"That it shall be lawful for the said united Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies, by and with the assent of the President and Directors of the Trenton and New Brunswick Turnpike Company, and on such terms with respect to them- 40

selves as may be agreed on between them, to locate the said railroad hereby authorized to be constructed from New Brunswick to Trenton, on the line of said turnpike road, with such variations therefrom as the nature of the ground shall, in their opinion, require; and that the said railroad hereby authorized to be constructed, whether laid on the said turnpike road, or not, shall be redeemable by this State at the same time that the said Camden and Amboy Railroad is redeemable, or at any time afterwards, but not before, 10 without the consent of the said united companies, and on the same terms that the said Camden and Amboy Railroad is redeemable by the laws now existing and in force on that subject."

"That nothing in this act contained shall be construed, held, deemed, or taken in any way to affect, impair or defeat the right of the State of New Jersey of, in or to the shares they now hold of the capital stock of the said Delaware and Raritan Canal Company, and the Camden and Amboy Railroad and Transportation Company, or the inte- 20 rest or dividends accruing thereon, and to the transit duties for the transportation of goods, wares and merchandise, and of passengers on said canal and railroad, or the right of redeeming said works, according to the provisions now in force in the charters of the said companies, and acts supplementary thereto; but the State shall be and remain entitled to their said rights, privileges and emoluments as fully as if this act had not been passed."

"That this act shall not go into effect, and the said united Delaware and Raritan Canal and Camden and Amboy Rail- 30 road and Transportation Companies, or either of them, shall not be authorized to proceed in the construction of the said railroad hereby authorized to be erected, or any part thereof, until the boards of directors of each of the said companies respectively, or the joint board of directors of the said two companies shall certify their acceptance of this act as a supplement to and part of the charter of said companies, under the hands of the President and Secretary and the corporate seal of the said joint companies, and of each of the said companies, respectively, and file the same in the office of 40 the Secretary of this State, who, in such case, shall cause a

certified copy of said certificate of acceptance to be published in connection with this act, among the laws of this State, which said publication shall be deemed competent and plenary evidence of such acceptance."

And your orators further show unto your Honor, that the said act was accepted by the said companies in the manner and form provided by said act, and the acceptance was duly filed with the Secretary of State on the tenth day of June, A. D. eighteen hundred and thirty-seven, and the said act thereby became a part of the charter of the said companies. 10

And your orators further show unto your Honor, that on the fourteenth day of March, in the year eighteen hundred and fifty-four, the Legislature of New Jersey passed another act, entitled "A further supplement to the act, entitled 'An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies,' in the following words:

"Whereas, by reason of the existing contracts between the State of New Jersey and the Delaware and Raritan Canal, and Camden and Amboy Railroad and Transportation Companies, as set forth in their acts of incorporation, and the other acts in relation to the said companies, they are possessed of certain exclusive privileges which prevent the construction, except by their consent, of any other railroad or railroads in this State, which shall be intended or used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroads of the said companies, and the extinguishment of those exclusive privileges is an object of great public importance, that can be attained only by the State's purchasing the railroads and appendages of the said companies, or by their consent; and whereas, to increase the rapidity and safety of travelling upon the said railroads, the same should be made as straight as practicable,—now, therefore,

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey*, That after the first day of January, in the year eighteen hundred and sixty-nine, it shall be lawful, without the consent of the said Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Com- 40



panies, to construct any railroad or railroads in this State, for the transportation of passengers and merchandise between the cities of New York and Philadelphia, or to compete in business with the railroads of the said joint companies, without thereby in any wise impairing the right of the State to its stock in the said joint companies, or either of them, the dividends thereon, or to the transit duties which the said joint companies are now required to pay to the State; and that it shall not be lawful, before the said first day of January, eighteen hundred and sixty-nine, to construct any other railroad or railroads in this State without the consent of the said joint companies, which shall be used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the said joint companies, or that may in any manner be used or intended to be used, for the purpose of defeating the true intent and meaning of the act passed March the second, eighteen hundred and thirty-two, and entitled "A supplement to an act entitled

10 'An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies,'"

20 or of this act, which intent and meaning are hereby declared to be fully and effectually to protect, until the first day of January, eighteen hundred and sixty-nine, the business of the said joint companies from railroad competition between the cities of New York and Philadelphia."

"That the twenty-second section of the act entitled "An act to incorporate the Camden and Amboy Railroad and Transportation Company," passed February the fourth,

30 eighteen hundred and thirty, be and the same is hereby so amended as to postpone the time for the State's purchasing the railroads and appendages of the said company, so that the said purchase may be made at the same time that is now fixed by law for purchasing the canal and feeder, with the appendages of the Delaware and Raritan Canal Company, and not sooner; and the time for appointing the appraisers provided for in the twenty-fifth section of the act incorporating the said canal company, and in the twenty-second section of the act incorporating the said railroad company, is hereby fixed and declared to be in the year of our Lord one thousand eight hundred and eighty-eight."

## AMENDMENT PURSUANT TO ORDER OF JULY 30TH, 1862.

*And your orators further show unto your Honor, that after the passage and approval of the said last recited act, and on or about the seventeenth day of April, in the year eighteen hundred and fifty-four, the Joint Board of Directors of the said two companies, and the Board of Directors of each of said Companies respectively, did certify their acceptance of the said last recited act as a supplement to and part of the charter of the said companies, under the hands of the President and Secretary, and the Corporate Seal of the said Joint Companies, and of each of the said companies 10 respectively; and afterwards, on or about the first day of June, in the same year, and within three months from the passage of said act, your orators filed the said certificate in the office of the Secretary of State of this State, who caused a certified copy thereof to be published, in connection with said act, among the laws of this State which were passed at the same session of the Legislature. And your orators further state and show that the said act was accepted by the said companies in the manner and form provided by said act, and the acceptance was certified, filed and published in the manner 20 and form required by said act, and the said act thereby became and now is a part of the charter of said companies, your orators in this bill.*

And your orators further show unto your Honor, that, confiding in said acts and the privileges therein granted to them, your orators proceeded, at great cost and expense, to construct and complete the said railroad and the said canal, and have ever since maintained and employed the same for the transportation of persons and property, and have derived therefrom just and reasonable gains and profits, and have al- 30 ready paid to the State more than two million six hundred thousand dollars on account of the said contracts, and are yearly paying to the State, on account of the said contracts, very large sums of money, and have, in all respects, conformed to the provisions and requirements of said acts, which by them were to be kept and performed, and are consequently

entitled to enjoy the privileges and receive the tolls in said acts granted to them, and especially to enjoy the privileges granted in the second section of the act passed March second, eighteen hundred and thirty-two: "That it shall not be lawful, at any time during the said railroad charter, to construct any other railroad or railroads in this State without the consent of said companies, which shall be intended or used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroad authorized by the act to which this supplement is relative, and those granted in the first section of the act passed on the fourteenth day of March, eighteen hundred and fifty-four," viz: "That it shall not be lawful, before the first day of January, eighteen hundred and sixty-nine, to construct any other railroad or railroads in this State without the consent of the said joint companies, which shall be used for the purpose of transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the said joint companies, or that may in any manner be used or intended to be used for the purpose of defeating the true intent and meaning of the act passed March the seventh, eighteen hundred and thirty-two, and entitled 'A supplement to an act entitled "An act relative to the Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies,"' or of this act, which intent and meaning are hereby declared to be fully and effectually to protect, until the first day of January, eighteen hundred and sixty-nine, the business of the said joint companies from railroad competition between the cities of New York and Philadelphia."

And also to enjoy the exclusive right of conveying and transporting persons and property by railroad between New York and Philadelphia without hindrance, competition or interruption from any other corporation or corporations authorized to own a railroad between other places, by making use of their railroads or portions of their lines of railroad, to establish a railroad communication between the said cities of New York and Philadelphia, to carry and transport passengers and merchandise between the said cities, or that



may in any manner be used or intended to be used for the purpose of competing in business with said railroads of the said companies, or defeating the true intent and meaning of the said acts.

And your orators further show unto your Honor that they are more especially entitled to the peaceable possession and enjoyment of the said rights and privileges, because a very large portion of the work done and money expended in the construction of their said canal and railroad was done and expended after the enactment of the said respective acts 10 above recited, and on the faith thereof, and especially after and on the faith of the said act passed March the second, eighteen hundred and thirty-two; and that after the passage of the said act, to wit: in the year eighteen hundred and thirty-four, and since that time, your orators, on the faith of said laws, borrowed several millions of dollars on their bonds, issued for the purpose of borrowing money to complete said works, which bonds are now held by many hundred persons in this country, and in foreign countries; and on the faith of 20 said laws a large part of the capital stock of your orators has changed hands and been purchased by persons now holding the same. And your orators show that since the passage of the said act, which was passed on the fourteenth day of March, in the year eighteen hundred and fifty-four, your orators have raised large amounts of money by the issue and sale of their bonds on the faith of said act, as well as the said prior acts, for the purpose of improving and perfecting their said works, and a large portion of their capital stock has been purchased by various persons, now holding the same on the faith of said acts; and your orators have expended large 30 amounts of money in the improving and perfecting of their said works on the faith of said acts.

And your orators further show unto your Honor, that by the original charter of the said Delaware and Raritan Canal Company, no conditions were imposed as to the width or depth of the canal to be constructed by said company; but by a supplement to said charter, passed on the third day of February, eighteen hundred and thirty-one, extending the period at which the State might take the works of said company, by appraisement, from thirty to fifty years, and grant- 40

ing other rights to said company, it was provided that the privileges thereby granted were upon the express condition that the said canal should be constructed from the Delaware to the Raritan river seventy-five feet wide on the water line, and the water therein to be seven feet deep throughout, the locks thereof to be at least one hundred feet in length and twenty-four feet in width in the clear. And your orators show that this condition at the time of its enactment was deemed a very onerous one, and one which the then stock-  
 10 holders of the said company were unwilling to accept; but that, in consequence of the union of the said company with the Camden and Amboy Railroad and Transportation Company, and of the grant of the exclusive rights and privileges made to the said Joint Companies in and by the said act of March second, eighteen hundred and thirty-two, the said Delaware and Raritan Canal Company was induced and encouraged to accept the said condition, and did construct the said canal according to the dimensions imposed in the said proviso above recited, and have since that time, in the same  
 20 confidence, enlarged the said canal to an average depth of eight feet, and lengthened the locks to two hundred and ten feet, so that the said canal has become one of the noblest improvements of that kind in this country.

And your orators further show unto your Honor that on the seventeenth day of March, eighteen hundred and fifty-two, the Legislature of the State of New Jersey passed an act entitled "An act to incorporate the Camden and Atlantic Railroad Company," by which they created a body corporate in fact and in name, by the name of "The Camden  
 30 and Atlantic Railroad Company," and authorized them to survey, lay out and construct a railroad from the city of Camden, in the county of Camden, or from some point within one mile of said city, to be determined on by the said company, to run through the counties of Camden and Atlantic to the sea at or near Absecom Inlet, in the said county of Atlantic; *provided always*, that it shall be lawful for the said company to make or construct two branch railroads from some convenient point on the said main road, to be determined on by the said company, the one to run to the  
 40 village of Batsto, in the county of Burlington, and the other



to the village of May's Landing, in said county of Atlantic, not exceeding one hundred feet in width for either branch or main road, except in such places where, from the depth of the excavation or the height of the embankment, it is necessary to take more land for the slope and protection of the side banks of said railroad, in which case so much land as may be necessary for the purpose, and no more, shall be taken, with as many sets of tracks and rails as the company shall deem necessary; and it shall and may be lawful for the said president and directors, their agents, engineers, superintendents, or others in their employ, to enter at all times upon all lands and waters for the purpose of exploring, surveying, leveling, or laying out the route or routes of such railroad or lateral and branch roads, and of locating the same; and to make and erect all necessary works, buildings, and appendages thereof, doing no unnecessary injury to private or other property, and when the route or routes of such road, or lateral and branch roads, have been determined upon and a survey of such route or routes deposited in the office of the Secretary of State, then it shall be lawful for the said company, by its officers, agents, engineers, superintendents, contractors, workmen, and other persons in their employ, to enter upon, take possession of, hold, have, use, occupy and excavate any such lands, and to erect embankments, bridges, ferries, and all works necessary, to lay rails, and do all other things which shall be suitable or necessary for the completion or repairs of the said road or roads, subject to such compensation as is hereinafter provided.

And your orators further show that the said act was duly accepted by the said company, and their road was located from Camden to a point on the sea at or near Absecom Inlet, and the survey of the route deposited in the office of the Secretary of State, in the years eighteen hundred and fifty-two, eighteen hundred and fifty-three, and eighteen hundred and fifty-four, but they did not at that time, nor have they since, as your orators are informed and believe, filed any survey of the branch road authorized by this act to be made to Batsto, in the county of Burlington, from some convenient point on the said road. The road was built and constructed by said corporation from Camden to Atlantic City,



commencing at a point in Camden within half a mile of the terminus of the railroad of your orators, and crossing the same on the same level within or near the limits of the city of Camden, or at some point within a mile of said city.

And your orators further show unto your Honor, that the Legislature of the State of New Jersey passed another act on the twentieth day of March, eighteen hundred and fifty-seven, authorizing the Camden and Atlantic Railroad Company to survey, locate and construct a branch railroad from  
 10 any point on the line of the said company's road between the city of Camden and Haddonfield, to any point on the river Delaware between Kaighn's Point and the city of Gloucester, which act was accepted by the said company, and became a part of their charter.

And your orators further show unto your Honor, that the Legislature of the State of New Jersey, on the third day of March, in the year eighteen hundred and fifty-four, passed an act entitled "An act to incorporate the Raritan and Delaware Bay Railroad Company," whereby they ordained, constituted and declared the persons therein named, and such  
 20 others as might thereafter be associated with them, to be a body corporate and politic in fact and in name, by the name of "The Raritan and Delaware Bay Railroad Company," and they are authorized and invested with all the rights and powers necessary and expedient to survey, lay out and construct a railroad from some suitable point on the Raritan bay, eastward of the village of Keyport, in the county of Monmouth, to the village of Tom's River, in the county of Ocean, and thence through the counties of Ocean and Burlington to May's Landing, in the county of Atlantic, thence  
 30 through the counties of Atlantic and Cape May to Cape Island, on the Atlantic Ocean.

And your orators further show unto your Honor, that the Legislature of New Jersey, on the twelfth day of February, eighteen hundred and fifty-five, passed a supplement to the said act, entitled "A supplement to the act entitled 'An act to incorporate the Raritan and Delaware Bay Railroad Company, approved March third, eighteen hundred and fifty-four,' by which it was enacted, amongst other things, as  
 40 follows, to wit: "That the said corporation, meaning "the

Raritan and Delaware Bay Railroad Company," shall have power to straighten the line of the said railroad wherever it may be deemed necessary ; provided that the said line shall pass through the village of Squankum, in Monmouth county, of May's Landing, in Atlantic county, and of Tuckahoe, in Cape May county.

And your orators further show unto your Honor, that said act and the said supplement thereto were duly accepted, and the said corporation has been actively engaged with the construction of their railroad, which is being rapidly completed, 10 and will, by the month of August next, as your orators are informed and believe, be in running order from its terminus on the Raritan Bay to the village of Atsion, in the county of Burlington ; but your orators are informed, and believe it to be true, that they have never filed any survey of their route through the county of Ocean or the county of Burlington, in the office of the Secretary of State, and that they are not constructing the said road on the route between the termini and points designated in their charter, nor are they pursuing in the said location the route prescribed by the said 20 supplement of February twelfth, eighteen hundred and fifty-five ; on the contrary, the said company have located their railroad so as to run near Squankum, in the county of Monmouth, and thence, instead of going in the direction of May's Landing, the next point called for in the said supplement, they have located the same to run near Manchester, in the county of Ocean, and thence to diverge about ten miles to the westward of the direct route to May's Landing, and to run in a south-westerly direction to a place called Atsion, at or near the extreme north-west corner of the county of At- 30 lantic, for the evident purpose—and your orators charge it to be for the actual purpose—of approaching nearer to the city of Philadelphia, and by means of a connection with the Camden and Atlantic Railroad, forming a continuous and convenient railroad line to Camden, opposite the said city, and thereby of interfering with the rights guaranteed to your orators as before expressed ; and this they have done although there are no obstacles in the way of locating said road in a direct course from Squankum to May's Landing.

And your orators further show that the said Raritan and 40

Delaware Bay Railroad Company or the said Camden and Atlantic Railroad Company, or both, are now grading and constructing a branch railroad from Atsion, aforesaid, where it is to connect with and form a continuation of the said Raritan and Delaware Bay Railroad, and thence running nearly in a westerly direction towards the city of Philadelphia, for a distance of about nine or ten miles, to a point in the line of the said Camden and Atlantic Railroad, about eighteen miles from the city of Camden, and about a mile  
 10 westerly of a station called Jackson station, near the village of Jackson. Your orators charge that the said branch railroad is being built by the Raritan and Delaware Bay Railroad Company, under some agreement with the Camden and Atlantic Railroad Company, or by both of said companies combining together, or by one of them with the co-operation of the other, for the purpose and intent of thereby forming a continuous line of railroad over the said Camden and Atlantic Railroad, the said Branch and the said Raritan and Delaware Bay Railroad, from Camden to Port Monmouth,  
 20 and for the purpose and with the intent thereby and by means of steamboats at each end of said railway line, of establishing a direct line of communication for the transportation of passengers and property between the cities of New York and Philadelphia and intermediate places, and thereby of interfering with the railroad business of your orators, and the rights and privileges secured to your orators as aforesaid.

And your orators further show unto your honor, that they have been informed and believe that there is or are one or more agreement or agreements in writing existing between  
 30 the said Raritan and Delaware Bay Railroad Company and the said Camden and Atlantic Railroad Company, heretofore made between them, having in view the constructing and perfecting, by means of their respective railroads and a convenient connection between them, of a continuous and convenient line of railway communication across New Jersey, from the city of Camden, on the Delaware river, to Port Monmouth, on Raritan Bay, and having in view the continuation of said line, at either end thereof, by steamboat transportation to the cities of New York and Philadelphia respectively—thus having in view the forming of a continuous  
 40



line of railway and steamboat communication between the said cities calculated and intended to compete in business with the railroad business of your orators between the said cities of New York and Philadelphia, contrary to your orators' vested rights in that behalf; and also an agreement or agreements in writing existing between the said companies, having in view the transportation of persons and property across and upon said contemplated line of communication, and the regulation, and management, and distribution of the proceeds thereof. And your orators charge that the said 10 railroad from the Camden and Atlantic Railroad, near Jackson station, to the Raritan and Delaware Bay Railroad, near Atsion, is being constructed in pursuance of said agreement or agreements, or for the purpose of carrying the same into operation and effect.

And your orators further show that the said parties before mentioned, in constructing the said branch, are using extraordinary exertions and progressing rapidly with the work, that printed placards have been posted up at various places in the neighboring counties, advertising for cross ties for 20 this purpose, in the following words and figures, viz:

### CROSS TIES WANTED.

CASH WILL BE PAID FOR

### CROSS TIES,

Delivered on the line of Camden and Atlantic Railroad in lots of 500 and upwards.

Apply to

JOHN TORREY, JR.,

May 15th, 1862.

At Atsion or Jackson.

That other printed placards have been circulated and 30 posted, advertising for laborers, and inducements offered to collect a large force to push the work through rapidly, in the following words and figures, viz:

### WAGES.

\$1.10 PER DAY CASH,

AT THE END OF EACH MONTH.

## LABORERS WANTED

ON THE

## BATSTO BRANCH

Of the Camden and Atlantic R. R., only 20 miles from Philadelphia.

Apply to the subscriber at the Railroad Store,

AT ATSION,

Six miles from Spring Garden Station, on the Camden and Atlantic R. R.  Country very healthy and work dry.

10-

JOHN TORREY, JR.,

June 1st, 1862.

Contractor.

And your orators further show unto your Honor that articles have appeared in the newspapers of this State, and the neighboring cities, calling the attention of the public to the aforesaid roads and connections, and representing them as a new route to New York from Philadelphia. That among others, an article appeared in the Philadelphia *Inquirer*, a newspaper published in the city of Philadelphia, under date of June 26, 1862, accompanied by a map showing the new  
20 route to New York and its connections, and declaring that the same will be open for business, as is expected, by July 15th, 1862, which said article contains, among other things, the following sketch of the said road, and the distances between the various points thereof:

A NEW RAILROAD BETWEEN PHILADELPHIA AND NEW YORK—A SKETCH OF THE NEW RAILROAD—PENNSYLVANIA CAPITALISTS INTERESTED.—Within a week past parties interested in railroad management have heard indistinct rumors of the completion of a line, destined not only materially to  
30 affect the traveling public of Philadelphia and New York, but to work a revolution and probably inaugurate a railroad war in New Jersey.

Under a legislative act of March 2d, 1832, and its supplements, the Camden and Amboy Railroad Company has claimed the exclusive right of the carrying business between the two great cities of New York and Philadelphia, the grant of the State of New Jersey being in substance "that it shall not be lawful at any time during the continuance of the char-

ter, to construct any other railroad, without the consent of the companies, which shall be intended or used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the Camden and Amboy Railroad." The original charter of the company was approved February 4th, 1830. Other provisions have been embodied during the last score of years, but their purport is not essentially different from that of the paragraph above given.

Parties have ventured, however, *in a quiet manner*, to obtain a charter for a rival road, and to proceed with its construction. The prospects now are, that the opposing route will be open for travel within forty days of the present time, and that under a low rate of fare (about \$2 between New York and Philadelphia), it will use every exertion to overcome the legal and physical obstacles of the existing lines. A long course of litigation will probably ensue.

THE NEW ROUTE.—The new line is known at the "Raritan and Delaware Bay Railroad." We will not in this article, recapitulate all the circumstances under which the charter was obtained. The capital, it is understood, was fixed at \$2,000,000, in shares of \$100 each. Bonds to the amount of over one million of dollars have already been disposed of, at sixty or seventy cents on the dollar, in Wall street, Third street and in London. General powers were given to construct a railroad from some point on the shore of the Raritan Bay to the lower Peninsula of New Jersey, intersecting the Camden and Atlantic Railroad.

A reference to the map will show the position of Port Monmouth, the northern terminus of the line on Raritan Bay, twenty-three miles distant from New York. The Port is eight miles nearer to the sea than Amboy, and is within sight of Sandy Hook Lighthouse. Leaving the terminus, the road passes southward, through Monmouth county. At Eatontown, ten miles below Raritan Bay, a branch leaves the main line and runs for five miles to Long Branch. The main line now diverges gradually to the south-west, and crossing Ocean and Burlington counties, reaches the Camden and Atlantic Railroad in Camden county, about twenty miles from Philadelphia. Here a connection will probably be formed, and



the road of the last named Company used to this city. The distances will be about as follows :

|                                          | Miles. |
|------------------------------------------|--------|
| Kaighn's Point to Jackson, - - - -       | 21     |
| Jackson to Atsion, - - - -               | 6      |
| Atsion to Butler House, - - - -          | 12     |
| Butler House to Hilliard's, - - - -      | 7      |
| Hilliard's to Manchester, - - - -        | 13     |
| Manchester to Bergen Iron Works, - - - - | 5      |
| Bergen Iron Works to Squankum, - - - -   | 5      |
| 10 Squankum to Farmingdale, - - - -      | 5      |
| Farmingdale to Eatontown, - - - -        | 5      |
| Eatontown to Red Bank, - - - -           | 3      |
| Red Bank to Port Monmouth, - - - -       | 5      |
| Port Monmouth to New York, - - - -       | 23     |
| Total, - - - -                           | 110    |

LOCAL BUSINESS OF THE NEW ROUTE.—The local business of the new route will be unimportant for the next five years. The ocean counties of New Jersey contain thousands of acres of barren sand and stunted pine. A sirocco could not have blasted the country more effectually. The summer travel on the eastern end, between New York and Long Branch, and on the western end from Philadelphia to the Camden and Atlantic Junction, may yield a small profit. There is no town on the road containing over five hundred residents. A few glass works and two or three iron furnaces and saw-mills are scattered through the wilderness. The rail passes within fifteen miles of Barnegat, but "wreckers" are not proverbial for making railroad excursions, and the transportation of 30 pine wood, dried whortleberries, Barnegat clams and decayed shell fish, would not enable the company to declare a dividend of any *pecuniary* per s'cent.

Squankum is a section that might invite a capitalist. Here are numerous marl beds, the products of which will be required along the line of the road in Burlington and Ocean counties, as soon as settlers can be found.

And your orators further show unto your Honor, that they are informed and believe it to be true, that the Camden and Atlantic Railroad Company have sought and received the

assent of the City Council of the city of Camden to construct a spur of the said road from a point commencing about three miles east of Camden to Kaighn's Point, opposite to Washington street in the city of Philadelphia, and are contracting for and procuring land on the said route.

And your orators further show unto your Honor, that on the fifteenth day of March, eighteen hundred and fifty-nine, the Legislature of the State of New Jersey passed an act entitled "An act to incorporate the Kaighn's Point and Philadelphia Ferry Company," by which the corporators therein 10 named, John M. Kaighn, Stephen Coulter, Joel Bodine, George Browning, Henry Allen, John Cooper, Charles Kaighn, and their associates, were made and declared to be a corporation and body politic, by the name of "The Kaighn's Point and Philadelphia Ferry Company," and authorized them to erect a steamboat ferry between Kaighn's Point, in the city of Camden, and Philadelphia, at such place or places as may best serve the public convenience and interest of the said corporation.

And your orators further show unto your Honor, that the 20 junction of the road of the Camden and Atlantic Railroad Company with the Raritan and Delaware Bay Railroad Company at Atsion, or some place in the county of Burlington, by the branch now building, will create between the cities of New York and Philadelphia a line of Railroad communication across the State of New Jersey, and it will open a communication, by railroad and steamboat, between the said two cities, about one hundred and four miles in length, being only sixteen miles longer than complainants' route, and which will compete in business with the railroads of 30 your orators, and may be used for the purpose of defeating the true intent and meaning of the said acts of incorporation of your orators, and the said supplements thereto, and as your orators believe and charge will be so used.

And your orators further show unto your Honor, that they are informed, and believe it to be true, that the said Camden and Atlantic Railroad Company is insolvent, and the said Raritan and Delaware Bay Railroad Company are not able to respond in damages to your orators for the injury they 40 will sustain by such invasion of their rights.

And your orators further show unto your Honor, that no adequate compensation in damages can be made to the complainants for the injury which the defendants threaten and intend against them.

And your orators further show unto your Honor that they are informed and believe that Francis B. Chetwood, of Elizabeth, in Union county, in this State, is President of the said Raritan and Delaware Bay Railroad Company, and that Richard Jones, of Florence, in Burlington county, and William Torrey, of Manchester, in the county of Ocean, are Directors of the said Company, and that William A. Torrey and John Torrey, Jr., are agents or contractors under said Company; and that John Brodhead, of Philadelphia, is the President of the Camden and Atlantic Railroad Company, and that Joseph W. Cooper and Thomas McKeen, of Camden, and Samuel H. Richards, of Jackson, in the county of Camden, are Directors of the Camden and Atlantic Railroad Company, and that all of said persons above named are engaged in aiding and abetting the said companies in their said  
 10 wrongful acts; and your orators desire to make them parties defendant to this bill, in order to compel a discovery, under oath, of the matters hereinbefore alleged.

And your orators well hoped that no such road or portions thereof would be made by the said defendants, and that the complainants would have been permitted peaceably, without interruption, molestation or interference, to have and enjoy the proper benefit and advantage secured and intended to be secured to them by their acts of incorporation and the several acts and supplements in addition thereto, of transporting pas-  
 30 sengers and property from New York to Philadelphia, free from the competition of any other railroad; and free from the competition of any other corporation or corporations authorized by the Legislature to run railroads between other places, who, by intersecting and uniting with each other, may make use of their roads, or portions thereof, for establishing a through route from New York to Philadelphia, but a little longer than the route of the complainants.

But now so it is, may it please your Honor, that the said Camden and Atlantic Railroad Company, the Raritan and  
 40 Delaware Bay Railroad Company, Francis B. Chetwood,



Richard Jones, William Torrey, William A. Torrey, John Torrey, junior, John Brodhead, Joseph W. Cooper, Thomas McKeen, and Samuel H. Richards, colluding and confederating with each other, and with divers other persons, at present unknown to your orators, whose names, when discovered, your orators pray they may be at liberty to insert herein, with apt words, to charge them as parties defendants hereto, and contriving how to wrong your orators in the premises, and deprive them of the reasonable gains and profits which they are entitled to receive from the transportation of passengers and property over their road, and to hinder them in the enjoyment of the rights and privileges to which they were entitled by virtue of their said contracts with the State of New Jersey, and especially under the said second section of the said supplement to their act of incorporation, passed March second, eighteen hundred and thirty-two, and the said first section of the said supplement, passed March sixteenth, eighteen hundred and fifty-four, *did enter into* certain mutual agreements, understandings or arrangements to unite the said roads and form such junctions and intersections from Philadelphia to Kaighn's Point, from Kaighn's Point to Jackson, from Jackson to Atsion, from Atsion to Port Monmouth, on the Raritan Bay, and from thence to New York City; and to cause passengers and merchandise to be transported in the same cars over both roads; and to cause them to be conveyed without change from one terminus to the other; that the said confederates, in pursuance of the said agreements, are now grading and constructing the said branch road from Jackson to Atsion, and from Kaighn's Point to Jackson; that they have advertised for laborers and cross-ties by posted and printed notifications, and intend to finish the work, if possible, before the month of August, whereas your orators charge that neither of the said companies have any authority by law to connect their roads in the manner proposed; that the Legislature had no right to grant them any such power, in violation of the contract of the complainants; that the Camden and Atlantic Railroad Company have never filed any survey or location for a route for their branch to Batsto, although the survey and location of their road has been filed for more than eight years, and have no

authority before doing so to make any branch to Batsto; that Jackson is not a convenient point from which to make a branch road to Batsto, but is a convenient point from which to make a junction with the Raritan and Delaware Bay Railroad Company at Atsion, for the purpose of creating a through and connecting line of railway communication from New York to Philadelphia; that Atsion is not the natural direction for a branch road from the Camden and Atlantic Railroad to Batsto, and that the route they are now  
 10 making is not within the powers granted by the Legislature of making a branch to Batsto; that the said Raritan and Delaware Bay Railroad is located and being constructed on a route unauthorized by law; that the said Raritan and Delaware Bay Railroad Company are prosecuting their work rapidly in pursuance of said agreement; that neither of the said confederate companies are capable of responding in damages to your orators; that the injury threatened is not capable of compensation in damages.

And your orators expressly charge that the said confederates by their said acts and doings are now constructing railroads in this State, without the consent of your orators, which may be used, and are intended to be used, for the purpose of defeating the true intent and meaning of the act passed March the second, eighteen hundred and thirty-two, and the said act passed March fourteenth, eighteen hundred and fifty-four, which intent and meaning was fully and effectually to protect until the first day of January, eighteen hundred and sixty-nine, the business of your orators from railroad competition between the cities of New York and Philadelphia,  
 30 and from all competition whatever.

That both the construction of the said road from Jackson to Atsion, and the variation of the Raritan and Delaware Bay Railroad from their route towards Cape May to Atsion, are illegal and in violation of their respective charters and exclusive privileges of your orators.

That if the said roads are constructed, their construction will greatly depreciate the value of the franchise of your orators, will lessen the value of their stock and bonds, will deprive the stockholders, of whom the State of New Jersey  
 40 is one, of their reasonable profits, and subject your orators

to a pecuniary loss, which the said confederates would be unable to compensate, and deprive them of their rights and privileges, which cannot be adequately compensated for by damages.

And your orators expressly charge, that the intention of the said confederates is to make use of the said connection for the purpose of transporting passengers and merchandise between the cities of New York and Philadelphia, and that the said connection is being formed by the said branch road from Jackson to Atsion principally, if not entirely, for that 10 purpose.

And that the said confederates not only refuse to desist from further prosecuting the said designs and the work on the said railroads, but they, the said confederates, sometimes pretend and give out in speeches that they have a right, under their acts of incorporation, to construct the said roads on the said routes, in pursuance of the said designs; whereas your orators expressly charge the contrary thereof to be true, and deny that the said acts do or can legally confer upon them any such powers. 20

And at other times they give out and pretend that they are engaged in constructing the branch or lateral road to Batsto, in a manner authorized by the charter of the Camden and Atlantic Railroad Company, and that they have duly filed the survey of the route thereof in the office of the Secretary of State, as required by their charter; whereas your orators expressly charge the contrary thereof to be true.

And at other times they give out and pretend that the Raritan and Delaware Bay Railroad Company have filed a 30 location of their road through the county of Burlington, and that they are constructing their road in accordance with the same, and that they may legally construct said road to Atsion by virtue of the discretionary power in their charter; whereas, your orators expressly charge the contrary thereof to be true; that they have neglected to file a survey as required by law; that they have materially deviated from the location required by their charter, and that they only had a discretion in locating their road as to the advantage of routes, as a route between the points designated in their charter; 40



that the route upon which they are constructing said road is not a route between said points at all, but is a material deviation from their undertaking, a fraud upon the Legislature which granted their charter, and calculated and intended to defraud and injure your orators.

And at other times they give out and pretend that a junction of their roads in the manner intended, by which a competing route to that of your orators will be created, is no violation of the franchises of your orators; whereas your  
10 orators expressly charge the contrary thereof to be true.

And sometimes the said confederates deny that the said roads, when completed according to their present designs, may be used to compete in business with the roads of your orators, or to violate the exclusive privilege they enjoy under their contracts with the State of New Jersey, and the true intent and meaning of the said acts; whereas your orators expressly charge the contrary thereof to be true.

And sometimes the said confederates deny that they are now engaged in grading, leveling and constructing a railroad  
20 from Jackson to Atsion, and from Camden to Kaighn's Point, and allege that they have no design to form a junction of their two roads, nor have they any intention or mutual understanding to create and promote a railroad communication across the State of New Jersey, from a point on the Delaware river, opposite the city of Philadelphia, to a point on the Raritan Bay, opposite the city of New York; whereas your orators expressly charge that they are now engaged in constructing said railroad from Jackson to Atsion, and from Camden to Kaighn's Point, and that they intend and have a  
30 mutual understanding to create and promote a railroad communication from the Delaware river, opposite the city of Philadelphia, to the Raritan Bay, opposite the city of New York.

All of which actings and doings, and threatened acts and doings, are contrary to equity and good conscience, and will be a nuisance to the rights and franchises of the complainants, legally acquired as aforesaid under their acts of incorporation, the additions and supplements thereto.

In consideration whereof, and for as much as your orators  
40 can only have adequate relief in the premises in a court of

equity, where matters of this nature are properly cognizable and relievable, to the end thereof, that the said the Camden and Atlantic Railroad Company, and the Raritan and Delaware Bay Railroad Company, Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey, John Torrey, jr., John Brodhead, Joseph W. Cooper, Thomas McKeen, and Samuel H. Richards, and their confederates, when discovered may, upon their several and respective corporal oaths, full, true and perfect answer make to all and singular the matters hereinbefore stated and charged, as fully and particularly as 10 if the same were here repeated, and they thereunto distinctly interrogated, and more particularly that they may, according to the best of their several and respective knowledge, remembrance, information and belief, full, true, direct and perfect answer make to each and every of the interrogatories hereunder written. That is to say:

First—Whether they have not advertised for cross ties, to be delivered on the so-called line of the Camden and Atlantic Railroad Company at Atsion or Jackson?

Second—Whether they have not advertised for laborers 20 on the so-called Batsto branch of the Camden and Atlantic Railroad, with directions to apply at Atsion?

Third—Whether the terminus of the so-called Batsto branch, near Jackson station, is a convenient point on the Camden and Atlantic Railroad from which to make a branch to Batsto, intended solely for a local road, and whether the nearest and most practicable route for such a road is by Atsion?

Fourth—Whether they are not now engaged, and have not been for some time past, in making a railroad from 30 Jackson, or some other point near Jackson station, on the railroad of the Camden and Atlantic Railroad Company to Atsion, or some other point of junction with the Raritan and Delaware Bay Railroad Company? and whether portions of the same have or have not been let out to contractors? and whether any survey of the route has been filed as required by their charter?

Fifth—Whether they have not recently purchased land at or near Kaighn's Point, for the purpose of a spur which they are making from the Camden and Atlantic Railroad 40



at or near Camden to Kaighn's Point? and whether they are not working upon the said route? and whether they have not let a portion of the said road to contractors?

Sixth—Whether the object of the defendants in making the said branch or branches is or is not to connect with the Raritan and Delaware Bay Railroad, so as to afford a continuous line by railroad and steamboat from Philadelphia to New York?

Seventh—Whether any officer or officers of the Raritan  
10 and Delaware Bay Railroad Company, or of the Camden and Atlantic Railroad Company, or William Torrey, or John Torreh, jr., have at any time avowed their intention of making said connection for the purposes aforesaid?

Eighth—What is the distance or about the distance, from Camden to Port Monmouth and New York, by way of the said contemplated new route? and what are the intermediate distances between the principal points thereon?

Ninth—Whether an agreement or agreements in writing have not been made and are not now in existence between  
20 the corporations defendants, or to which they or one of them are parties, having in contemplation the said contemplated new route, and the transaction of business thereon, or in relation thereto; and what those agreements are? stating particularly the contents thereof, and the parties thereto, in full?

Tenth—Whether an arrangement or arrangements of some kind (stating particularly the same,) have not been made by or with the defendants, or some of them, for the opening and operation of said contemplated new route? If so, with whom, what are the terms and particulars thereof?

30 And that the said defendants, the Camden and Atlantic Railroad Company, the Raritan and Delaware Bay Railroad Company, and the said other defendants and their confederates, their engineers, contractors, officers, agents and servants may, by the decree of this Honorable Court, be enjoined and restrained from and against making or completing said branch railroad from Jackson to Atsion, and from making the intended junction between the respective railroads of the defendants at Atsion or any other place, for the purpose of forming a continuous line between Philadelphia and  
40 New York, or in any other mode attempting to connect the



said roads in such manner as to form a continuous line of conveyance by railroad from the Delaware river to Raritan Bay, or which may be used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the complainants, or that may in any manner be used, or intended to be used, for the purpose of defeating the true intent of the contracts made by the State with the complainants, to protect until the first day of January, eighteen hundred and sixty-nine, the business of the complainants' 10 railroads from competition between the cities of New York and Philadelphia; and that the said Raritan and Delaware Bay Railroad Company may be enjoined and restrained from further constructing their railroad on the said line deviating to Atsion as aforesaid, or on any line deviating materially to the west of the direct route from Squankum to May's Landing; and that your orators may have such further or other relief in the premises as the nature of the circumstances of this case may require, and as may be agreeable to equity and good conscience. 20

May it please your Honor, the premises considered, to grant to your orators not only the State's writ of injunction, issuing out of and under the seal of this Honorable Court, to be directed to the said the Camden and Atlantic Railroad Company and the said the Raritan and Delaware Bay Railroad Company, Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey, John Torrey, jr., John Brodhead, Joseph W. Cooper, Thomas McKeen and Samuel H. Richards, to enjoin and restrain the said defendants, and each of them, and their engineers, contractors, and several officers, 30 agents and servants, and all persons in their employment, from and against making or completing the said branch railroad from Jackson to Atsion, and from making the intended junction between the respective railroads of the defendants at Atsion, or any other place, for the purpose of forming a continuous line between Philadelphia and New York, or in any other mode attempting to connect the said roads in such manner as to form a continuous line of conveyance by railroad from the Delaware to the Raritan, or which may be used for the transportation of passengers or merchandise be- 40

- tween the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the complainants, or that may in any manner be used, or intended to be used, for the purpose of defeating the true intent of the contracts made by the State with the complainants, to protect until the first day of January, eighteen hundred and sixty-nine, the business of the complainants' railroads from competition between the cities of New York and Philadelphia; and that the said Raritan and Delaware Bay Railroad Company may be enjoined and restrained from further constructing their railroad on the said line deviating to Atsion as aforesaid, or on any line deviating materially to the west of the direct route from Squankum to May's Landing; but also a writ or writs of subpoena of the State of New Jersey, to be directed to the said the Camden and Atlantic Railroad Company and the Raritan and Delaware Bay Railroad Company, Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey, John Torrey, jr., John Brodhead, Joseph W. Cooper, Thomas McKeen and
- 10 Bay Railroad Company may be enjoined and restrained from further constructing their railroad on the said line deviating to Atsion as aforesaid, or on any line deviating materially to the west of the direct route from Squankum to May's Landing; but also a writ or writs of subpoena of the State of New Jersey, to be directed to the said the Camden and Atlantic Railroad Company and the Raritan and Delaware Bay Railroad Company, Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey, John Torrey, jr., John Brodhead, Joseph W. Cooper, Thomas McKeen and
- 20 Samuel H. Richards, therein and thereby commanding them, and each of them, at a certain day, and under a certain penalty, therein to be expressed, personally to be and appear before your Honor, in this Honorable Court, then and there to answer the premises, and to stand to, abide by, and perform such decree as to your Honor shall seem meet, &c.

And your orators, as in duty bound, will ever pray, &c.

## AFFIDAVITS.

STATE OF NEW JERSEY, }  
 County of Mercer, } ss.

ROBERT F. STOCKTON, being duly sworn, deposeth and saith that he is President of the Delaware and Raritan Canal Company, one of the complainants in the foregoing bill mentioned, and has been President of said Company during nearly the whole period of its existence, and has been a member of the Joint Board of Directors of the United Delaware and Raritan Canal and Camden and Amboy Railroad 10 and Transportation Companies during the whole period which has elapsed since the union of the two Companies, under and by virtue of the act of the Legislature of New Jersey, passed on the fifteenth day of February, in the year one thousand eight hundred and thirty-one, entitled "An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies," and recited in the foregoing bill; and that during all that period this deponent has been intimately acquainted with the affairs of the said Joint Companies, except during 20 a short period in the late war with Mexico.

And this deponent says, that the statements made in the foregoing bill are, as this deponent believes, all true; that so far as they relate to his own act and deed and the acts of the said Companies, he knows them to be true; that the acts of the Legislature, in said bill recited, were accepted as therein respectively is required; that under and by virtue of the said acts respectively, the said Companies proceeded to organize themselves, and to construct the canal and railroads which they are thereby required to construct, and transferred 30 to the State of New Jersey two thousand shares of the capital stock of the said Joint Companies, that is to say, one thousand shares under the act entitled "An act relative to the Camden and Amboy Railroad and Transportation Company," passed the fourth day of February, eighteen hundred and thirty-one; and one other thousand shares under the act entitled "A supplement to an act entitled 'An act relative to the Delaware and Raritan Canal and Camden and Amboy



- Railroad and Transportation Companies," passed March second, eighteen hundred and thirty-two; and transferred said stock to the State soon after the passage of said acts respectively, and in pursuance thereof, on which shares the said State has received all the dividends due and payable thereon for about thirty years past, amounting to a very large sum of money. Also, that the said Joint Companies have paid to the State of New Jersey transit duties on passengers and freight, as required by the said several acts.
- 10 Also, that a large portion of the work done and expense incurred in the construction of the canal and railroads of the said Companies, was done and incurred after the month of March, eighteen hundred and thirty-two, and on the faith of the act passed on the second day of the said month in that year, entitled "A supplement to an act entitled 'An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies,'" which act is recited in the foregoing bill. Also, that the said united or Joint Companies, after the passage and on the faith of
- 20 said act, were induced and encouraged to make their canal of the enlarged dimensions of seventy-five feet wide and seven feet deep, as required by the proviso of an act passed the third day of February, in the year eighteen hundred and thirty-one. Also, that the said Joint Companies, for the purpose of raising funds to construct their said canal and railroads and to perfect and complete the same, in the year eighteen hundred and thirty-four and subsequent years, made large loans of money, amounting to several millions of dollars, by the issue and sale of their bonds, which
- 30 were all negotiated and purchased on the faith of the said act of March second, eighteen hundred and thirty-two, and a large amount of said bonds were issued and sold since the month of March, eighteen hundred and fifty-four, and on the faith of the act passed on the fourteenth day of said month, in that year, and in said bill recited. Also, that a large portion of the capital stock of said companies has been negotiated and sold since the said several acts of March second, eighteen hundred and thirty-two, and March fourteenth, eighteen hundred and fifty-four, respectively, and
- 40 has been so negotiated and sold on the faith of said acts res-

pectively. Also, that the said companies have expended large amounts of money in constructing, completing and perfecting their said canal and railroads, on the faith of the said respective acts last mentioned.

And this deponent further saith, that he has received information from various sources, which induces him to believe that the defendants are engaged in effecting a connection whereby to establish a continuous line of steamboat and railroad communication across the State of New Jersey, between the cities of New York and Philadelphia, in the 10 manner stated in the foregoing bill; that such line of communication, if allowed to be completed, would most materially affect the railroad business of the said Joint Companies, by way of injurious competition therewith, and would be an essential violation of the contract and pledges made by the State of New Jersey to and with the said Joint Companies, in and by the said acts in the said bill recited.

R. F. STOCKTON,

Sworn and subscribed at Trenton, the 18th day of July,  
A. D., 1862, before me, 20

CALEB S. GREEN, M. C. C.

STATE OF NEW JERSEY, }  
Mercer County. } ss.

WILLIAM COOK, being duly sworn, deposes and saith that he is Chief Engineer of the Camden and Amboy Railroad and Transportation Company, and that he went into the employ of said company, as civil engineer, in the year eighteen hundred and thirty, and has been in their employ most of the time since that period; and further says that the said company constructed their railroad from Camden to Amboy 30 during the period embraced within about nine years next after the date of their charter; that a large portion of the work of constructing the same was performed after the passage of the act of the Legislature of New Jersey, entitled "A supplement to an act, entitled 'An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies,'" which supplement was passed the second day of March, in the year eigh-

teen hundred and thirty-two; that all that part of said railroad extending from Bordentown to Camden, was constructed after that time, and much of the remaining part; and that the whole of the branch road from New Brunswick to Trenton and Bordentown was constructed after that time; also, that a large portion of the Delaware and Raritan Canal was constructed after that time; and that said canal was made seventy-five feet wide, and seven feet deep, and has since been, at great expense, enlarged to an average depth of  
 10 eight feet, and the locks have been extended to two hundred and ten feet in length; and that a great amount of work has been done on said railroad and canal in enlarging and perfecting the same since the month of March, eighteen hundred and fifty-four.

And this deponent further says that he has heard the foregoing bill read, and that he believes all the statements therein to be true; and further says that he, this deponent, has recently visited the line of the Camden and Atlantic Railroad, and of the branch now being constructed from a point in said  
 20 road, near Jackson (about eighteen miles from Camden) to Atsion, a point on the projected line of the Raritan and Delaware Bay Railroad; and says that the allegations of the foregoing bill in relation to the rapidity with which the work is progressing on said branch, and with regard to the handbills put up calling for hands and cross-ties, are true, this deponent having seen and witnessed the same with his own eyes; and this deponent further says that he has seen the article in the daily newspaper called the *Philadelphia Inquirer*, set out in the said bill, and that the same was pub-  
 30 lished as therein is alleged, on the twenty-sixth day of June ultimo, in the paper of that date, together with a map showing a continuous line of railroad from Camden by way of the Camden and Atlantic Railroad and the said branch to Atsion, and thence by the Raritan and Delaware Bay Railroad to Port Monmouth on Raritan Bay, eastward of Keyport, a copy of which map is hereto annexed; and from all the inquiries this deponent was enabled to make, he firmly believes it to be the intention of the defendants, the Raritan and Delaware Bay Railroad Company and the Camden and  
 40 Atlantic Railroad Company, or of one of said companies, or



of some other parties or persons, by and under the authority, connivance and co-operation of the defendants, to establish a line of steamboat and railroad communication across the State of New Jersey by way of Camden, Atsion and Port Monmouth, directly between the cities of New York and Philadelphia, to compete in business with the railroad of the complainants between Camden and Amboy. And this deponent says that the said new branch which is being constructed, is so located as to form the most direct and convenient connection between the said Raritan and Delaware Bay and Camden and Atlantic railroads, for the purpose of making a continuous line of railway between Camden and Port Monmouth, and is evidently located and constructed for that purpose, and not for the purpose of a branch railroad to Batsto, under the charter of the Camden and Atlantic railroad, as is pretended by those who are constructing the same; and further says, that Batsto is about eight miles southeast of Atsion, and the branch aforesaid is being constructed so as to connect with the Camden and Atlantic Railroad about ten or eleven miles to the westward of Atsion, and if continued from Atsion to Batsto, would be eighteen or nineteen miles in length; whereas Batsto is distant only about six miles from the main line of the Camden and Atlantic Railroad, by a route entirely feasible for the construction of a branch railroad, whereby it is perfectly evident that the profession of constructing the branch in question as a branch to Batsto, authorized by the charter of the Camden and Atlantic Railroad Company, is a sheer evasion and pretence. And this deponent further says, that the location of the Raritan and Delaware Bay Railroad, 20 where it has been made so as to pass through or come to Atsion, is, in this deponent's opinion, a clear departure from the line allowed by the charter of the Raritan and Delaware Bay Railroad Company, or any of the supplements thereto now in force; that the said location is about twelve miles to the west of the route as defined in the original charter of the said company, that is, a direct line between Tom's River and Mays Landing, which passes over a level country entirely practicable as a railroad route; that by a supplement to the said original charter, passed February twelfth, 40

eighteen hundred and fifty-five, the said company were authorized to straighten the line of said road, provided that it should pass through the village of Squankum in Monmouth county, of Mays Landing in Atlantic county, and of Tuckahoe in Cape May county; and the said location to Atsion is some ten or eleven miles to the westward of said line, which is an entirely practicable line. And this deponent says that the said location has been thus diverted from the true and legal route of said company, evidently for the purpose of  
 10 veering off as near as possible to the city of Philadelphia without getting to the westward of Atlantic county; and that the said village of Atsion is situated at or near the extreme northwest corner of said Atlantic county; and from Atsion the said branch which is being built as aforesaid, extends nearly in a westerly direction, and nearly in the direction of the city of Philadelphia to a point in the Camden and Atlantic Railroad near Jackson as aforesaid. And this deponent says that amongst the inhabitants along the line of said route it is the general  
 20 understanding and belief that the same is to be used as a route for the transportation of passengers and property direct from the city of Philadelphia to the city of New York and *vice versa*. And this deponent says, that if the said Raritan and Delaware Bay Railroad were located and constructed on the direct route from Squankum to Mays Landing as aforesaid, it would intersect the said Camden and Atlantic Railroad at such a point that, without the construction of a connecting and intermediate branch between  
 25 said roads, the distance from Camden to Port Monmouth by such intersection would be so great and so indirect as not to offer much encouragement, if any, to competition with the Camden and Amboy Railroad in its business. And this deponent says that the location of said Raritan and Delaware Bay Railroad where it has been in fact located, and the construction of said branch from near Jackson to Atsion, are, in this deponent's opinion, a fraud upon the Legislature as well as against the said Camden and Amboy Railroad Company.

WM. COOK.

Sworn and subscribed at Trenton, the 17th day of July,  
A. D. 1862, before me.

CALEB S. GREEN, *M. C. C.*

STATE OF NEW JERSEY, }  
County of Mercer, } ss.

JOHN L. McKNIGHT, being duly sworn, deposeth and saith, that he is a Director of the Camden and Amboy Railroad and Transportation Company, and has been so for about thirteen years last past; that he is acquainted with Richard Jones, of Florence, in Burlington county, in this State, who 10 is a Director of the Raritan and Delaware Bay Railroad Company, and with whom this deponent has had several conversations in relation to the construction and route of the railroad of the said last-mentioned company, and its proposed connection with other roads; that in a conversation had with said Jones, in the month of May last, or about the first of June, he, the said Jones, said they had contracted to have their road done early in July of this year, so as to have the advantage of the Long Branch business from Philadelphia, referring to the resort of persons from Philadelphia to the 20 watering place of Long Branch on the Atlantic shore, in Monmouth county, in the hot summer months of July and August. And this deponent says, that on that occasion, the said Jones did not inform this deponent in what manner a connection was to be made between the said Raritan and Delaware Bay Railroad and Philadelphia, which this deponent has since discovered was by means of a branch railroad building from the village of Atsion to the Camden and Atlantic Railroad, west of Jackson Station. And this deponent says, that by thus drawing off the said travel be- 30 tween the city of Philadelphia and Long Branch, a serious opposition will be created to the business of the Camden and Amboy Railroad, which has heretofore enjoyed the principal part of said travel, by way of Jamesburg and Freehold. And this deponent further says, that at a subsequent conversation with the said Jones, he informed this deponent that they would not be able to complete their road as soon as they expected, but would have it done early in August; and adding, further, that they were doubling their force on the



western end and taking the men therefor from the other part of the road; and this deponent, from what he has seen in operation on the branch now building from Atsion to Jackson, as aforesaid, understood said Jones, by the western end, to mean the said branch and the westerly part thereof.

And this deponent further says, that in the month of June he visited the line of the Camden and Atlantic Railroad and the said branch now being constructed from Atsion to the said Camden and Atlantic Railroad near Jackson Station, and  
 10 discovered that a large force of men were at work in grading said branch. And this deponent says, that if said branch shall be completed so as to form a connection between the said Camden and Atlantic Railroad and the Raritan and Delaware Bay Railroad at Atsion, and thus form a continuous line of Railroad from Camden to Port Monmouth, it must necessarily create a serious injury to the business of the Camden and Amboy Railroad, by creating a competition therewith. And this deponent further says, that in a conversation had with said Jones, at a vendue of Mr. Mail-  
 20 liard's, on the twenty-seventh day of June last, this deponent asked the said Jones how they were getting on with their road? He said very well. This deponent remarked to him, You must not get on too fast or we shall have to stop you. He replied, That will be the worst thing you can do. Deponent then said, We must protect our rights and interest. He replied that they respected our rights, and could have enough to do outside of them. This deponent then asked said Jones how they could run without interfering? He  
 30 said they could run goods from Chicago to Boston, or any points outside of Philadelphia and New York without such interference, but the said Jones did not deny but that the said Raritan and Delaware Bay Railroad Company intended to use the said branch road, together with the Camden and Atlantic Railroad and Raritan and Delaware Bay Railroad, as a continuous route from Camden to Port Monmouth, and there to connect by steamboats with the city of New York. And this deponent further says that a steamboat regularly plies between New York and the terminus of the said Raritan and Delaware Bay Railroad at Port Monmouth, and in  
 40 connection therewith, as this deponent has understood from

said Jones. And this deponent further says, that he believes that the suggestion made by said Jones of only doing business outside of Philadelphia and New York, is a mere pretence of those who have the chief management in getting up the said route from Camden to Port Monmouth. And this deponent further says, that on the same twenty-seventh day of June last, in further conversation with said Jones, this deponent asked him if he had seen the map of their new route in the Philadelphia *Inquirer*, referring to the *Inquirer* of the day previous; he said he had, and that he was going to reply to it, because they did not give as favorable a description of the land along the road as they ought. And this deponent further says, that the map hereto annexed is a copy of the said map contained in the said *Inquirer*, and the said map was published in connection with and as part of the article in said *Inquirer*, which is set forth in the foregoing bill of complaint. And this deponent further says, that the statements made in the foregoing bill are correct and true to the best of his knowledge and belief.

J. L. McKNIGHT. 20

Sworn and subscribed before me, this 17th day of July,  
A. D. 1862.

ANDREW DUTCHER, *M. C. C.*

## IN CHANCERY OF NEW JERSEY.

|                                                                                                                                   |   |                               |
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| Between                                                                                                                           |   |                               |
| THE DELAWARE AND RARITAN CANAL<br>AND CAMDEN AND AMBOY RAILROAD<br>AND TRANSPORTATION COMPANIES,<br>Complainants,                 | } |                               |
| AND                                                                                                                               |   |                               |
| THE RARITAN AND DELAWARE BAY<br>RAILROAD COMPANY, and THE CAM-<br>DEN AND ATLANTIC RAILROAD COM-<br>PANY, and others, Defendants. |   |                               |
|                                                                                                                                   |   | On Bill<br>for<br>Injunction. |

Application for an injunction being made in this case against the defendants, and it appearing to the Chancellor reasonable that the defendants should have notice of the same, it is ordered that the defendants do show cause on Tuesday, the 29th day of July instant, before the Chancellor, at Trenton, at ten o'clock in the forenoon, why an injunction should not issue according to the prayer of the bill of complaint filed in this cause. It is further ordered, that service of a copy of the said bill, and the affidavits thereto annexed, 10 and of this order, upon the President or either of the Directors of the said Raritan and Delaware Bay Railroad Company, and upon the President or either of the Directors of the Camden and Atlantic Railroad Company, shall be deemed sufficient notice of the hearing on this order to show cause. It is further ordered, that any acts done by the defendants after such service, in constructing the branch railroad from the Camden and Atlantic Railroad near Jackson to Atsion, and in constructing the Raritan and Delaware Bay Railroad upon its present location between Manchester and Atsion, 20 shall be at the risk and peril of the defendants, so far as the application for said injunction is concerned.

On motion of Joseph P. Bradley, Solicitor for the Complainants.

Dated July 19, 1862.

HENRY W. GREEN, C.



## IN CHANCERY OF NEW JERSEY.

|                                                                                                  |   |              |
|--------------------------------------------------------------------------------------------------|---|--------------|
| Between                                                                                          | } |              |
| THE DELAWARE AND RARITAN CANAL<br>AND CAMDEN AND AMBOY RAILROAD<br>AND TRANSPORTATION COMPANIES, |   |              |
| Complainants,                                                                                    |   |              |
| AND                                                                                              |   |              |
| THE RARITAN AND DELAWARE BAY<br>RAILROAD COMPANY AND CAMDEN<br>AND ATLANTIC RAILROAD COMPANY,    |   | On Bill, &c. |
| and als., defendants.                                                                            |   |              |

The parties in this cause having appeared pursuant to the order made therein the nineteenth day of July instant, to show cause why an injunction should not issue according to the prayer of the bill, and the defendants having filed their answers in the cause, and the complainants having applied for leave to amend their bill and to take affidavits as herein-after mentioned, it is ordered by the Chancellor that the complainants, (without prejudice as to any future application to amend their bill,) have leave to annex to their said bill an amendment, for the purpose of alleging the acceptance of the act approved March sixteenth (described by mistake in said bill as approved March fourteenth) eighteen hundred and fifty-four, entitled "A further supplement to the act entitled 'an act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies,' " and the filing of a certificate of such acceptance, as required by the seventh section of said act, set forth in the answer of the Raritan and Delaware Bay Railroad Company and others.

It is further ordered that the said complainants, and also the defendants, have leave until the hearing of the application for an injunction in this cause to take affidavits and proofs relative to two points referred to and set up in the answers of the defendants—that is to say: *first*, that the complainants, or their officers or agents, acquiesced in or consented to the location and construction, by the defendants, of the several railroads complained of in said bill. *Secondly*,

that the said roads were severally located on the most feasible route, and that a more direct route would not have been feasible or practicable.

It is further ordered that the hearing of the application for an injunction in this cause be postponed until Tuesday, the twelfth day of August next, at ten o'clock in the forenoon, at Trenton.

On motion of Joseph P. Bradley, Solicitor for the Complainants.

10

HENRY W. GREEN, C.

Dated July 30, 1862.

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## IN CHANCERY OF NEW JERSEY.

*Between*THE DELAWARE AND RARITAN CANAL AND  
CAMDEN AND AMBOY RAILROAD AND  
TRANSPORTATION COMPANIES,*Complainants,**and*THE RARITAN AND DELAWARE BAY RAIL-  
ROAD COMPANY, and others,*Defendants.*

The joint and several answer of the Raritan and Delaware Bay Railroad Company, Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey and John Torrey, Jr., to the bill of complaint of the Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies, Complainants.

These defendants now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of exceptions to the many errors and insufficiencies in the complainant's said bill of complaint, for 10 answer thereto, or to so much and such parts thereof as these defendants are advised are material for them to make answer unto; they severally answer and say:

That they admit that, on the fourth day of February, in the year of our Lord eighteen hundred and thirty, the Legislature of the State of New Jersey granted an act of incorporation, entitled an act to incorporate "The Camden and Amboy Railroad and Transportation Company," and that the provisions of that act are substantially set forth in the said bill of complaint, but beg leave to refer to the original 20 act, when the same shall be produced before this honorable court for the terms and provisions thereof.

And these defendants, further severally answering, say that they have been informed, and therefore admit, that the said The Camden and Amboy Railroad and Transportation Company duly accepted the said act of incorporation, and



became a corporation possessed of the rights, privileges, and powers conferred by said charter.

They further severally admit that the Legislature of the State of New Jersey, on the said fourth day of February, one thousand eight hundred and thirty, passed another act, entitled an act to incorporate the Delaware and Raritan Canal Company, and by said act did incorporate into a body politic and corporate "The Delaware and Raritan Canal Company;" and that said Company was, among other  
 10 things, authorized and empowered to construct a canal or artificial navigation from the waters of the Delaware to the waters of the Raritan River; and that the said act contained a provision to the purport and effect set forth in the complainants' said bill, and that the said act of incorporation was duly accepted, and the said Delaware and Raritan Canal Company became a corporation possessed of all the rights, powers, and privileges conferred in the said act.

They further severally admit that the Legislature of the State of New Jersey, on the fourth day of February, eighteen  
 20 hundred and thirty-one, passed the act mentioned in the said complainants' bill of complaint, and that the said act contains the provisions set forth in the said complainants' bill of complaint, but beg leave to refer to the original act, when the same shall be produced before this honorable court, for the terms and provisions thereof.

And these defendants, further severally answering, say that they have no knowledge, information, or belief, except from the allegations contained in the said complainants' said bill of complaint, and therefore cannot admit or deny whether  
 30 the assent of the said complainants to the last-mentioned act was at any time filed in the office of the Secretary of State, or whether the stock therein mentioned was ever issued to the State of New Jersey in the manner or form required by the said act.

And these defendants, further severally answering, admit that the Legislature of the State of New Jersey, on the fifteenth day of February, eighteen hundred and thirty-one, passed the Act mentioned in the said complainants' bill of complaint, and that the said Act contains the provisions set  
 40 forth in the said complainants' bill of complaint, but beg

leave to refer to the original act, when the same shall be produced before this honorable court for the terms and provisions thereof.

And these defendants, further severally answering, say that they have no knowledge, or information, or belief, except from the allegations contained in the said complainants' bill of complaint, and therefore cannot admit or deny whether the requisite assent of the said Companies to the said last-mentioned act, was filed in the office of the Secretary of State, at any time, or was duly certified to the satisfaction 10 of the Governor, or whether the said act was carried into full effect or operation, and they therefore leave the same to be proved by the said complainants if they shall see proper so to do.

And these defendants, further severally answering, admit that the Legislature of the State of New Jersey, on the second day of March, eighteen hundred and thirty-two, passed the act mentioned in the said complainants' bill of complaint, and that the said act contains the provisions of the act set forth in the said complainants' bill of complaint, 20 but they beg leave to refer to the original act when the same shall be produced before this honorable court, for the terms and provisions thereof.

And these defendants, further severally answering, say that they have no knowledge, information, or belief, except from the allegations contained in the said complainants' bill of complaint, and therefore cannot admit or deny whether the assent of a majority of the stockholders of the said Companies (the complainants) to the provisions of the last-mentioned act, was submitted, in writing, to the Governor of the 30 State, or approved by him at any time, or whether said act became a part of the charter of the said companies, or whether the said stock was duly issued to the State of New Jersey, in accordance with the provisions expressed in said act, and therefore they leave the complainants to prove the same if they see fit so to do.

And these defendants, further severally answering, say that they admit that the Legislature of the State of New Jersey, on the fifteenth day of March, eighteen hundred and thirty-seven, passed the act mentioned in the complainants' 40

said bill of complaint, and that the said act contains the provisions set forth in the said complainants' bill of complaint, but beg leave to refer to the original act, when the same shall be produced for the terms and provisions thereof.

And these defendants, further severally answering, say that they have no knowledge, information, or belief, except from the allegations contained in the said complainants' said bill of complaint, and therefore cannot admit or deny whether the said act was accepted by the said Companies in the  
 10 manner or form provided by said act, or whether the acceptance was filed with the Secretary of State at any time, or whether the said act became a part of the Charter of the said Companies, and therefore they leave the complainants to prove the same if they shall see fit so to do.

And these defendants, further severally answering, admit that the Legislature of the State of New Jersey, on the fourteenth day of March, eighteen hundred and fifty-four, passed an act entitled "A further supplement to the act  
 20 entitled 'An Act relative to the Delaware and Raritan Canal, and Camden and Amboy Railroad and Transportation Companies,'" mentioned in the complainants' said bill of complaint; and that so far as the same is set forth in the said bill of complainants they believe it to be correctly set forth.

And these defendants, further severally answering, admit that the said complainants did proceed, at great cost and expense to construct and complete the said road and the said canal, and have ever since maintained and employed the same for the transportation of persons and property,  
 30 and have derived from them just and reasonable gains and profits, and that they have paid to the State of New Jersey a large amount of money, but how much or how far they have paid the same, on account of any contract or contracts to which they refer in their said bill, these defendants, or either of them, have no knowledge, information, or belief, except what is derived from the said bill, and they therefore cannot admit or deny the amount of such payments, nor on what account the same were paid; and they also admit that said complainants are yearly paying to the State very large sums of money, but whether on account of  
 40 any contracts, as they allege, or whether they have in all res-



pects conformed to the provisions and requirements of the said acts, by them in their bill referred to, these defendants, or either of them, have no knowledge, information, or belief, except what is derived from the said bill, and therefore neither admit nor deny the same, and whether the said complainants are entitled to enjoy in consequence thereof the privileges, or to receive the tolls in said acts granted to them, or to enjoy the privileges whatever they may be granted in the second section of the act passed March second, eighteen hundred and thirty-two, as therein particularly stated and 10 referred to, in support of these allegations in their said bill, these defendants do not admit, but deny the same, with the qualifications hereinafter set forth.

And these defendants, further severally answering, say that they or either of them, have no knowledge, information, or belief, except as derived from the allegations of the said bill of complaint; whether a large or any portion of the work done or money expended by the said complainants in the construction of their said canal and railroad was done or expended after the enactment of said respective acts, in 20 the said bill recited, or on the faith thereof, or whether the said expenditures were made on the faith or with any reference to the said act, passed March second, eighteen hundred and thirty-two, or whether after the passage of the said act, or in the year eighteen hundred and thirty-four, or since that time, the said complainants did, on the faith of the said acts, borrow several millions of dollars or any sum of money on their bonds issued for the purpose of borrowing money to complete the said works, or issued for any other purpose, or whether the said bonds, or any bonds, are now held by 30 persons in this country, or in foreign countries, or whether on the faith of the said laws, a large or any part of the capital stock of the complainants has changed hands, or been purchased by persons now holding the same, or whether since the passage of the said act of the fourteenth of March, eighteen hundred and fifty-four, the said complainants have raised large amounts or any amount of money by the issue and sale of their bonds or otherwise, on the faith of the said act, or the other acts referred to for the purpose of improving or perfecting their said work, or for any other purpose, or 40

whether a large portion of their capital stock, or any portion thereof, has been purchased by various persons or any person who now holds the same, on the faith of the said acts, or any of them, or whether the said complainants have expended large amounts of money, or any money, in the improving or perfecting their said works, on the faith of the said acts, and they therefore leave the said complainants to prove their allegations in the said several respects, if they shall see proper so to do.

- 10 But these defendants have heard, and believe it to be true, and therefore admit, that the said complainants have at different times, but when, these defendants, or either of them, have no knowledge or information except as aforesaid, borrowed large amounts of money on their bonds, both in this and in foreign countries; that the same have from time to time changed hands, and that they have raised large amounts of money by the issue and sale of their said bonds, and have issued large amounts of stock at different times, now held by various persons, and that said complainants  
20 have expended large amounts of money in improving and perfecting their said works. And this is all the knowledge, information, or belief that these defendants have with respect to issuing or sale of the said bonds and stock, or as to the persons who hold the same, or as to the purchase thereof.

- And these defendants, further severally answering, say that they admit that by the original charter of the said Delaware and Raritan Canal Company, no conditions were imposed as to the width or depth of the canal to be constructed by said Company. They further admit, that a supplement  
30 to said charter was passed on the third day of February, eighteen hundred and thirty-one, extending the period at which the State might take the works of said Company by appraisement, from thirty to fifty years; and that the said act also contained the provisions mentioned in the said complainants' bill of complaint; but beg leave to refer to the original act, when the same shall be produced, for the terms and provisions thereof.

- And these defendants, further severally answering, say that they have no knowledge, information or belief, except  
40 from the allegations of the said complainants' said bill of

complaint, and therefore they cannot admit or deny whether the said condition mentioned in said bill as to constructing the said canal seventy-five feet wide on the water line, and the water therein to be seven feet deep, and the locks one hundred feet in length and twenty-four feet in width in the clear, was deemed at any time an onerous one, or whether the then stockholders of the said Canal Company, or any of them, were unwilling to accept the same on account of the said condition, or for any other reason, or whether, in consequence of the union of the said company with the Camden 10 and Amboy Railroad and Transportation Company, or of the grant of the rights and privileges conferred by the act of the Legislature of the State of New Jersey, passed on the second day of March, eighteen hundred and thirty-two, or from any cause, the said Canal Company were induced or encouraged to accept the said condition, or whether they did construct the said canal according to the dimensions prescribed in the said proviso, or whether they have enlarged their canal to an average depth of eight feet, or lengthened the locks to two hundred and ten feet; but these defendants 20 allege that the consideration for the increasing the width and depth of the said canal, and the length of the said locks, was the extension from thirty to fifty years of the period at which the State might take the works of the said Canal Company; and that the said last-mentioned act was applied for and accepted before the said act of March second, eighteen hundred and thirty-two was passed.

And these defendants further severally say, that they admit that on the nineteenth day of March, eighteen hundred and fifty-two, and not on the seventeenth day of March, 30 eighteen hundred and fifty-two, as the said complainants' said bill alleges, the Legislature of the State of New Jersey passed an act, entitled "An Act to incorporate the Camden and Atlantic Railroad Company," and that such act contains, among other provisions, the provisions mentioned in the complainants' said bill of complaint; but beg leave to refer to the original act, when the same shall be produced, for the terms and provisions thereof.

And the defendants, further severally answering, admit that the said act was duly accepted by the said Camden and 40



Atlantic Railroad Company, and their road was located from Camden to a point on the sea at Absecum Inlet, and the survey of the route deposited in the office of the Secretary of State of New Jersey; and the said road was built and constructed by the said Corporation from Camden to Atlantic City, commencing at a point in Camden, within half a mile of the terminus of the railroad of the complainants, and crosses the same on the same level within or near the limits of the city of Camden; and that they did not at  
 10 that time, nor have they since, as these defendants are informed and believe, filed in the office of the Secretary of State any survey of the branch road authorized by their act, to be made to Batsto, in the County of Burlington.

And these defendants, further severally answering, say that they admit that the Legislature of the State of New Jersey did, on the twentieth day of March, eighteen hundred and fifty-seven, pass an act authorizing the survey, location, and construction of a branch railway from the city of Camden to the river Delaware, between Kaighn's Point  
 20 and the city of Gloucester, and that the act was accepted by the said Camden and Atlantic Railroad Company, and became part of their charter.

And these defendants, further severally answering, say that they admit that the Legislature of the State of New Jersey, on the third day of March, eighteen hundred and fifty-four, passed an act entitled "An Act to incorporate the Raritan and Delaware Bay Railroad Company," and on the twelfth day of February, eighteen hundred and fifty-nine,  
 30 passed a supplement to the said act; and that the said acts, so far as the same are set forth in the said bill, are correctly set forth; but these defendants beg leave to refer to the said acts, for the terms and provisions thereof.

And these defendants, further severally answering, say that the Raritan and Delaware Bay Railroad Company accepted the said act and supplement.

And these defendants, the Raritan and Delaware Bay Railroad Company, further answering, admit, and the other defendants believe it to be true, that the said Raritan and Delaware Bay Railroad Company have never filed any survey  
 40 of the route of their railroad through the counties of Ocean

or Burlington; that during the construction of their said railroad it was a matter of discussion among the directors of said company, whether it was necessary for the said company to locate their road, and file the same in the office of the Secretary of State, before they had power under their charter to construct the same; and that said company consulted their counsel on the subject, who advised them that it was not, unless they desired to enforce the provisions of their charter, which enable them to take land by appraisement, and against the consent of the owners; and that the courts 10 of New Jersey had so decided, in giving construction to a similar provision in the charter of the Somerville and Easton Railroad Company. That the reasons why the said railroad company did not file such survey were, that their said road was a long one, and the features of the country through which it was contemplated to pass, were such as required much consideration and consultation properly to locate it; and that for the purpose of locating the said road on the most feasible route, a number of surveys have been made, at great labor, time and expense; that up to the time of actually 20 building said road, the route has been frequently altered; and that it was not, and never has been, necessary to take any land for such road by appraisement, south of the county of Monmouth, through the largest part of which the road has been located, and the surveys filed in the office of the Secretary of State, and that these defendants had no motive whatever for not filing a survey, or locating the said road, except as hereinbefore set forth.

And these defendants, the Raritan and Delaware Bay Railroad Company, and the defendant, William Torrey, severally 30 answering for themselves say, and the other defendants believe it to be true, that the said William Torrey applied to the Legislature for the charter of the Raritan and Delaware Bay Railroad Company, in the year eighteen hundred and fifty-four. And these defendants, William Torrey, William A. Torrey, and John Torrey, jr., say, and the other defendants believe it to be true, that at that time, the said William Torrey and his sons were interested in large tracts of land in the county of Ocean, extending from Tom's River some seventeen miles in the interior, and it was, therefore, 40



of great importance to them to have a railroad communication through that region. And these defendants further answering, say that at that time these defendants, or either of them, had no intention, and they believe that no person interested in the application for the said railroad had any intention of constructing a railroad to transport passengers or merchandise between the cities of New York and Philadelphia; although it is true that they did suppose that this railroad would open a communication with both of those cities  
 10 and the land on the route of said railroad, which would greatly enhance the value of lands in the counties through which it passed, would greatly add to the importance of that whole region of country, and be a means of increasing population, and thus bring into notice and market a portion of the State of New Jersey, which was then entirely cut off from profitable communication with said cities.

And these defendants, William Torrey, and the Raritan and Delaware Bay Railroad Company, for themselves, severally say, and the other defendants believe it to be true, that  
 20 in the year eighteen hundred and fifty-five, the said William Torrey, on behalf of the Raritan and Delaware Bay Railroad Company, applied to the Legislature for a supplement to said act, which was obtained and approved February 12th, eighteen hundred and fifty-five. That one of the objects in applying for the said supplement was to enable the said company to construct their road without going to Tom's River, to which point they were required to build their road by their original charter. That the largest and most valuable portion of the lands hereinbefore referred to were from six to ten  
 30 miles from the village of Tom's River westwardly, and it very important and greatly to the interest of the owners of the land that the said railroad should pass through the great bulk of it, at a point which would be seven miles distant from said Tom's River. That after such supplement was approved, and the parties who had applied for it had left the city of Trenton, some persons who were interested in confining the route to Tom's River, applied for and obtained a supplement to the charter of these defendants, the Raritan and Delaware Bay Railroad Company, on the sixth of April,



eighteen hundred and fifty-five, and which contained the following provision, to wit:

"That nothing contained in the fourth and fifth section, or any other part of said supplement, approved February twelfth, eighteen hundred and fifty-five, shall be so construed as to authorize or permit said Company to remove the route of said railroad from the original route, as provided for in charter, so far as it relates to the village of Tom's River, in the county of Ocean."

Which said supplement, passed April the sixth, 1855, defeated one of the main objects of the supplement of February the twelfth, eighteen hundred and fifty-five, which was to enable the said Company to go westwardly of Tom's River.

That on the eighteenth day of March, eighteen hundred and fifty-eight, an act was passed, entitled "A Supplement to the Act entitled An Act to incorporate the Raritan and Delaware Bay Railroad Company," approved March third, eighteen hundred and fifty-four, which act is as follows:

"1. *Be it enacted by the Senate and General Assembly of the State of New Jersey*, That the Act approved April 6th, 20 1855, entitled, 'A Further Supplement to an Act, entitled An Act to incorporate the Raritan and Delaware Bay Railroad Company,' approved March 3d, 1854, be, and the same is hereby, repealed.

"2. *And be it enacted*, That the seventeenth section of the Act to which this is a supplement, be, and the same is hereby, repealed.

"3. *And be it enacted*, That when the Raritan and Delaware Bay Railroad Company shall have constructed their said road from Raritan Bay to Ocean County, to the point 30 in the line of said road which shall be nearest to the village of Tom's River, it shall be the duty of the said Company, and that they are hereby required, to construct a branch railroad from the main line of their railroad, commencing at a point not exceeding eight miles to the westward of said village, to the village of Tom's river, as soon as any of the persons residents of the village of Tom's River, shall subscribe

and pay, or procure to be subscribed and paid, for additional capital stock of the said Company, at the rate of four thousand dollars per mile, for the length of the said branch road, for the purpose of aiding in the construction thereof; and the persons so subscribing and paying for the said stock shall be stockholders respectively of said Company, to the amount of one share of the capital stock for every one hundred dollars so subscribed and paid for by them.

- 10 "4. *And be it enacted*, That if the said road be not commenced within three years, and completed within eight years from the passage of this Act, that then, and in that case, this Act shall be void, and the said Corporation shall possess the several powers, and be subject to the restrictions and liabilities contained in the Act entitled 'An Act concerning Corporations,' so far as the same are applicable."

These defendants, further severally answering, say that they admit that the railroad of the Raritan and Delaware Bay Railroad Company is not being constructed on the points or termini mentioned in their original charter, but  
20 they deny that the said Company are not pursuing in their said location the route presented by their said supplement of February twelfth, eighteen hundred and fifty-five. They admit that they have located the said railroad so as to run through Squankum, in the county of Monmouth, to which point the complainants admit in their said bill they had a right to run by their original charter, and from thence they have located and have constructed their said railroad to Bergen Iron Works, in the county of Ocean, to which point the said railroad was finished, and trains running thereon in  
30 June, eighteen hundred and sixty one. That the said Bergen Iron Works is an important manufacturing village established for very many years, and where stockholders of the Raritan and Delaware Bay Railroad Company are residing, who hold stock in the said last-named Company to upwards of forty thousand dollars. That it is true that the line of the said road, from Squankum to Bergen Iron Works, is not in a direct line (if by direct is meant straight) from Squankum to May's Landing, but runs first from said Squankum to said Bergen Iron Works, and at

that point is further east from Philadelphia than if the road had gone on a straight line to May's Landing; that from thence the said railroad is constructed running easterly of the village of Manchester about half a mile, and at a point about seven miles from Tom's River, and not exceeding eight miles to the westward of said village (the village of Manchester being located in the centre and most valuable portion of the lands hereinbefore referred to), and at a point where it will most benefit said lands; after leaving Manchester, the line deviates a little to the west and runs about ten miles, where it reaches a tract of land of forty thousand acres belonging to Richard and Samuel Jones, who are subscribers to fifty thousand dollars of the capital stock of the said Raritan and Delaware Bay Railroad Company, running through said tract, between four and seven miles; thence diverging a little to the eastward of a direct line it passes through a large tract of land in the county of Burlington, belonging to the President of said Company, and his associates, who hold stock and bonds of said Company to the amount of over one hundred and fifty thousand dollars, passing about seven miles through said lands, and thence running in a nearly direct line to the village of Atsion, mentioned in the said bill. 10

And these defendants, The Raritan and Delaware Railroad Company, William Torrey, Richard Jones, and Francis B. Chetwood, for themselves, further severally answering, say, and the defendants, John Torrey, Junior, and William A. Torrey, believe it to be true, that while in the location of the said railroad the interest of those who projected and who have borne the burden of the enterprise has been sought to be promoted, and while said railroad from Port Monmouth to Atsion is located on the most feasible route for a railroad from Port Monmouth to May's Landing, taking into consideration the object which the Legislature had in view of a railroad communication from the Raritan Bay to the Delaware Bay, the improvement of the several counties through which the line runs, the general interests of the State, the interest of the stockholders, and the adaptation of the country for the construction of a railroad, the location by way of Atsion, as at present located, is the most feasible, 30 40



expedient, and proper location for the railroad contemplated in the act of incorporation of the Raritan and Delaware Bay Railroad Company—that the said route passes over the table lands lying between the streams that empty into the ocean on the one side, and into the Delaware River on the other, thus avoiding numerous streams and swamps which could not have been escaped, if said road had been located further to the eastward.

- And these defendants further severally answering, say
- 10 that in confirmation of the good judgment of those who have located the said road, they here state that the addition to the length of said road as at present located, from Squankum to Atsion, and thence to May's Landing, increases the distance beyond an exactly straight line between Squankum and May's Landing less than four miles, while the distance from Squankum to May's Landing is about sixty miles; that a straight line was surveyed between Squankum and May's Landing, by direction of the said Raritan and Delaware Bay Railroad Company, and the same was found to be impracticable, by reason of the existence of numerous streams,
- 20 swamps, and high hills; and these defendants, the Raritan and Delaware Bay Railroad Company, for themselves further answering, deny, and the other defendants severally believe the denial to be true, that they have located their said road so as to diverge about ten miles to the westward of a direct route between Squankum and May's Landing, charged in the complainants' bill; but say that Atsion is the only point on said route ten miles distant from said direct route.
- 30 And these defendants, further severally answering, say that there is nothing in the said charter of the Raritan and Delaware Bay Railroad Company, or the supplements thereto, which by direct language or by implication prohibits the said Railroad Company from constructing their said road to Atsion; that the only points to which the said Railroad Company are confined, are the counties of Monmouth, Ocean, Burlington, Atlantic, and Cape May; and Squankum, in the county of Monmouth; May's Landing, in the county of Atlantic; and Tuckahoe, in the county of Cape May; to all of
- 40 which points the said Railroad Company have confined them-

selves; and in locating their said railroad thus far, the said Railroad Company and its officers and directors have exercised that reasonable judgment and discretion which was required of them and have not deviated in the exercise of such discretion and judgment as much from a direct straight line as other railroads in the State of New Jersey have in the construction of their roads under their respective charters, or as much as the said complainants themselves have in the construction of their railroad from the Raritan Bay to Camden. 10

They further severally say, that it was necessarily in the contemplation of the Legislature, when they granted their charter to said Railroad Company, that the said railroad should intersect the Camden and Atlantic Railroad; and there is nothing in the said charter or supplements which by implication or otherwise prohibits the said Railroad Company from communication with the city of Philadelphia by means of the last-mentioned railroad. And these defendants severally say that it was important and of interest to the stockholders of the said Railroad Company, as well as to all 20 the region through which the road was contemplated to pass, that by the intersection aforesaid, and by means of the said railroads, a communication should be opened between portions of counties through which the said railroad of the said Raritan and Delaware Bay Railroad Company passes, with the city of Philadelphia; and there is nothing in the acts to which the complainants refer in their bill which can be construed to prohibit such communication.

And these defendants further submit that it was for the interest of the stockholders of the said Raritan and Delaware Bay Railroad Company, and to the great advantage of the region of country through which their railroad passes, that the said railroad should intersect the Camden and Atlantic Railroad as near the city of Philadelphia as their charter would admit, without sacrificing the interest of the said railroad company in further extending their road to Tuckahoe, in the county of Cape May; and that it was greatly to the interest of the region of country lying between the Camden and Atlantic Railroad and Tuckahoe, as well as to May's Landing, to which point they were confined, that 40

their communication with Philadelphia should be as short as possible; that these considerations, as well as others hereinbefore stated, operated upon the minds of those to whose judgment the location of the road was committed, to locate it at Atsion, that being the nearest point by which a communication could be made to Philadelphia; but these defendants severally deny that by so doing there was any intention to interfere with any rights guaranteed to the complainants, or that any such rights are interfered with, although as they do admit a continuous and convenient rail-  
 10 road line to Camden is formed thereby.

And these defendants severally say that the terminus of the said Batsto Branch at Jackson aforesaid is not only a convenient, but the most convenient and proper point on the Camden and Atlantic Railroad from which to make a branch solely for a local road, as they severally believe that a larger and more profitable business, both as to passengers and merchandise, local in its character, will be derived from the branch so constructed, than it would be if located in any  
 20 other place; and that it is the most practicable route for the said branch as far as the topography of the country is concerned; and that the said branch has been so located because it is supposed that such location will best promote the interest of the stockholders and the people of the counties through which the road passes, and will best advance the design of the Legislature in authorizing such a branch.

And these defendants insist that if they were violating the charter of the said The Raritan and Delaware Bay Railroad Company by making their road to Atsion, there is nothing  
 30 in the acts referred to in the complainants' bill which constitute the complainants the supervisors of the railroad companies of the State of New Jersey, as to violation of their charters; but that these defendants, the Raritan and Delaware Bay Railroad Company, are answerable for any such violation alone to the State of New Jersey, who can interfere by *quo warranto* to prevent an incorporation from an abuse of their chartered privileges; and they furthermore insist that there is nothing in any of the acts referred to in the said bill which prohibits the State of New Jersey from  
 40 authorizing the construction of a railroad between New



York and Philadelphia, or prohibits the construction of such railroad, and that the only protection which the complainants can claim under their alleged contracts with the State, is the use of such railroad without competition, for the transportation of passengers and merchandise between such cities.

And these defendants submit that the second section of the Act of March second, eighteen hundred and thirty-two, does not declare that it shall not be lawful without the consent of the complainants to construct a railroad between the cities of New York and Philadelphia, but that it shall not be lawful to construct such railroad which shall be intended or used for the transportation of passengers or merchandise between the said cities, and that all the protection the complainants are entitled (if any they are entitled to) is not by any Court of New Jersey interfering with the construction of such road, but only by preventing its use for the transportation of passengers and merchandise between the cities of New York and Philadelphia; and they further insist that the language in the section referred to, "or to compete in business with the railroad authorized by the act to which this supplement is relative," refers to the business before mentioned in the said section, to wit, the transportation of passengers or merchandise between the cities of New York and Philadelphia; and they further insist that if any reasonable doubt could exist as to such being the proper and legal construction, such doubt is entirely removed by the act of March the sixteenth, eighteen hundred and fifty-four, which act declares such is the construction, and which act the complainants now claim as their protection.

And these defendants insist that the act of March eighteen hundred fifty-four, repeals the second section of the act of eighteen hundred and thirty-two, and that, therefore, the complainants can claim no protection under that act against these defendants, nor any one else; that the act of March, eighteen hundred and fifty-four, was passed subsequent to the act by which the Raritan and Delaware Bay Railroad Company were incorporated, and therefore nothing contained in the complainants' act of March, eighteen hundred and fifty-four, can interfere with the vested rights of

these defendants, the Raritan and Delaware Bay Railroad Company, under their charter.

And these defendants, further severally answering, say that the charter of these defendants, the Raritan and Delaware Bay Railroad Company, is as much a contract between them and the State of New Jersey, as any of the acts of the complainants referred to are contracts between the complainants and said State, and that so far as the act of March sixteenth, eighteen hundred and fifty-four, is more comprehensive as to  
 10 the rights secured to the complainants, so far it cannot effect these defendants, The Raritan and Delaware Bay Railroad Company, whose charter is prior in point of time to the complainants' act of March, eighteen hundred and fifty-four, and they insist that nothing in the act of March, eighteen hundred and fifty-four, can impair the chartered rights of these defendants, the Raritan and Delaware Bay Railroad Company, or prevent their construction of any railroad which these defendants, the Raritan and Delaware Bay Railroad  
 20 Company, were authorized to construct by their said charter, although these defendants insist that the said act of March, eighteen hundred and fifty-four, was not intended to secure to the complainants any other, further, or greater rights in respect to what the complainants are pleased to call their exclusive privileges, except those secured to them by the act of eighteen hundred and thirty-two, and except as far as relates to the duration of the said privileges.

And these defendants, further answering, say that by the complainants' supplemental act of March fourteenth, eighteen hundred and fifty-four, it is enacted as follows to wit:

30 SEC. 7. "And be it enacted, that this act shall take effect as soon the board of directors of each of the said companies and the joint board of directors of the said two companies, respectively, shall certify their acceptance of this act as a supplement to and part of the charter of said companies, under the hands of the president and secretary, and the corporate seal of the said joint companies, and of each of the said companies, respectively, and file the same in the office of the secretary of state, of this state, who, in such case, shall cause a certified copy of such certificate of acceptance to be



published in connection with this act, among the laws of this state, which publication shall be deemed competent and plenary evidence of such acceptance; and in case such certificate of acceptance be not filed within three months from the passage of this act, then this act shall be void."

And these defendants submit that the complainants can claim no protection from said act unless the same was accepted by them in the manner therein prescribed, and that as they do not show by their bill, or allege any such acceptance, they cannot claim any protection by virtue of said act 10 in these proceedings.

And these defendants submit that the act of March eighteen hundred and fifty-four, not having been accepted in the manner therein prescribed, the same is void according to the express provisions thereof.

And these defendants, further severally answering, admit that the Camden and Atlantic Railroad Company are now grading and constructing a branch railroad from Jackson Station on the Camden and Atlantic Railroad, about eighteen miles from the city of Camden, to within a mile of the vil- 20 lage of Atsion aforesaid, which said branch is about nine miles long; and these defendants have attached to this their answer, copies of all the agreements or contracts of any kind which have any relation to the construction of the said branch or any other branch, and which said agreements so annexed are all that were ever entered into between these defendants, or any of them, and the said Camden and Atlantic Railroad Company.

And these defendants severally deny that there are any agreements or understanding, in writing or otherwise, in 30 reference to forming a continuous line of railroad over the said Camden and Atlantic Railroad, the said branch, and the said railroad of these defendants the Raritan and Delaware Bay Railroad Company from Camden to Port Monmouth, or for the purpose or with the intent, thereby or otherwise or by means of steamboats at each end of the said railway line, or of otherwise establishing a direct line, or any line of communication for the transportation of passengers and property between the cities of New York and Philadel-



phia, and intermediate places (except as hereinafter mentioned), or for any other purpose, or thereby interfering with the railroad business or the rights or privileges secured to the complainants, or for any other purpose or purposes whatsoever.

They further severally say that while by the Charter of the said Raritan and Delaware Bay Railroad Company, the said Company have the right to run steamboats in connection with their said railroad, there is no such purpose in  
 10 contemplation, and they have no design to be, or become the owners of, or to run any boat or boats of any kind in connection with their railroad, or to facilitate the business thereon, or for any other purpose whatever, and that they, or either of them, have no agreement or understanding, either verbally or in writing, with the Camden and Atlantic Railroad Company, except as stated in the agreements annexed, or with any other corporation or person (except the one  
 hereinafter mentioned), to furnish any steamboat or steam-  
 boats, or boats of any kind, to carry passengers or freight  
 20 from their said road, or any part thereof. And these defendants, further answering, say that there is a steamboat now running from New York to Port Monmouth, and engaged in the transportation of passengers and merchandise to and from the terminus of the said railroad at Port Monmouth, to the city of New York, under a verbal agreement or understanding that the said steamboat shall only carry such passengers or freight to and from the said terminus as may be transported on the said railroad of the Raritan and Delaware Bay Railroad Company, to and from some point or points in  
 30 the State of New Jersey; and that no agreement has been made, or is intended to be made, for the transportation of freight or passengers between the cities of New York and Philadelphia, and that there is no other agreement (except the one mentioned) in reference to the transportation of passengers or freight to or from any intermediate places to or from either of the said cities.

And these defendants, further severally answering, again deny that there are any other agreement or agreements, in writing or otherwise, existing between the said Raritan and  
 40 Delaware Bay Railroad Company, and the said Camden and

Atlantic Railroad Company, for the purposes alleged in the said bill, or for any other purpose except as annexed hereto; but they admit that these defendants, and they believe the Camden and Atlantic Railroad Company have in view the construction and perfecting by means of their respective railroads and a convenient connection between them of a continuous and convenient line of railway communication across New Jersey, from the city of Camden on the Delaware River, to Port Monmouth on Raritan Bay, and they deny that the defendants, or any of them, have in view the continuation of said line at either end thereof, by steamboat transportation to the cities of New York and Philadelphia respectively, for the purpose of using the same for the transportation of passengers or merchandise in any manner which will violate any contract which may exist between the State of New Jersey and the complainants, or any provisions of the acts of the Legislature referred to in the bill. 10

And these defendants, further answering, deny, as they have before denied, that they have made any arrangement in regard to any steamboat communication with the cities as aforesaid, except such as appear by the contracts to this their answer annexed, and as are heretofore admitted; and they deny that any contract or arrangement made by them is calculated or intended to form a continuous line of railway communication between the said cities, to compete in business with the railroad business of the complainants between said cities, contrary to any vested rights of the complainants. 20

And these defendants further severally deny, that the said railroad from the Camden and Atlantic Railroad near Jackson station, to the Raritan and Delaware Bay Railroad near Atsion, or any other railroad with which they have any connection, is being constructed in pursuance or by virtue of any other agreement or agreements, except those copies of which are to this answer annexed. 30

And these defendants, further severally answering, admit the said Branch Road from Jackson to Atsion, is being built as rapidly as practicable; that the same was commenced about the first day of May, eighteen hundred and sixty-two, and will be completed, as these defendants expect, during the month of August, eighteen hundred and sixty-two. 40



They further admit, that printed placards have been posted up, at various places in the neighboring counties, to the purport and effect alleged in the said bill, advertising for cross-ties for the said railroad, and also for laborers; and that inducements are offered to collect a large force to push the work through rapidly: and they say there are now employed on such branch road, in the construction thereof, about one hundred men; that it is extremely difficult at this time to obtain laborers, and that such handbills were issued in order  
 10 to attract the attention of laborers to said railroad.

And these defendants, further severally answering, say that they have been informed, and therefore admit, that articles have appeared in the newspapers of this State, and the neighboring cities, calling the attention of the public to the aforesaid roads and connections, and representing them as a new route to New York; and that among others, an article appeared in the Philadelphia Inquirer, a newspaper published in the city of Philadelphia, under date of June twenty-sixth, eighteen hundred and sixty-two, accompanied by a map,  
 20 a copy of which is annexed to the said complainants' bill of complaint, and a portion of which article is inserted in the said bill.

And these defendants, further severally answering, say that none of said articles were written, dictated, printed, or published, or procured to be written, printed, or published by these defendants, or either of them, or by any one on their behalf; nor were they, or either of them, written, printed, or published, or procured to be written, printed, or published by any one interested in the enterprise of these defendants.  
 30 That the complainants have not inserted in their said bill a portion of said article from the Philadelphia Inquirer, and have omitted, among other things, the following statements:

#### OFFICERS OF THE ROAD.

The working officers of the road are as follows:

President—F. J. CHETWOOD.

Superintendent—W. A. TORREY.

Assistant Superintendent—D. S. SEYMOUR.

Directors—*Names could not be ascertained, as every one in interest refused to give them.*



## CONDITION OF THE LINE.

The road from Port Monmouth to Manchester (twenty-eight miles) has been in operation nearly one year. The rails are laid for fifteen miles further. The grading is completed for an additional eleven miles, leaving only twelve to be prepared. Nearly one thousand men are now at work, the contract requiring the completion by July 1st, 1862. Two new steamers, it is said, will be used between New York and Port Monmouth, the route being through the "Narrows," and not around the "Kills," as pursued by 10 the Camden and Amboy boats. The rail is of the T pattern, weighing not less than fifty-two pounds to the yard. The cross-ties are of yellow pine. The "chairs" are of wrought iron, the spikes going through both the rail and the chair. The ballast is sand and gravel. There are no bridges on the road, but a number of short pieces of trestle work. The grades are light, with the exception of a three or four-mile grade near Butler House, which is in favor of the eastward bound freight. The rolling stock at present consists of fifteen passenger cars and a half dozen locomotives. At New 20 York, the pier at the foot of Murray street has been leased as a depot. At Port Monmouth, a wharf has been constructed, which projects into the bay for nearly three quarters of a mile.

## A PEDESTRIAN TRIP.

A pedestrian trip along the unfinished line of the road from Manchester to the Camden and Atlantic junction, is almost equal to an excursion of thirty-five miles into an African desert. The scorching sun pours his rays upon a level tract of country without heavy timber, and almost 30 without water. "Scrubby" pines and stunted oaks make desperate exertions to obtain root-hold in the dry and treacherous white sand, and fail in the effort. Their companions in misery are melancholy and brassy snakes and half-expiring toads, who are too much astonished to move when the foot of a stranger invades the solitude. Birds and mosquitoes have retired in disgust. At intervals are peat bogs, apparently solid to the tread, but in reality quaking and engulph-

ing the unwary victim. While there is no good running water, there are pools of brakish hue and wretched taste. The men working along the line sometimes carry their drink for miles. If the rugged rhinoceros and the oily whales, whose skeletons underlie New Jersey, could revisit the surface in this section, they would willingly retire again into the shades of private life in some marl-pit, welcoming themselves to hospitable graves.

- At the conclusion of detailed narratives such as this, it is  
 10 customary to return thanks to railroad officers or others for having furnished information. It is a pleasure to our reporter to announce *that he thanks nobody*. Parties known to be in interest, to whom application was made, evidently believed the adage that "language was given to man to conceal his thoughts," and the facts above narrated were only obtained by a personal visit by the principal reporter of THE ENQUIRER to every mile of a road, which, if it does not suffer too much at the hands of the "legal gentlemen," will become a thoroughfare in opposition to the new routes between New  
 20 York and Philadelphia, and the profits to those "inside THE NEW RING" will equal those of the famous East India Company which a Parliament of England finally legislated out of existence.

And these defendants have been informed, and believe, and so charge, that the said articles were written, printed and published, or procured to be printed, either by persons inimical to the defendants, and were intended to excite the complainants against these defendants, or by the complainants themselves.

- 30 And these defendants from their information suppose it to be true, and do therefore admit, that the Camden and Atlantic Railroad Company have sought and received the assent of the City Councils of Camden to construct the spur to Kaighn's Point, and are contracting for and procuring land on the Delaware River. And they admit the act of incorporation of the Kaighn's Point and Philadelphia Ferry Company, as stated in the bill; and these defendants deny that they, or either of them, had any agency or connection,

directly or indirectly, or any interest in the said Ferry or the said Company.

And these defendants further severally answering as to the allegations charged in the said bill, that "such junction of the road of the Camden and Atlantic Railroad Company with the road of these defendants, the Raritan and Delaware Bay Railroad Company, at or near Atsion as aforesaid, by the branch aforesaid, will create between the cities of New York and Philadelphia a line of railroad communication across the State of New Jersey, and will open a connection 10 of railroad and steamboat between the said two cities about one hundred and four miles in length, being only sixteen miles longer than complainants route, and which will compete in business with the railroads of the complainants, and may be used for the purpose of defeating the true intent and meaning of the acts of incorporation of the complainants and the supplements thereto, and which they believe and charge will be so used;"—admit that it is possible, if it is not prohibited by law, which the complainants allege it to be, that a line of communication by railroad and steamboat 20 between the cities of New York and Philadelphia might be opened; but as the complainants allege that the said route is sixteen miles longer than that of the complainants, and as if used it would be only such possible use as any other railroad in New Jersey might be put to, and as the railroad of these defendants is not a public highway, and cannot be so used without their concurrence and consent, and as they have not made any arrangements or contract with any person or corporation whatever so to use the same, and as they do not intend any unlawful use of their said road or branches, such 30 use, if unlawful as alleged by the complainants, cannot be made of the same, and if attempted could be restrained by the courts if unlawful: these defendants therefore deny that said roads may be used to compete in business with the business of the complainants between New York and Philadelphia, or to defeat the true intent and meaning of said acts; and they deny that said junction will interfere or compete with the local business of said complainants: but they insist that if it should so interfere, the complainants have no right to complain thereof. And these defendants further say, that 40



said communication by railroad and steamboat between the two cities will be more than one hundred and ten miles in length, and more than twenty miles longer than the route of complainants.

And these defendants further severally say that it may be true, though they do not admit its truth, that the complainants do believe as they charge that the said communication will be so used, but these defendants do not admit the fact, because they doubt whether the complainants have honestly  
 10 any such belief; as these defendants have reason to believe, and do believe that the said bill is filed for some other purpose than that which is most prominently set forth and alleged therein.

And these defendants further severally answering say that they have no knowledge, information, or belief as to the charge in the said bill of the insolvency of the Camden and Atlantic Railroad Company, and neither admit or deny the same; but the defendants, the said Raritan and Delaware Bay Railroad Company state as to the charge in reference  
 20 to themselves, and the other defendants believe such statement to be true, that they are able to respond in damages for any injury for which they may be liable, and which the complainants may sustain by, or by reason of any of the matters or things alleged in the complainants' said bill of complaint.

And they severally deny that no adequate compensation in damage can be made to the complainants for the alleged injury to their rights set forth in the complainants' said bill of complaint, or that they or any of them have ever threatened  
 30 or intended any injury to the said complainants, or invasion of their rights.

And these defendants do not believe that the complainants can monopolize all the railroad travel in New Jersey, and complain of any and every railroad that indirectly may deprive them of a passenger, or a ton of merchandise.

And these defendants, further severally answering, admit that Francis B. Chetwood is President of the said Raritan and Delaware Bay Railroad Company, and that the said Richard Jones and William Torrey are Directors, and that  
 40 William A. Torrey is a contractor, as set forth in one of the

contracts annexed to to this answer, to build the said branch road, and is also a contractor under these defendants, the Raritan and Delaware Bay Railroad Company, to build their main road, but deny that John Torrey, junior, is either agent or contractor, under these Defendants, the Raritan and Delaware Bay Railroad Company, though he is employed as agent by the said contractor ; they admit that the said John Broadhead is the President of the Camden and Atlantic Railroad Company, and that the said Joseph W. Cooper, Thomas McKeen, and Samuel H. Richards are directors of 10 the last named company, but they deny that all or any of the said individuals are engaged in aiding or abetting the said companies in any wrongful acts whatever, although they admit that all of them are actively engaged in promoting the interests of the said companies by advising and aiding in the construction of the said railroad and branches, so as to derive as much advantage as possible from the communication within the State of New Jersey with the cities of Philadelphia and New York respectively, and not for traffic between the said two cities. 20

And these defendants, further severally answering, say that they have always acted in good faith towards the complainants in reference to the construction of their said railroad ; and the said William Torrey, answering for himself, says, and the other defendants severally believe it to be true, that when application was made to the Legislature for the original charter of the Raritan and Delaware Bay Railroad Company, a copy of the same, before it was introduced in the Legislature, was shown to Robert F. Stockton, the President of the Delaware and Raritan Canal Company, who 30 makes an affidavit attached to the said bill for the purpose of being examined by him, and of ascertaining whether he or those interested in the complainants' roads had any objection to its passage ; that the said Stockton took the said bill for the purpose of examination, and retained it for a day or two, and upon being applied to for the said bill replied that he had read and approved of it entirely, but requested that it be left with him to be laid before the joint board of the complainants for their approval, alleging that it would save any further difficulty in the matter ; that the 40

bill was thereupon left with him; that afterwards it was returned by said Stockton with the statement that it had been laid by him before said board, and that they, the said joint board of the complainants had approved of it, and that there would be no trouble in passing the bill through the Legislature: that the said William Torrey was informed by two other Directors of the complainants, that the bill was so presented and approved of by the said joint board. And the defendants charge that it was presented to the joint board  
 10 of Directors of the complainants for approval, and that it was by them examined, and that the said companies approved of it, and did consent to the passage of the said bill for the construction of the said railroad of the defendants, the Raritan and Delaware Bay Railroad Company. And the said William Torrey for himself says, and the other defendants severally believe it to be true, that afterwards, and before the passage of the supplement of the twelfth February, eighteen hundred and fifty-six, the said Robert F. Stockton was informed of the said act, and particularly of the intention to leave Tom's River, and carry the road through  
 20 the village of Manchester, and said he had no objection thereto, and made no opposition thereto; and that no opposition was made to the said supplement, by the complainant. And these defendants expressly charge, that the said complainants did consent to the said supplement, and to the change of route therein authorized; and this defendant, the said William Torrey for himself, further answering, says, and the other defendants severally believe it to be true, that the said William Torrey showed the said Robert F. Stockton,  
 30 about the date thereof, the agreement of October fifteenth, eighteen hundred and fifty-five, between the Camden and Atlantic Railroad Company, and the Raritan and Delaware Bay Railroad Company, which is annexed to this answer, and that he made no objection to it.

And these defendants, further severally answering, say that they have always acted in good faith towards said defendants, and to show that they have no grounds whatever for their allegation in the said bill of the intention of the defendants to act otherwise, but on the contrary thereof they  
 40 show that on or about the eighteenth day of March, eighteen



hundred and sixty-one, a letter, of which the following is a copy, was addressed on behalf of these defendants to the complainants :

NEW YORK, MARCH 18, 1861.

To the Joint Board of Directors of  
the Delaware and Raritan Canal  
and Camden and Amboy Rail-  
road Companies.

GENTLEMEN :

We have been appointed a committee, on behalf of the 10  
Raritan and Delaware Bay Railroad Company, to open a  
communication with the joint companies in relation to their  
respective interests.

As the relations existing between our companies have  
heretofore been of the most friendly character, our company  
also being under obligations to yours for countenance thus  
far in our proceedings, for efficient aid in our applications  
to the Legislature of New Jersey, it is but evidencing our  
appreciation of this state of feeling to lay before your board  
the progress of our road, and to make certain propositions 20  
by which future difficulty may be avoided, and the relations  
of our companies remain as at present.

The Raritan and Delaware Bay Railroad, after a long and  
determined struggle against many difficulties, finds itself  
possessed of means and credit, sufficient we think to accom-  
plish its object. It has now reached *Bergen Iron Works*,  
twenty-seven miles from Port Monmouth, our northern ter-  
minus, and in a very short time will be completed to *Man-*  
*chester*. Upon completing the road to the latter place, it  
becomes important, in our opinion, both to your company 30  
and ours, that the point to which it shall then run, shall be  
definitely settled. It shall be our endeavor to avoid all just  
cause of censure in any effort to compete with the Camden  
and Amboy Railroad Company between the cities of New  
York and Philadelphia. Questions may arise in which an  
honest difference of opinion will exist, but they shall be  
considered by us with an earnest desire for, and which will  
no doubt be susceptible of an easy settlement.

Looking to the time when the exclusive privileges of the

Camden and Amboy Railroad Company expire, it will of course be the interest of our company to approach their line as near to Philadelphia after leaving Manchester as will be compatible with the great objects of this road. Anticipating the time when the carrying trade between the cities of New York and Philadelphia shall be thrown open to competition, it has forcibly struck us that some arrangement with our company may be desirable for you. We do not ask your assistance either in the matter of money or credit to enable  
 10 us to complete our road. We expect in any event to extend it as far as the Camden and Atlantic Railroad during the present year. This must give us a large local business to and from the interior of New Jersey with New York and Philadelphia. The Long Branch business between these cities already gives promise of a most profitable return.

We desire before proceeding with our construction below Manchester, to propose to you an arrangement, one which we think can cause you no loss during the unexpired term of your charter, and which must be greatly to your advantage  
 20 after that time.

It is our intention to construct our road to one of the following three points,—the latter two, of course, dependant upon an arrangement with you.

1st. To the line of the Camden and Atlantic Railroad, at a point as near Philadelphia as will be compatible with our main design, and to connect from such point with the lines penetrating West Jersey ; or,

2d. To construct our road from Manchester to Camden in a direct line by means of such existing charters as can be  
 30 controlled ; or,

3d. To connect our road with yours at Pemberton. Either of these three routes we are prepared to construct, and upon completing either of them, propose to lease to you our whole line including the Long Branch spur, for thirty years, for \$165,000 per annum, which will enable us to pay the interest upon our bonded debt, a portion of the interest on our capital stock, and provide for our small sinking fund and its management.

Should the second route be adopted, the increased cost  
 40 would require an addition to the rental of \$35,000.

It is the opinion of our board of direction, that our road must, with the addition of the through traffic which you could throw upon it between the cities of New York and Philadelphia, be a good investment at the rent proposed, under all circumstances, and would add greatly to your strength and power to resist competition, when competition shall be thrown open in 1869. It would also enable you to occupy the territory lying east of your road, so as to preclude any future profitable investment of capital in railroads in that portion of the state. 10

Enclosed we send you a pamphlet copy of our charter, and a map showing the proposed routes.

We have the honor to be,

Your obedient servants,

ROBERT LENOX KENNEDY,  
HENRY M. ALEXANDER.

Which letter was received by the said complainants, and its receipt acknowledged by them, and no objection was ever made to it, except as to the amount of rent referred to in said letter. 20

And these defendants insist that whenever the alleged exclusive privileges of the complainants shall by lapse of time have expired or otherwise ceased, these defendants will have the right to carry on the business of transporting freight and passengers between New York and Philadelphia; and while the said Raritan and Delaware Bay Railroad has been constructed, and the branch of the Camden and Atlantic from Jackson to Batsto is being constructed and located where they now are, so as to better accommodate the local business of the State of New Jersey, it was also desirable to have the said road located on the said routes as best adapted to secure the business between New York and Philadelphia, when such business may lawfully be sought for by these defendants; and while they do not admit the exclusive privileges claimed by the complainants in their said bill, they severally deny that they intend in any way to violate the chartered rights of the said complainants, or that they intend during 30



their existence to violate any of the alleged exclusive privileges of the said complainants.

And this defendant Richard Jones, for himself, says, and the other defendants severally believe it to be true, that John L. McKnight, one of the directors of the said complainants, has from time to time, during the year eighteen hundred and sixty-one, and eighteen hundred and sixty-two, been informed of the progress making in the building the said road, and of the route pursued by these defendants in  
 10 building the same. And the defendants further charge, that the said complainants have consented to the construction of the said railroad of the defendants upon the present route thereof.

And these defendants further severally say, that since the said 18th day of March, eighteen hundred and sixty-one, the date of the said letter, the Raritan and Delaware Bay Railroad Co. have expended upwards of six hundred thousand dollars in the construction of their said Railroad south of the Bergen Iron Works, and with the full knowledge of the  
 20 said complainants and their presidents and directors, and largest stockholders, and that at no time have the said complainants or any one on their behalf, made any objection to the defendants, the Raritan and Delaware Bay Railroad Company, or to any one on their behalf to the construction of the said Railroad, or to its location, or the route of its construction, although at that time the road was completed to the Bergen Iron Works, seven miles below Squankum, the place where the complainants complain the defendants made the first deviation of their line. And these de-  
 30 fendants respectfully insist that it is most inequitable and contrary to good conscience that the said complainants should make a serious charge against these defendants for doing them an injury by acts to which they did not object, and that they should wait until after so large an expenditure of money, and then complain of them in a court of Equity.

And these defendants further severally answering say, that while they all and each of them declare that it is not, nor ever has been their intention by the construction of their  
 40 Railroad, or its connection with the Camden and Atlantic

Railroad, or otherwise, to interfere with the complainants' chartered rights, by competing with the Railroad of the complainants by the transportation of passengers or merchandise between the cities of New York and Philadelphia, or otherwise, they expressly deny that the complainants have any grants, chartered rights, or privileges to the extent, or of the exclusive character claimed by them in their said bill.

And these defendants, further severally answering, say that they have not purchased or contracted to purchase any land at or near Kaighn's Point, for any purpose, nor are they 10 making any spur from the Camden and Atlantic Railroad, at or near Camden, to Kaighn's Point, and they are not working on said route, and no portion of said spur has been let to any contractor otherwise than shown in the agreement to this answer annexed.

And these defendants, further severally answering, say that to their knowledge, information, or belief, no officer or officers of the Raritan and Delaware Bay Railroad Company, or of the Camden and Atlantic Railroad Company, have at any time avowed his or their intention of making the connection of the several railroads complained of in the bill, for 20 the purpose of interfering with any chartered rights of the said complainants, but, on the contrary, have denied any such intention; and the said William Torrey, and John Torrey, Jr., answering each for himself, says, that he has not at any time avowed his intention of making the connection complained of for the purpose of interfering with the chartered rights of the complainants; but, on the contrary have uniformly denied any such intention.

And these defendants, further severally answering, say 30 that the said Raritan and Delaware Bay Railroad Company is now doing a large local business on their railroad to and from Port Monmouth, to about thirty-five miles in the interior, with every prospect of a large increase, and all of which business has been done with a very inadequate rolling stock, and very insufficient to do the business which has been offered, and now is being offered to the Raritan and Delaware Bay Railroad Company. That they, the Raritan and Delaware Railroad Company, are running three daily trains to and from Port Monmouth and Long Branch, and doing a 40

very large business both of passengers and merchandise. That Long Branch is a place of great resort, and has been for a number of years a favorite summer retreat for the citizens of Philadelphia and that portion of New Jersey through which the road runs, and it is true that these defendants, the Raritan and Delaware Bay Railroad Company expect to reap large profits from the facilities which will be offered to the public, and particularly to Philadelphians, by means of this new railroad connection, and they therefore admit it is  
 10 true that in making a connection with the Camden and Atlantic Railroad, it is a matter of great importance to both said Companies and the public at large, to make the route to Philadelphia as short and expeditious as possible, and that all these considerations have influenced them in making the connection near Atsion as aforesaid.

And the defendants, further severally answering, say that the distance from Port Monmouth to Camden, by way of the Raritan and Delaware Bay Railroad and the Camden and Atlantic Railroad and its branch, is about one hundred  
 20 and ten miles; that the distance from Port Monmouth to Red Bank is about seven miles; from Red Bank to Squankum is about thirteen miles; from Squankum to Bergen Iron Works is about seven miles; from Bergen Iron Works to Atsion is about thirty-seven miles; and from Atsion to the terminus of the Camden and Atlantic Railroad on the Delaware River, is about twenty-eight miles.

And these defendants, further severally answering the allegations of the complaint, that "if the said roads are constructed, their construction will greatly depreciate the value  
 30 of the franchise of the complainants, will lessen the value of their stock, and deprive the stockholders of their reasonable profits, and subject the complainants to a pecuniary loss, which the defendants would be unable to compensate," say that such allegations are mere matters of opinion, about which these defendants, or either of them, have formed no judgment, or to which they have given any consideration, and therefore cannot admit the same.

And as to the allegation that these defendants have refused to desist from further prosecuting their said alleged designs,  
 40 and the work on the said railroads, these defendants, further



severally answering, say that no request has been made by the complainants to them, or either of them, to desist from prosecuting their said alleged designs, or the work on the said railroads, but, on the contrary thereof, these defendants, the Raritan and Delaware Bay Railroad Company, have been encouraged to go on and complete their said railroad by the acquiescence of the said complainants, whose officers and agents, they are informed and believe, have, from time to time, been fully cognizant of the progress made thereon.

And these defendants further answering the charge in the 10 said bill contained, "that neither of the said companies (the said the Camden and Atlantic Railroad Company and the said the Raritan and Delaware Bay Railroad Company meaning) have any authority by law to connect their roads in the manner" alleged in the said bill to be proposed, severally deny the said charge, and on the contrary thereof severally insist that there is nothing in the charters of the said companies, or either of them, or in the acts or supplements set forth in the said bill of complaint, or either of them, or in any act or acts of the Legislature of the State of New Jer- 20 sey whatever, which by direct language or by implication prohibits the said companies, or either of them, from connecting their roads by means of the branch aforesaid from Atsion aforesaid to Jackson aforesaid, and that they are by necessary implication expressly authorized so to connect them.

And these defendants, further answering, severally say, that among other considerations which induced the location of the said railroad on its present route, was the fact that the present location of the road is the best one that could be adopted for the purpose of bringing to a profitable market 30 the marl abounding in that region of country, the transportation of which was, when the road was projected, and is now, considered a source of great profit to the said railroad, and has been a moving cause with many of the stockholders in making their investments, and also with the directors in determining the location of the route thereof; and no other location that could have been made, would have been as favorable for this purpose as the present one; and that since the road has been in operation, the demand for the marl has

far exceeded their most sanguine expectations, and is far beyond the capacity to supply it.

And these defendants severally deny all unlawful combination and confederacy in said bill charged, without that, that any other matter or thing, material for these defendants to make answer unto, and not herein or hereby well and sufficiently answered, confessed or avoided, traversed or denied, is true, to the knowledge or belief of these defendants.

10 All which matters and things these defendants are ready to aver, maintain and prove, as this honorable court shall direct; and humbly pray that they may be dismissed hence, with all reasonable costs and charges in this behalf sustained.

And this defendant, The Raritan and Delaware Bay Railroad Company, doth hereby aver and verify the truth of the facts and averments contained in the above answer, under its common seal, which it has for that purpose caused to be hereunto annexed, attested by the signature of their President.

F. B. CHETWOOD, President. [L. s.]

20 CHETWOOD & MAGIE, Solicitors for Defendants.

B. WILLIAMSON, of Counsel, with Defendants.

*New Jersey, ss.:*

Francis B. Chetwood, being duly sworn, on his oath saith, that he is the President of the above-named defendant, The Raritan and Delaware Bay Railroad Company; that the matters and things set forth in the above answer, so far as relate to his own acts and the acts of the said the Raritan and Delaware Bay Railroad Company, are true; and so far as relate to the acts of others, he believes them to be true.

30

F. B. CHETWOOD.

|                           |          |
|---------------------------|----------|
| Sworn and subscribed      | day of } |
| July, 1862, before me, at | }        |

*New Jersey*, ss: The above named defendants, William Torrey, Richard Jones, William A. Torrey, and John Torrey, Jr., being severally duly sworn, each on his oath saith, that the matters and things set forth in the above answer, so far as relate to his own acts, are true, and so far as relate to the acts of others, he believes them to be true.

WILLIAM TORREY,  
RICHARD JONES,  
WILLIAM A. TORREY,  
JNO. TORREY, Jr.

10

Sworn and subscribed this }  
day of }  
July, 1862, before me. }



## CONTRACT

Between "The Camden and Atlantic Railroad Company," a corporation of the State of New Jersey, of the first part, and Samuel W. Torrey and William A. Torrey, railroad contractors, of the city of New York, composing the firm of S. W. & W. A. Torrey, of the second part, witnesseth:

That the said parties of the second part, for the consideration hereinafter mentioned, do covenant and agree to perform all the labor, and to furnish all the cross-ties, iron rails, 10 tools, implements, materials, and all other things requisite and necessary to grade and complete the road-bed and to lay the superstructure of the two branches of the railroad of the said parties of the first part, being a part of the branch road to Batsto, in Burlington County, authorized to be constructed under the act incorporating the said Camden and Atlantic Railroad Company, to wit:

The first commencing at a point on the line of the main road of the parties of the first part as the same may be designated by "The Raritan and Delaware Bay Railroad Com- 20 pany," under existing agreements between the last-named Company and the parties of the first part, and running thence in an easterly direction, towards the village of Batsto, to a point of intersection of the said branch with the Raritan and Delaware Bay Railroad within or near the County of Atlantic.

The second branch commencing at a point on the main road of the parties of the first part not more than two miles from the present terminus of the railroad, at the city of Camden, of the said parties of the first part on the Delaware River, 30 to be designated by the said "The Raritan and Delaware Bay Railroad Company," under such existing agreements aforesaid, and running from thence westerly to a point on the Delaware River to be designated as aforesaid; being the same two branches which are particularly mentioned and provided for in an agreement made and executed by and between the parties of the first part and the said "The Raritan and

Delaware Bay Railroad Company," bearing date the twenty-fifth day of October, eighteen hundred and sixty-one, and modified by a supplemental agreement dated February fifteenth, eighteen hundred and sixty-two, to which agreement and its supplement reference is hereby made by both parties to this agreement.

And the said parties of the second part hereby covenant and agree to and with the said parties of the first part that they, the said parties of the second part, will complete the said first mentioned branch, and furnish the right of way therefor free of all charge, in manner aforesaid, on or before the first day of January next unless delayed by proceedings beyond their control; and that they will complete the said second branch, in manner aforesaid, on or before the first day of January, 1864, and that both of said branches shall be constructed and completed according to the specifications hereunto annexed, in every respect, for and in consideration of the sum of fifteen thousand dollars a mile for each and every mile of the said branches, and at that rate for any part thereof, to be paid in manner hereinafter mentioned. 10

And the said parties of the first part hereby covenant and agree to and with the said parties of the second part, their executors, administrators, and assigns, that they, the said parties of the first part, will pay to the said parties of the second part, for the construction and completion, in manner aforesaid, of each and every mile of the said two branches, and for the right of way furnished for the said first branch, as aforesaid, the sum of fifteen thousand dollars for each and every mile of the said branches, and at that rate for any part thereof: To be paid by the party of the first part, to the party of the second part by a payment of ten per cent. of the gross earnings of the said Camden and Atlantic Railroad Company under the agreement with the Raritan and Delaware Bay Railroad Company, dated October 25th, 1861, at each and every monthly settlement in such agreement specified, until the whole of the principal and interest of said cost shall be fully paid. 30

And, in order to secure the faithful performance of this contract, on the part of the said parties of the first part, the said parties of the first part do hereby covenant and agree 40

to and with the said parties of the second part, their executors, administrators, or assigns, that the said branches, while in the progress of such construction, and after the completion thereof, shall continue and remain in the possession and under the entire control of the said parties of the second part, their executors, administrators, and assigns, and be and remain their exclusive property, until the same shall have been fully paid for in manner aforesaid, according to the true intent and meaning of this agreement ; and for that

10 purpose, the parties of the second part, their executors, administrators, or assigns, shall and may, and they are hereby authorized, from time to time, to receive such share of nett earnings as the said two branches will be entitled to under the existing agreements hereinbefore referred to ; that is, the said parties of the second part, as to the said two branches, while the same are in their possession as aforesaid, and until the said principal and interest shall be fully paid in manner aforesaid, shall receive the revenue and nett income of the said branches, and shall stand in the place and

20 stead of the said parties of the first part as to any contract or contracts now existing between the said parties of the first part or any other company, in reference to the duties of running of the said branch and the right to the receipts or revenue to be derived therefrom, and shall have the full benefit of said contracts as fully as the said parties of the first part are entitled to the same, and from such nett earnings so to be received by the said parties of the second part, shall retain the amount of such monthly installments of the principal debt, and pay over the remainder thereof, if any,

30 to the said parties of the first part.

Provided that this contract shall not in any respect interfere with or prevent the full execution of the contracts of the twenty-fifth of October, 1861, and fifteenth of February, 1862, between the Camden and Atlantic Railroad Company and the Raritan and Delaware Bay Railroad Company, or affect the rights of the parties to said contracts under the same, except so far as to entitle the said party of the second part to receive so much of the nett revenue under the said agreements to which the Camden and Atlantic Railroad



Company may be entitled, as shall be sufficient to pay the monthly installments herein agreed to be paid.

In witness whereof, the said "The Camden and Atlantic Railroad Company" have caused this contract to be executed in duplicate on their behalf by W. D. Bell and A. J. Antelo, a committee appointed for that purpose under a resolution passed by the Board of Directors of said Company, at a meeting held on the fifth day of April, 1862; and the parties of the second part have hereunto set their hands and seals this tenth day of April, eighteen hundred and sixty-two. 10

|                                  |   |                 |
|----------------------------------|---|-----------------|
| Sealed and delivered in presence | } | S. W. TORREY,   |
| of                               |   |                 |
| JOSEPH TORREY, as to             |   |                 |
| S. W. TORREY and                 |   | WM. A. TORREY,  |
| WM. A. TORREY.                   |   |                 |
| THEO. TREWENDT, as to....        | } | W. DWIGHT BELL, |
| W. HALL MERCER, as to....        |   | A. J. ANTELO.   |

THIS AGREEMENT, made this                      day of                      in the year of our Lord one thousand eight hundred and fifty-eight (1858), between "The Camden and Atlantic Railroad Company," parties of the first part, and "The Raritan and Delaware Bay Railroad Company," parties of the second part. 20

Whereas, on the fifteenth day of October, Anno Domini one thousand eight hundred and fifty-five, the two aforementioned Companies entered into two several agreements in writing touching and concerning an arrangement made between them for their mutual interest and advantage in conveying passengers and freight over their respective railroads, or portions thereof. In and by which agreements it was 30 provided, among other things therein contained, that in order to make said agreements binding upon "The Camden and Atlantic Railroad Company," they, "The Raritan and Delaware Bay Railroad Company," should complete that

portion of their railroad to extend from the Camden and Atlantic Road to Delaware Bay, in two years from the date of said agreements, and should also complete that portion of their railroad to extend from the Camden and Atlantic Road to Raritan Bay, in four years from the date of said agreements.

And whereas "The Raritan and Delaware Bay Railroad Company" have unavoidably been unable to complete either of the said sections of their said railroad. And whereas, on the non-completion of that portion of said road to extend from the Camden and Atlantic Railroad to Delaware Bay, they, "The Camden and Atlantic Railroad Company" aforesaid, entered into an agreement with "The Cape May and Atlantic Railroad Company," in relation to a road to be constructed from the Camden and Atlantic Road to Cape May.

Now this agreement witnesseth, that it is hereby agreed by and between the said parties hereto—

*First.* That "The Raritan and Delaware Bay Railroad Company" are hereby allowed the further time of five years from the date hereof to construct that portion of their railroad which shall connect Raritan Bay with the branch road which they agree to build for "The Camden and Atlantic Railroad Company," as next hereinafter mentioned.

*Second.* In consideration of the above extension of time, "The Raritan and Delaware Bay Railroad Company" agree, as soon as they shall have constructed the portion of their railroad as last aforesaid, to make and construct for "The Camden and Atlantic Railroad Company," a branch railroad to extend from Waterford to some convenient point in the line of the Raritan and Delaware Bay Railroad, within the county of Atlantic, as shall be approved of by "The Camden and Atlantic Railroad Company," and which branch railroad shall form part and parcel of that branch road which the said last-named Company, by its charter, is authorized and empowered to construct to Batsto.

*Third.* It is agreed that "The Raritan and Delaware Bay Railroad Company" shall have the use of said branch road so by them built for the term of thirty years, from the date of the completion of their railroad connecting said branch

road with Raritan Bay, for the mutual objects and interests of the said companies, as expressed in said agreements of the fifteenth day of October, Anno Domini 1855, at the expiration of which term "The Camden and Atlantic Railroad Company" aforesaid shall pay to "The Raritan and Delaware Bay Railroad Company" the actual cost of constructing said branch road.

*Fourth.* It is hereby also agreed that the terms and provisions of the said agreements of the fifteenth day of October, 1855, above recited, not herein or hereby altered, are hereby 10 extended to, and shall continue in force, so far as the same refer to the portion of The Raritan and Delaware Bay Railroad lying between the Batsto branch of the Camden and Atlantic Road and Raritan Bay for the period of thirty years from the date of the completion of the same.

*Fifth.* It is hereby also agreed that if "The Cape May and Atlantic Railroad Company" shall not have completed their road within six months after the Raritan and Delaware Bay Railroad Company shall have finished the above-mentioned portion of their road, connecting Raritan Bay with 20 said section of the Batsto branch of the Camden and Atlantic Railroad, that then and in such case those articles of the agreements of the fifteenth day of October, 1855, above recited, not herein or hereby altered, shall so far as the same refer to the portion of the Raritan and Delaware Bay Railroad, lying between the Camden and Atlantic Railroad and Delaware Bay, be revived and continue in force for the residue of the aforesaid period of thirty years, from the date of the completion of the above-mentioned portion of the Raritan and Delaware Bay Railroad, connecting Raritan Bay 30 with said section of the Batsto branch of the Camden and Atlantic Railroad. And "The Raritan and Delaware Bay Railroad Company" shall in such event have two years from the expiration of the six months above named in which to construct said portion of their road from the Camden and Atlantic Railroad to Delaware Bay.

*And finally,* and to the true and faithful observance and performance of the several articles and agreements hereinbefore contained, the said parties hereto do hereby respectively bind and oblige themselves and their successors each 40



unto the other, and their successors firmly by these presents.

In witness whereof, "The Camden and Atlantic Railroad Company" and "The Raritan and Delaware Bay Railroad Company" have caused their common or corporate seals, duly attested, to be hereunto severally set and fixed on the day and year first hereinabove written.

Sealed and delivered in the presence of us.

10                    MARKS JOHN BIDDLE,  
                      HORACE WHITEMAN.  
By F. B. CHETWOOD, Pres't, &c.  
                      in the presence of Wm.  
                      JAY MAGIE.

F. B. CHETWOOD, Pres't  
Of the Raritan and Delaware Bay Rail- [L. s.]  
road Company.

Attest: EZRA. A. OSBORN, Secretary.

JOHN BROADHEAD,  
President of the Camden and Atlantic  
Railroad Co.

20

[L. s.]

Attest: ROBERT FRAZER, Sec'y.

Camden and Atlantic Railroad Co.

SUPPLEMENTAL AGREEMENT made by and between the Camden and Atlantic Railroad Company, of the first part, and the Raritan and Delaware Bay Railroad Company, of the second part:

30        Whereas, the parties to these presents have made and executed an agreement, bearing date the fifth day of October, A. D. one thousand eight hundred and sixty-one; and whereas, it is desirable that certain portions of said agreement should be amended, explained, and added to, as hereinafter set forth:

Now, therefore, this agreement witnesseth, that to secure the full and perfect performance of the said Articles of Agreement, and in consideration of the sum of one dollar mutually acknowledged to be paid, each to the other, by the parties to these presents, the said party of the first part hereby

agrees to and with the said party of the second part, that in case the Articles of Agreement before mentioned and these Supplemental Articles of Agreement shall, at any time during the continuance thereof, in the judgment of the President of the Pennsylvania Railroad Company, of the Camden and Atlantic Railroad Company, and of the Raritan and Delaware Bay Railroad Company, for the time being, or of a majority of them, be obstructed or delayed by the party of the first part, or shall not in good faith be carried out according to the true intent and meaning thereof, then and in that case the party of the second part shall have the right to enter upon, take possession of, and manage the said railroad of the party of the first part, so far as may be necessary for them to fully and effectually carry out the purposes of said Agreement, and this Supplemental Agreement, without unnecessarily interfering with the regular business of said party of the first part, between Camden and Atlantic City, and to run the trains of the party of the second part, upon the road of said party of the first part, as they may see fit, without hindrance or obstruction of the said party of the first part. And the party of the first part will, without suit or delay, give possession of so much of their said railroad and branches, as may be necessary for the uses and purposes of said party of the second part, in carrying out said Agreement and Supplemental Agreement. 10 20

And in order more fully to carry out this agreement, the party of the first part doth hereby constitute and appoint the party of the second part, or such other person or persons as the said party of the second part shall substitute, their true and lawful attorney, irrevocable, for and in the name of the party of the first part, to do all lawful acts necessary to be done to carry out this provision of these supplemental articles of agreement; and to authorize and empower such party of the second part, and their substitute as aforesaid, to consent to any proceedings being entered in any court of competent jurisdiction, either of law or equity; and to consent to the entry of any decree or judgment for a specific performance of this provision of these supplemental articles of agreement, giving to the party of the second part the management and operating of such portion of the railroad and branches of the 30 40

party of the first part, and of the ferries in connection therewith, as may be required for the purpose, hereby releasing and waiving all errors and all right to appeal or review or stay of proceedings.

And it is further hereby agreed, that should the party of the first part fail punctually to pay to the holders thereof the coupons heretofore due or hereafter to become due, upon any or all of the mortgage bonds of the said "Camden and Atlantic Railroad Company," then and in that case the  
 10 said party of the second part shall be and is hereby authorized to purchase or pay the same from the share of earnings under the several agreements then existing between the parties hereto, to which the said party of the first part may be entitled, or from the funds of the said party of the second part; and the said coupons shall exist in the hands of said party of the second part as good and sufficient vouchers and demands against said party of the first part; and the said party of the second part shall acquire and be possessed of all the rights which the original holders of said coupons may  
 20 have possessed before said purchase or payment.

And it is hereby further agreed, that the branch of the railroad of said party of the first part, which by said agreement, dated October 5th, 1861, was agreed to be built from the village of Waterford, easterly towards Batsto, shall at the option of said parties of the second part, be commenced at any point on the railroad of the party of the first part, not more than four miles either east or west of said village of Waterford, to connect with the road of said parties of the second part at some point within the county of Atlantic;  
 30 but the said branch road shall not be more than nine miles in length, instead of six miles in length, as provided in said agreement.

And it is further agreed that the parties whom the party of the second part is authorized to designate as contractors for constructing the branches of the railroad of the party of the first part, as provided in said articles of agreement, dated October 5th, 1861, shall be Samuel W. Torrey and William A. Torrey, composing the firm of S. W. & W. A. Torrey, railroad contractors, of the city of New York, and the said



S. W. & W. A. Torrey are hereby designated and appointed as such contractors.

In witness whereof, the parties hereto, by their respective Presidents and Secretaries under their corporate seals, have executed this agreement this fifteenth day of February, one thousand eight hundred and sixty-two.

Witnesses present at the execution  
by the Camden and Atlantic  
Railroad Company :

JOHN BRODHEAD, 10  
*President of the Camden and  
Atlantic Railroad Co. [L. s.]*

HORACE WHITEMAN, ROBT. FRAZER,  
D. M. BRODHEAD, Jr. *Sec'y Camden & Atl.  
R. R. Co.*

Witnesses present at the execution  
by the Raritan and Delaware  
Bay Railroad Company :

F. B. CHETWOOD, 20  
*President of the Raritan  
and Delaware Bay Rail- [r. s.]  
road Co.*

JOSEPH TORREY.

Attest, R. A. BRICK,  
*Secretary.*

THIS AGREEMENT, made this twenty-fifth day of October, in the year of our Lord one thousand eight hundred and sixty-one, between the Camden and Atlantic Railroad Company, party of the first part, and the Raritan and Delaware Bay Railroad Company, party of the second part, witnesseth: *Whereas*, the party of the second part is now constructing a railroad from Port Monmouth, in the Raritan Bay, to the Delaware Bay, which will intersect the railroad of the party of the first part: and whereas, the party of the second part designs the immediate completion of that portion of their road northerly of the road of the party of the first part, and an early completion of that portion of their road southerly of the road of the party of the first part: and

whereas, it is important for the interests of that portion of New Jersey through which the said railroad of the party of the second part is or shall be constructed, that an easy and direct communication shall be established between the city of Philadelphia and all points in New Jersey on and near the line of the said Raritan and Delaware Bay Railroad : and whereas, the party of the first part, in order to make the aforesaid communication with the city of Philadelphia as easy as possible, is about to construct a branch railroad

10 from Waterford to Batsto, which will intersect the Raritan and Delaware Bay Railroad, and also is about to construct another branch, from a point on their railroad between Waterford and Camden to a point on the Delaware river ; and whereas, there should be a full understanding between the parties to these presents as to the control and running of trains which shall pass from the road and branches of one party to the road of the other,—*Now*, know all men by these presents, that the party of the first part, in consideration of the premises, and of one dollar to said party of the first part

20 paid by the party of the second part, covenants and agrees to construct without delay a branch railroad, to extend from Waterford to some point on the Raritan and Delaware Bay Railroad, within the county of Atlantic, as shall be approved of by the party of the second part, and which branch railroad shall form part and parcel of that branch road which the party of the first part by its charter is authorized and empowered to construct to Batsto : provided the party of the second part will furnish, or cause to be furnished, upon the terms hereinafter mentioned, the means necessary for the

30 purpose of furnishing the right of way and building said portion of said branch road, from Waterford to Batsto : provided said branch shall not exceed six miles in length.

And the party of the first part further agrees, upon the like terms and conditions, and with the proviso aforesaid, to construct another branch railroad from some point on the Camden and Atlantic Railroad between Waterford and Camden to some point on the Delaware river in pursuance of the supplement to the charter of the Camden and Atlantic Railroad Company for the same, both of said points to be designed or approved by the party of the second part. Pro-

40

vided that the point of departure of this branch from the Camden and Atlantic Railroad shall not be more than two miles from the terminus of the said Camden and Atlantic Railroad at Cooper's Point, unless by the consent of both parties hereto.

And the party of the first part further covenants and agrees to furnish the right of way for the last-mentioned branch road in addition to the sum to be paid for its construction; but the said party of the second part agrees to advance the sums necessary to pay for such rights of way, which advances 10 shall be repaid and secured to them in the same manner as the cost of constructing said branch as hereinbefore provided. But the party of the second part shall not be required to pay for said rights of way, nor to construct such last-mentioned branch road, until such time as the said party of the second part may elect so to do. And the party of the second part, in consideration of the premises and of one dollar to them in hand paid, agrees to furnish, or cause to be furnished, as required by the progress of the work, the means necessary to enable the party of the first part to construct 20 both the branch railroads aforesaid, said advances to be repaid as is hereinafter provided for. Provided the said party of the second part shall have the control of said construction, and shall have the privilege of designating what contractors shall build the said branches, and the sum beyond which the cost of said branches shall not extend; and it is mutually agreed that the costs of said branches shall in no event exceed the sum of fifteen thousand dollars per mile for construction; which said sum not exceeding fifteen thousand dollars per mile shall include the price of the right of way 30 in the portion of the Batsto Branch to be constructed as aforesaid, but shall not include the price of the right of way in the Camden Branch aforesaid; but the last-mentioned right of way shall be in addition to said sum.

And the party of the first part further covenants and agrees, to transport, or allow the party of the second part to transport all locomotives and cars of every description, and all passengers, baggage, freight, mails, and express matter, that may be delivered to the party of the first part, by the party of the second part, over any and all parts of their rail- 40



road, and aforesaid branches, between the point or points of intersection, and any termini of said Camden and Atlantic Railroad, or branches at Camden, the Delaware river or Atlantic City, and between such points of intersection and any intermediate points on said road and branches of the party of the first part, as the party of the second part may elect. Provided, that this shall not be construed to enable the party of the second part to use the road of the party of the first part, except in connection with the road of the party of the second part.

And the party of the first part further covenants and agrees, that said party of the first part will procure a sufficient number of staunch and commodious ferry-boats, to be used at the termini of their said road and branches upon the Delaware, and will convey promptly, and without unnecessary delay, to and from Philadelphia and the termini of the said railroad and branches at Camden, and other point or points on the Delaware River, all such freight, passengers, and merchandise, and cars, as the said party of the second part shall require.

The parties hereto mutually covenant and agree, in consideration aforesaid, that all trains, car, or cars, freight, baggage, mails, express matter, and passengers, shall be drawn by good and sufficient engines of the respective parties, each over its own road and branches, and the velocity of running shall be the same upon the road and aforesaid branches of the party of the first, as that adopted, from time to time, by the party of the second part for similar service. Provided this shall apply only to that portion of the said road and branches, of the party of the first part, constructed, and to be constructed, westerly of the point or points of intersection of said last-mentioned railroad and branches with the Raritan and Delaware Bay Railroad: and each party aforesaid agrees to perform said service promptly, and without unnecessary delay; and with such number of trains, and at such times, as the party of the second part may, from time to time, require. And in case the party of the first part shall fail, or from any cause be prevented from carrying out this agreement, or any part thereof, then the party of the second part shall be, and by these presents is authorized,

without notice to the party of the first part, to perform the duty of transporting cars, merchandise, passengers, and freight, as herein provided; or such other duty as the said party of the first part shall fail to perform, or be prevented from performing, charging the party of the first part with the fair cost of doing the same, and accounting to them for the share of the party of the first part, for their share of earnings, as hereby provided. Provided the number of trains daily run over the said road and branches of the party of the first part, shall be no greater than the business 10 to be done will profitably sustain.

It is further mutually agreed in consideration aforesaid, that the passengers, baggage, and freight cars, and all other cars used on trains passing to and from the road of the party of the second part, to the road and branches of the party of the first part, shall be provided by both parties in proportion to the distance run on each road. And in case either party shall furnish a proportion greater than required by this agreement, the other party shall allow one-third of one cent per mile on freight for each and every ton carried in cars so 20 furnished.

And the party of the first part further agrees in consideration aforesaid, that the charges for freight and the rates of fare for passengers and baggage passing to and from said road and branches of one party, to the road and branches of the other, shall on the road and branches aforesaid of the party of the first part, correspond with the charges per mile of the party of the second part, and shall be fixed and determined by the party of the second part. Provided said power to fix the said rates shall only apply to that portion of said 30 road and branches of the said party of the first part as is constructed, or shall be constructed, westerly from the point or points of intersection aforesaid. And provided further, that said rates for freight and passengers shall not be less than the cost of transportation.

It is further mutually agreed in consideration aforesaid, that monthly settlements shall be made on the second Tuesday of each month at Camden, New Jersey, and the balances due shall then and there be paid over to the party to whom

such balance shall be due. And for all passengers and merchandise carried between the respective termini of the roads and branches of both the parties to these presents, the proportions shall be as to the actual distance run on the Camden and Atlantic Railroad to the party of the first part, and as to the actual distance run on the Raritan and Delaware Bay Railroad to the party of the second part. But for all other receipts for freight and passengers coming and going to and from either of said termini, to and from intermediate  
 10 points on said railroads and branches of both parties hereto, the division shall be in proportion to each party hereto of the number of miles run upon each road or branch.

And it is further agreed in consideration aforesaid, by the party of the first part, that the costs of the rights of way of the Camden Branch, and the costs of construction of the branches aforesaid, advanced by the party of the second part, shall be repaid by the party of the first part, to the party of the second part, by a payment of ten per cent. of the gross earnings of the party of the first part under this agreement, at each and  
 20 every monthly settlement aforesaid [said] until the whole of the principal and interest of said costs shall be fully paid; and until said cost of construction shall be fully paid, the said branch road shall be mortgaged to the party of the second part, or to a person or persons designated by said party of the second part, by a first mortgage upon said branches, the franchises, real estate, rails, depots, and stations appertaining to said branch roads; and in case it is not found to be possible so to mortgage them, the party of the first part shall give other security in place thereof satis-  
 30 factory to the said party of the second part, to the full extent of their ability so to do. It being mutually agreed by the parties hereto, that the right of way of the portion of the Batsto Branch is included in the sum mentioned beyond which said cost of construction is not to extend.

All trains shall be under the care and direction of the conductors of the party upon whose road the train or trains shall for the time being be running; and all brakemen and other employees shall be furnished by each party over its own road, and each party shall be wholly responsible for



damages arising upon its own road or branches, not the result of defects in the rolling stock of the other party; in which case, the party owning said defective rolling stock shall be responsible for such damages.

It is further mutually agreed between the parties to these presents, in consideration aforesaid, that in case legal proceedings shall be instituted, calling in question the right of either or both parties to these presents to carry out this contract, in whole or in part, that each party will, in such case, use every effort promptly and in good faith to defend itself and each other; and for this purpose will employ the best counsel, each party supplying counsel for all suit or suits or proceedings against either party or both parties; and will use the utmost diligence to defend itself or themselves against all claims or suits of interference. And it is further agreed, that should such proceedings be commenced against either party, the party so proceeded against will give immediate notice in writing to the other party; and that no default shall be suffered and no judgment or injunction or decree shall be suffered or allowed, or consented to, or settlement or compromise effected, without the consent of both parties to the same; and in case either party shall not use all endeavors to defend itself as aforesaid, or shall seem to the other unnecessarily to delay or neglect to defend any such legal proceeding or suit, the party so neglecting or delaying or refusing to act, or seeming so to do, shall grant full power to the other, and by these presents does grant and give to the other, full power and authority, in its name and on its behalf, to defend said party so neglecting, delaying, or refusing to act as aforesaid, or seeming so to do.

And the expenses of all litigation and all counsel and advice in the matter of the calling in question the rights of either or both parties to act under this agreement, shall be borne in the same pro rata proportion in which the before-mentioned payment of service is herein before provided to be paid; and all suits or proceedings against either party in law or in equity shall be carried to the court of last resort, at the request of either party to these presents.

It is further agreed by the party of the first part, that the party of the first part will make no connection, or permit no

connection to be made, with any other corporation or individual, or individuals, for the conveyance of passengers, freight, merchandize or cars by railroad to or from any point on the Raritan Bay: nor will the party of the first part make any connection with any other railroad intersecting the railroad of the party of the first part, between the intersection of the railroad of the party of the second part and the road or branches of the party of the second part, and the termini of the party of the first part, on the Delaware  
 10 River, lying north of said Camden and Atlantic Railroad and branches.

Nor shall the party of the second part make any connection with any road or roads, that either directly or by connection run to the Delaware River northerly of Camden.

And it is further agreed by the parties hereto, that the agreements made between the parties hereto, dated respectively October 15th, 1855, October 15, 1855, and the parchment agreement of July 22d, 1858, and all other agreements heretofore made, are hereby abrogated, and declared to be  
 20 null and void.

And it is hereby mutually agreed, in consideration aforesaid, that this agreement shall extend and be binding on the parties hereto for thirty years from the completion of the road of the party of the second part, and the branches of the party of the first part aforesaid.

And it is hereby agreed, in consideration aforesaid, that in case the road of the party of the second part to the point of intersection aforesaid, and the portion of the Batsto branch hereinbefore agreed to be built, shall not be constructed  
 30 within two years from the date of these presents, then and in that case the party to these presents who shall not be in default in this behalf shall have the right to declare this contract null and void, by a written notice to the other party; upon which notice being given as aforesaid, this agreement shall be null and void, unless the construction of said road and branches shall be interrupted by legal proceedings.

In witness whereof, the parties to these presents have caused this agreement to be sealed with their respective corporate seals, and signed by their respective Presidents and

Secretaries in duplicate on the day and year first above written.

JOHN BRODHEAD,  
*President of the Camden and Atlantic  
Railroad Co.*

[L. s.]

ROBERT FRAZER,  
*Sec'y Camden and Atlantic Railroad Co.*

Scaled and delivered in the presence of us :

ISAAC LLOYD,  
HORACE WHITEMAN.



AGREEMENT between the Camden and Atlantic Railroad Company, and the Raritan and Delaware Bay Railroad Company :

- Whereas*, the Raritan and Delaware Bay Railroad Company contemplate an early construction of their railroad across the State of New Jersey, from Raritan Bay to Delaware Bay, crossing the Camden and Atlantic Railroad at or east of the Weymouth station on the last-mentioned road ; and whereas railroad communication can thus be made both
- 10 from the north and south with Philadelphia and Atlantic City, together with the intermediate stations on the Camden and Atlantic Railroad, Now therefore, in consideration of the mutual profits and advantages to result to said Companies from such communications, the Camden and Atlantic Railroad Company, and the Raritan and Delaware Bay Railroad Company hereby agree, upon the completion of the said Raritan and Delaware Bay Railroad, or of such portion thereof as will open such line of communication from either
- 20 Delaware Bay or Raritan Bay, to establish through lines from Raritan Bay to Philadelphia, and their intermediate stations, and from Delaware Bay to the said named places upon the same general principles and arrangements as usually govern other railroad companies under like circumstances, and that there shall be as many passenger, freight and mail trains per per day as can profitably be sustained, said trains to be supplied in good and perfect order by the said companies, pro rata, in proportion to the distance to be run over each road ; and the trains, while running on each road, to be under the control and direction of the officers and employees thereof.
- 30 It is also further agreed, that the division of the receipts on said trains shall be divided between the said two railroad companies, in proportion to the distance run upon each railroad. This agreement shall continue in force for the space of fifteen years, from and after the date of the completion of the said Raritan and Delaware Bay Railroad. Provided, nevertheless, that if the said Raritan and Delaware Bay Railroad Company shall fail to complete the portion of their road from Delaware Bay to the intersection with the Camden and Atlantic Railroad within two years from the date hereof, or

shall fail to complete the portion between the Camden and Atlantic Railroad and Raritan Bay within four years from the date hereof, that then, and in either case, this agreement be void, and of no effect, anything hereinbefore contained to the contrary notwithstanding.

In witness whereof, the said railroad companies, parties hereto, have caused their common seals to be affixed, and the Presidents of said companies have herunto set their hands this fifteenth day of October, Anno Domini, one thousand eight hundred and fifty-five. 10

(Signed) GEO. W. RICHARDS,  
*Pres. of the Camden and  
Atlantic Railroad Co.*

[ L. S. ]

Attest, ROBERT FRAZER,  
*Secretary.*

(Signed) F. B. CHETWOOD,  
*Pres. Raritan & Del. Bay  
Railroad Co.*

[ L. S. ]

Attest, WILLIAM A. TORREY,  
*Secretary.* 20

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AGREEMENT between the Camden and Atlantic Railroad Company and the Raritan and Delaware Bay Railroad Company.

Whereas, the Raritan and Delaware Bay Railroad Company contemplate an early construction of their railroad across the State of New Jersey, from the Raritan Bay to Delaware Bay, crossing the Camden and Atlantic Railroad at, or east of the Weymouth station, on the last-mentioned road: Now, therefore, in consideration of the mutual profits and advantages to result to the said companies from said connection and communication to be thereby made between Philadelphia and the North and South, the said Camden and Atlantic Railroad Company hereby agree not to enter into any agreement with any other railroad company, nor with any individual on behalf of any railroad company now, 30

or hereafter to be, incorporated by the State of New Jersey, for conveying passengers or freight by a railroad from, or to, the shores of Raritan Bay, or Delaware Bay. But this agreement shall not be so construed as to prevent the Camden and Atlantic Railroad Company from constructing, or entering into any contracts with any individuals or corporations, who may construct a road or roads to Great and Little Egg Harbor Bays, or to either of them, nor from transporting, or entering into any contracts with any individuals or corporations, who may transport passengers and freight by water, to and from Atlantic City, or any of the waters of Absecom Bay and Inlet. This agreement shall continue in force for the space of fifteen years from and after the date of the completion of said Raritan and Delaware Bay Railroad. Provided, nevertheless, that if the said Raritan and Delaware Bay Railroad Company shall fail to complete the portion of their railroad from Delaware Bay to the intersection with the Camden and Atlantic Railroad, within two years from the date hereof, or shall fail to complete the portion between the Camden and Atlantic Railroad and Raritan Bay, within four years from the date hereof, that then, and in either such case, this agreement be void, and of no effect, anything hereinbefore contained to the contrary notwithstanding.

In witness whereof, the said Railroad Companies, parties hereunto, have caused their common seals to be affixed, and the Presidents of said companies have hereunto set their hands, this fifteenth day of October, in the year of our Lord one thousand eight hundred and fifty-five.

30

(Signed)

GEO. W. RICHARDS,

[SEAL.]

*Pres't of the Camden and Atlantic  
Railroad Company.*

Attest,

(Signed)

ROBERT FRAZER,

*Secretary.*

(Signed)

F. B. CHETWOOD,

[SEAL.]

*Pres't R. & D. Bay R. R. Co.*

Attest,

(Signed)

WILLIAM A. TORREY,

*Secretary.*



*State of New Jersey, ss. :*

Levi D. Bruyn, being duly sworn, on his oath saith,—That he is by profession a Civil Engineer, and is employed by S. W. & W. A. Torrey, as Engineer to superintend the construction of the Batsto branch of the Camden and Atlantic Railroad, as the same is now being constructed by them between Jackson on the Camden and Atlantic Road, and its point of intersection with the Raritan and Delaware Bay Railroad; that he is familiar with the character of the country lying between the said branch line, as now being constructed, and the main line of the Camden and Atlantic Railroad. That said country is traversed by a number of streams running in an easterly direction towards the ocean; also, that swamps and low meadow lands abound in that district. That upon the line on which the said Branch Road is being constructed, the lands are much more elevated, dry, and susceptible of drainage than are the lands before referred to, lying south thereof,—and that said branch line is located on the most favorable situation that can be selected for the purposes of a railroad, between any point on the main line of the Camden and Atlantic Railroad and said point of intersection with the Raritan and Delaware Bay Railroad. And this deponent further says, that in locating the said point of intersection between the said branch road and the said Raritan and Delaware Bay Road, it was necessary to diverge to the northward, near to the village of Atsion, in order to avoid broad and wet savannas through which construction would have been much more expensive than upon the line selected.

And this deponent further says, that he has, for the past nine months, been Chief Engineer of the Raritan and Delaware Bay Railroad Company; that in such capacity he has located the line as now constructed, and being constructed between the villages of Manchester and Atsion. That previous to determining said location, a number of preliminary surveys were made by himself and other engineers, whose maps and profiles he has seen. That in determining the location of said line, reference was had to the most feasible route not only, but also to the interests of various parties

who were said to be interested in the securities of the Raritan and Delaware Bay Railroad, and also in lands lying in the vicinity of the same. That the line, as located, is chiefly upon high table-lands from which streams flow on the one side towards the ocean, and on the other towards the Delaware river, whereby much expense is avoided, and a safer and more economical roadway secured. That for the reasons above stated, in his judgment the line of said Raritan and Delaware Bay Railroad, as now located, is upon the most  
 10 favorable route that could be selected for the purposes of a railroad running south from the village of Manchester.

Subscribed and sworn to, the 28th )  
 day of July, 1862, before me, a ) LEVI D. BRUYN.  
 Master in Chancery at Jersey City. }

CHARLES E. SCOFIELD.

At a meeting of the Executive Committee of the Board of Directors of the Raritan and Delaware Bay Railroad Company, of New Jersey, held at the office of the Company, No. 191 Fulton street, New York, March 16, 1861, the following preamble and resolutions were presented and adopted:

"WHEREAS, the construction of the railroad of this Company  
 "is now nearly completed to Bergen Works, and it will  
 "soon be under construction from thence to Manchester;  
 "and, WHEREAS, various proposition for its extension thence  
 "southward have been under discussion, and various routes 10  
 "have been surveyed; and, WHEREAS, intimations have  
 "been made to this Company that the Camden and Amboy  
 "Railroad Company would consider a free communication,  
 "by way of our road, between the cities of New York and  
 "Philadelphia as interfering with its rights prior to Janu-  
 "ary 1, 1869; now, therefore, to preserve the present  
 "friendly relations existing between these Companies, and  
 "arrive at a full and perfect agreement as to our future  
 "action, be it

"*Resolved*, That H. M. Alexander and R. L. Kennedy, 20  
 "directors of this Company, be appointed a committee to con-  
 "fer with the Board of Directors of the Camden and Am-  
 "boy Railroad Company, and to propose either of the fol-  
 "lowing plans of agreement, viz:

"1. To extend the Raritan and Delaware Bay Railroad  
 "from Manchester by a direct line to Pemberton or Vincen-  
 "town, and thence, by use of the Camden and Pemberton  
 "charter, to continue it to Cooper's Creek, on the border of  
 "Camden City, where it may connect with the Camden and  
 "Amboy Railroad; or, 30

"2. To extend the Raritan and Delaware Bay Railroad  
 "only to Pemberton, and then connect with the Burlington  
 "and Mount Holly Railroad.

"*Resolved*, That the said committee is authorized to pro-  
 "pose that the entire line shall be leased to the Camden and  
 "Amboy Railroad Company, to be operated by that Com-  
 "pany with its own rolling stock, and to be exclusively under  
 "its control; that Company paying for the use of the said  
 "road a rental (should the first plan be adopted) of two hun-



"dred thousand (\$200,000) dollars per annum, or upon the  
 "second plan, a rental of one hundred and sixty-five thousand  
 "(\$165,000) dollars per annum—such lease to be for the term  
 "of thirty (30) years, with an agreement that, at the expira-  
 "tion thereof, the property of this Company shall be returned  
 "to it in as good condition as when received.

"*Resolved*, That upon either of the above bases Messrs.  
 "Alexander and Kennedy are hereby authorized to nego-  
 "tiate and conclude an arrangement on behalf of this Com-  
 10 "pany, with the Camden and Amboy Railroad Company."

A true extract from the minutes.

## IN CHANCERY OF NEW JERSEY.

THE DELAWARE AND RARITAN CANAL AND  
CAMDEN AND AMBOY RAILROAD AND  
TRANSPORTATION COMPANIES,

*Complainants,*

vs.

THE RARITAN AND DELAWARE BAY RAIL-  
ROAD COMPANY, THE CAMDEN AND AT-  
LANTIC RAILROAD COMPANY, and others,

*Defendants.*

10

*Answer of the Camden and Atlantic Railroad Company,  
et. al.*

The joint and several answer of the Camden and Atlantic Railroad Company, John Brodhead, Joseph W. Cooper, Thomas McKeen, and Samuel Richards (called Samuel H. Richards, in the complainants' bill), five of the defendants to the Bill of Complaint of the Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies, complainants. These defendants, now, and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainants' said bill of complaint contained, for answer thereto, or to so much and such parts thereof as these defendants are advised are material for them to make answer unto, they severally answer and say:

30

They admit that the Legislature of the State of New Jersey did pass the several acts of incorporation and supplements thereto relating, to the said complainants in their said bill of complaint particularly mentioned and referred to, and at the several and respective dates in the said bill for that purpose mentioned, and that the provisions thereof, so far as the same are recited in said bill, are correctly set forth; but with regard to the acceptance of the same respectively, as the complainants allege, they have no knowledge, informa-

tion, or belief, except such as they have derived from the said bill of complaint, and they therefore neither admit or deny the allegations in that respect, but leave the complainants to make such proof thereof as they may deem necessary.

And these defendants admit the act of incorporation of the Raritan and Delaware Bay Railroad Company, and the several supplements thereto, and the passage thereof at the time in the said bill mentioned, and that the several provisions thereof, so far as the same are recited in said bill, are correctly stated and set forth.

And these defendants, further answering, admit that the said complainants did proceed, at great cost and expense, to construct and complete the said Railroad, and the said Canal, and have ever since maintained and employed the same for the transportation of persons and property, and that they have derived therefrom just and reasonable gains and profits, and that they have paid the State of New Jersey a large amount of money; but how much and how far they have paid the same on account of any contract or contracts to which they refer in their said bill, they have no knowledge, information or belief, except what is derived from said bill, and they therefore, cannot admit or deny the amount of such payments, nor on what account the same were paid; and they also admit that said complainants are yearly paying to the State of New Jersey, very large sums of money, but whether on account of any contracts, as they allege, or whether they have in all respects conformed to the provisions and requirements of the said acts by them in their bill referred to, these defendants have no knowledge, information or belief, except what is derived from said bill, and therefore neither admit nor deny the same; and whether the said complainants are entitled to enjoy, in consequence thereof, the privileges or to receive the tolls in said acts granted to them, or to enjoy the privileges, whatever they may be, granted in the second section of the act passed March second, eighteen hundred and thirty-two, as therein particularly recited and referred to in support of their allegations in their said bill, these defendants do not admit, but deny the same, with the qualifications hereinafter set forth.

And these defendants further answering say, they have no



knowledge, information, or belief, except as derived from the allegations of the said bill of complaint, whether a large or any portion of the work done or money expended by the said complainants in the construction of their said Canal and Railroad was done or expended after the enactment of the said respective acts in the said bill recited, or on the faith thereof, or that the said expenditures were made on the faith and with any reference to the said act passed March second, eighteen hundred and thirty-two, or that after the passage of said act, or in the year eighteen hundred and thirty-four, or 10 since that time, the said complainants did on the faith of the said acts borrow several millions of dollars, or any sum of money, on their bonds issued for the purpose of borrowing money to complete said works, or issued for any other purpose, or that the said bonds or any bonds are now held by persons in this country or in foreign countries, or that on the faith of the said laws or any part of the capital stock of the complainants has changed hands or been purchased by persons now holding the same, or that since the passage of the said act of the fourteenth of March, eighteen hundred and 20 fifty-four, the said complainants have raised a large amount or any amount of money by the issue or sale of their bonds or otherwise on the faith of the said act or the other acts referred to for the purpose of improving or perfecting their said works, or for any other purpose, or that a large portion of their capital stock, or any portion thereof, has been purchased by various persons, or any person who are holders of the same, on the faith of the said acts or any of them, or that the said complainants have expended large amounts of money or any money in the improving or perfecting of their said works 30 on the faith of the said acts, and they therefore leave the said complainants to prove their allegations in the several respects if they shall see proper so to do.

But these defendants have heard and believe it to be true, and therefore admit that the said complainants have at different times, but when these defendants have no knowledge or information except as aforesaid borrowed large amounts of money on their bonds both in this country and in foreign countries, that the same have from time to time changed hands, and that they have raised large amounts of money 40

by the issue and sale of their said bonds, and have issued large amounts of stock at different times now held by various persons, and that said complainants have expended large amounts of money in improving and perfecting their said works, and this is all the knowledge, information or belief that these defendants have with respect to the issuing or sale of the said bonds and stocks, or as to the persons who hold the same, or as to their purchase thereof.

10 And these defendants further answering say, that they admit that by the original charter of the said Delaware and Raritan Canal Company no conditions were imposed as to the width or depth of the canal to be constructed by said Company; they further admit that a supplement to said charter was passed on the third day of February, eighteen hundred and thirty-one, extending the period at which the State might take the works of said Company by appraisal from thirty to fifty years, and that the said act also contained the provisions mentioned in the said complainants' bill of complaint, but beg leave to refer to the original act,  
20 when the same shall be produced, for the terms and provisions thereof.

And these defendants, further answering, say, that they have no knowledge, information, or belief, except from the allegations of the said complainants' bill of complaint, therefore they cannot admit or deny whether the said condition mentioned in said bill as to constructing the said canal seventy-five feet wide on the water-line, and the water therein to be seven feet deep, and the locks one hundred feet in length, and twenty-four feet in width in the clear,  
30 was deemed at any time an onerous one, or whether the then stockholders of the said Canal Company or any of them were unwilling to accept the same on account of said condition or for any other reason, or whether in consequence of the union of the said Company with the Camden and Amboy Railroad and Transportation Company, or of the grant of the rights and privileges conferred by the Act of the Legislature of the State of New Jersey, passed on the second day of March, eighteen hundred and thirty-two, or from any cause the said Canal Company were induced or encouraged  
40 to accept the said condition, or whether they did construct

the said canal according to the dimensions imposed in the said proviso, or whether they have enlarged their canal to an average depth of eight feet, or lengthened the locks to two hundred and ten feet.

That they are informed and believe and therefore say, that the consideration for the increasing the width and depth of the said canal and the length of the said locks, was the extension from thirty to fifty years of the period at which the State might take the works of the Canal Company, and that the said last-mentioned act was applied for and accepted before the said act of March second, eighteen hundred and thirty-two, was passed. 10

And these defendants further say, that they admit that on the nineteenth day of March, eighteen hundred and fifty-two, the Legislature of the State of New Jersey passed an act (and not on the seventeenth day of March, eighteen hundred and fifty-two, as the said complainants allege in their said bill) entitled "An Act to incorporate the Camden and Atlantic Railroad Company," and that such act contains, among other provisions, the provision mentioned in the complainants' said bill of complaint, but beg leave to refer to the original act, when the same shall be produced, for the terms and provisions thereof. 20

And these defendants further answering, admit that the said act was duly accepted by the said Camden and Atlantic Railroad Company, and their road was located from Camden to a point on the sea at Absecom Inlet, and the survey of the route deposited in the office of the Secretary of the State of New Jersey, at the several times for that purpose mentioned in the said bill; and they admit that they did not at that time, nor have they since, filed any survey in the office of the Secretary of State, of the Branch Road authorized by the act to be made to Batsto, in the county of Burlington, but that their main road was built and constructed from Camden to Atlantic City, commencing at a point in Camden within half a mile of the terminus of the complainants' railroad, and crossing the same on the same level, within the limits of the city of Camden, and at a point within a mile of their said terminus. 30

And these defendants further answering, admit that they 40



did not file any survey of the Branch Road authorized, by the said act, to be made to Batsto, in the county of Burlington, from some convenient point on the said road, and, to the best of their knowledge, information and belief, there is no reason why they did not file said location; but they insist that it was not necessary to file any location as far as the authority of the said Company to construct the said branch was concerned.

And these defendants further say, that they have located  
 10 their Branch Railroad from or near Jackson Station, on the main line of their said road, to a point less than half a mile south of the village of Atsion, and all the lands necessary for the construction of the said Branch, so far as is necessary for the construction of the same so located as aforesaid, has been procured, and the said Branch is being constructed on the said route, and a portion of the land on the route continued from Atsion aforesaid to Batsto, has also been secured for the purposes of the said branch in its further construction to Batsto.

20 And these defendants say, that the terminus of the said Batsto branch is not only a convenient, but the most convenient and proper point on the Camden and Atlantic Railroad from which to make a branch solely for a local road, as they believe that a larger and more profitable business, both as to passengers and merchandise, local in its character, will be derived from the branch so constructed, than it would be if located in any other place, and that it is the most practicable route for the said branch as far as the topography of the country is concerned, and that the said branch has been so  
 30 located because it is supposed that such location will best promote the interest of the stockholders, and the people of the counties through which the road passes, and will best answer the design of the Legislature in authorizing such a branch.

An additional reason for locating the Batsto branch through Atsion is, that thereby a nearer and more direct communication will be opened between Batsto and the adjacent country, and the city of New York and points in the line of the Raritan and Delaware Bay Railroad, thus advancing the

public interests as designed by the Legislature, in granting the right to construct said branch.

And these defendants further answering, admit that the said the Raritan and Delaware Bay Railroad Company have been, and are, now actively engaged in the construction of their said railroad, and the same is being rapidly completed, and will some time in August next, as these defendants are informed, and suppose to be true, be in running order from its terminus on the Raritan Bay to the point near Atsion aforesaid. 10

That these defendants have no knowledge, information or belief, and do therefore neither admit nor deny that the said last named Company have never filed any survey of their route through the counties of Ocean and Burlington, in the office of the Secretary of State, or that they are not constructing the said road on the route between the termini and points designed in their charter, or pursuing on the said location the route prescribed by the said supplement of February twelfth, eighteen hundred and fifty-five.

That they are informed, and believe it to be true, that the said Company have located their railroad so as to run near Squankum, in the county of Monmouth, and through Manchester, in the county of Ocean, and thence diverge westward of the direct route to May's Landing, and thence to run, in a southwesterly direction, to Atsion aforesaid, which is at or near the extreme northwest corner of the county of Atlantic, but whether they diverge about ten miles to the westward of the direct route to May's Landing, or how far they diverge, these defendants have no knowledge or information to enable them to admit or deny the allegations of the said bill in those several respects. 20 30

And these defendants suppose it to be true, and therefore admit that the said Company have located their railroad as aforesaid, for the purpose of approaching nearer to the city of Philadelphia, and by means of a connection with the Camden and Atlantic Railroad, forming a continuous and convenient railroad line to Camden, opposite the said city, but that they cannot admit that the said Raritan and Delaware Bay Railroad Company intended thereby to interfere with any of the rights guaranteed to the said complainants, 40

as alleged in their said bill, but on the contrary, the President of the said Company, and others interested in the said road, have denied such intention.

And these defendants further answering, admit that the Camden and Atlantic Railroad Company are now grading and constructing the Branch Railroad aforesaid, from a point on their line as aforesaid, to Atsion as aforesaid, where it will connect with the said Raritan and Delaware Bay Railroad, and that the said branch between the points aforesaid, is about nine miles in length, but not ten miles, and that Jackson Station aforesaid, is more than nineteen miles from the terminus at Camden.

And these defendants further say, that they have attached hereto copies of all of the agreements between the Raritan and Delaware Bay Railroad Company, and the Camden and Atlantic Railroad Company, and all the agreements between the said companies, or either of them, respecting or in any way relating to the construction of the said branch, or the connection of their said railroads by means thereof. And that beyond these agreements, the said Camden and Atlantic Railroad Company have no understanding, arrangement or agreement with the said Raritan and Delaware Bay Railroad Company, or any other person or corporation whatever respecting the construction of the said branch, or the connection of the railroads of the Companies by means thereof.

And these defendants, or either of them, have no intention or agreement with any one, for the purpose of interfering with any rights and privileges secured to the complainants, or otherwise.

And these defendants further answering, admit that, in constructing the said branch, the contractors are using active but not extraordinary exertions, and are progressing rapidly with the route of said branch.

And these defendants are informed, and therefore admit, that printed placards have been posted up in various places in the neighboring counties, to the purport and effect alleged in said bill of complaint. And they also admit the publication of articles in newspapers as alleged in said bill, but that the same were not procured to be published, with the knowledge, connivance, or assent of these defendants; and



these defendants, or either of them, had no knowledge of the said publications, or either of them, until they saw them in print.

And they believe that said publications were made with a purpose unfriendly to the interests of these defendants.

And these defendants further answering, admit that the Camden and Atlantic Railroad Company sought and received the assent of the City Council of the city of Camden, to construct a spur through the said city to Kaighn's Point, opposite Philadelphia. 10

But these defendants deny that the said Railroad Company are contracting for, or procuring land for the purposes of the said route.

And these defendants admit the incorporation of the Kaighn's Point and Philadelphia Ferry Company, as alleged in the said bill, but they avow that the said act was not procured with the knowledge, or by the consent of these defendants or any of them, or for any purposes connected with the said railroad, and that they or any of them, have not any interest in the said Act of Incorporation, or in the said Ferry. 20

And these defendants further answering admit that, by means of the railroad aforesaid a continuous line of communication by railroad will be made between the City of Camden and Port Monmouth; that if the route of railroad communication complained of, by the way of Atsion, may be used to injure the complainants in their alleged exclusive privileges, yet these defendants insist that the said railroads were not *constructed* for the purpose in any way of interfering with the complainants during the continuance of their alleged exclusive privileges, and if it be possible to pervert a lawful object of the said railroad route, so as to injure the complainants, that is no reason why these defendants may not exercise their lawful rights of giving railroad facilities to the interior of New Jersey, and any abuse of such lawful right would at all times be within the restraining power of this Honorable Court, and so render it impossible for these defendants to injure the complainants in that behalf. 30

And these defendants further answering say, that they have no intention of interfering with any vested rights se- 40

cured to the complainants by any of the acts referred to and mentioned in their said bill. And they further answering say, that the Act of Incorporation of the Camden and Atlantic Railroad Company is prior in date to the act of the complainants of March, eighteen hundred and fifty-four, and that their railroad from Camden to Atlantic City was located and their road partially constructed prior to the last mentioned act, and they therefore respectfully insist that the said complainants can claim no rights or privileges by  
 10 virtue of their act of eighteen hundred and fifty-four, which is in derogation of or in any manner impairs the chartered rights of these defendants.

And these defendants further answering say, that as to the charge of insolvency, they admit that they could not pay all their debts if they were pressed for immediate payment, but that it is their confident hope and expectation that they will be able to pay all their debts, and they deny the allegation that no adequate compensation in damages can be made to the complainants for the supposed injury  
 20 alleged in the complainant's said bill, and they deny that they threaten or intend any injury against them.

And these defendants further answering, admit that Francis B. Chetwood is the President, and Richard Jones and William Torrey are Directors of the said Raritan and Delaware Bay Railroad Company, and that William A. Torrey is a contractor for building the road from Jackson to Atsion, but that John Torrey, junior, is not a contractor or agent under these defendants; that John Brodhead is President, and Joseph W. Cooper, Thomas McKeen, and Samuel Richards (called Samuel H. Richards in complainants' bill) are  
 30 Directors of the Camden and Atlantic Railroad Company, and they deny that any of the said defendants to their knowledge or belief are aiding or abetting any one in any wrongful act.

And these defendants further answering say, that the terminus of the Batsto Branch, near Jackson Station, is a convenient and advantageous point on the Camden and Atlantic Railroad from which to make a branch to Batsto, intended solely for a local road, and that the most practicable route  
 40 for such a road is by Atsion, and the most feasible so far as

the interests of the stockholders of the said Camden and Atlantic Railroad Company is concerned. And these defendants further answering say, that they have no knowledge or information that any officer of the Raritan and Delaware Bay Railroad Company, or of the Camden and Atlantic Railroad Company, or that William A. Torrey or John Torrey, junior, have at any time declared his or their intention of making the connection of the several railroads complained of in complainants' bill, for the purpose of interfering with the chartered rights of the said complainants. 10

And these defendants deny all unlawful combination and confederacy in the said bill of complaint charged, without that there is any other matter or thing material for these defendants to make answer unto and not herein and hereby well and sufficiently answered, confessed, avoided, traversed, or denied, is true to the knowledge or belief of these defendants.

All which matters and things these defendants are ready to avow, maintain, and prove, as this Honorable Court shall direct, and humbly pray that the said bill of complaint may 20 be dismissed with costs to these defendants.

T. P. CARPENTER,  
*Sol. and of Counsel for Defendants.*

The above answer of the defendant, the said Camden and Atlantic Railroad Company, is hereby taken and made under the common seal of the said Company. Witness the said common seal hereunto affixed this twenty-eighth day of July, in the year of our Lord one thousand eight hundred and sixty-two.

{ SEAL OF }  
{ COMPANY. }

Attest, JOHN BRODHEAD,  
*President.* 30

II. WHITEMAN,  
*Sec'y pro tem.*



## NEW JERSEY—ss.

John Brodhead, Thomas McKeen, and Samuel Richards, being duly sworn, and Joseph W. Cooper alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, being four of the said defendants on their oath and affirmation, each answering for himself, say that the acts, matters and things set forth in the above answer, so far as they relate to their own acts and deeds respectively, are true, and so far as they relate to the acts and deeds of  
 10 others they believe them to be true.

JOHN BRODHEAD,  
 JOSEPH W. COOPER,  
 SAMUEL RICHARDS,  
 THOS. McKEEN.

Sworn, affirmed and subscribed before me, at Camden, this twenty-eighth day of July, A.D. 1862.

GEO. S. WOODHULL,  
*Master in Chancery.*

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(Copies of Agreements referred to in Defendants' Answer.)

20 THIS AGREEMENT, made this twenty-fifth day of October, in the year of our Lord one thousand eight hundred and sixty-one, between the Camden and Atlantic Railroad Company, party of the first part, and the Raritan and Delaware Bay Railroad Company, party of the second part, witnesseth: *Whereas*, the party of the second part is now constructing a Railroad from Port Monmouth, in the Raritan Bay, to the Delaware Bay, which will intersect the Railroad of the party of the first part; and *whereas*, the party of the second part designs the immediate completion of that portion  
 30 of their road northerly of the road of the party of the first part, and an early completion of that portion of their road southerly of the road of the party of the first part; and *whereas*, it is important for the interests of that portion of

New Jersey through which the said Railroad of the party of the second part is or shall be constructed, that an easy and direct communication shall be established between the city of Philadelphia and all points in New Jersey on and near the line of the said Raritan and Delaware Bay Railroad; and whereas, the party of the first part, in order to make the aforesaid communication with the city of Philadelphia as easy as possible, is about to construct a branch Railroad from Waterford to Batsto, which will intersect the Raritan and Delaware Bay Railroad, and also is about to construct 10 another branch, from a point on their Railroad between Waterford and Camden, to a point on the Delaware river; and whereas, there should be a full understanding between the parties to these presents as to the control and running of trains which shall pass from the road and branches of one party to the road of the other. Now, know all men by these presents, that the party of the first part, in consideration of the premises, and of one dollar to said party of the first part, paid by the party of the second part, covenants and agrees to construct, without delay, a branch Railroad, to extend 20 from Waterford to some point on the Raritan and Delaware Bay Railroad, within the county of Atlantic, as shall be approved of by the party of the second part, and which branch Railroad shall form part and parcel of that branch road which the party of the first part, by its charter, is authorized and empowered to construct to Batsto; provided the party of the second part will furnish, or cause to be furnished, upon the terms hereinafter mentioned, the means necessary for the purpose of furnishing the right of way and building said portion of said branch road from Waterford to Batsto; pro- 30 vided said branch shall not exceed six miles in length.

And the party of the first part further agrees, upon the like terms and conditions, and with the proviso aforesaid, to construct another branch Railroad from some point on the Camden and Atlantic Railroad between Waterford and Camden, to some point on the Delaware River in pursuance of the supplement to the charter of the Camden and Atlantic Railroad Company for the same, both of said points to be designated or approved by the party of the second part. Provided that the point of departure of this branch from 40

the Camden and Atlantic Railroad shall not be more than two miles from the terminus of the said Camden and Atlantic Railroad at Cooper's Point, unless by the consent of both parties hereto.

And the party of the first part further covenants and agrees to furnish the right of way for the last mentioned branch road, in addition to the sum to be paid for its construction ; but the said party of the second part agrees to advance the sums necessary to pay for such rights of way, which  
 10 advances shall be repaid and secured to them in the same manner as the cost of constructing said branch as hereinbefore provided. But the party of the second part shall not be required to pay for said rights of way, nor to construct such last mentioned branch road, until such time as the said party of the second part may elect so to do. And the party of the second part, in consideration of the premises, and of one dollar to them in hand paid, agrees to furnish, or cause to be furnished, as required by the progress of the work, the means necessary to enable the party of the first part to construct  
 20 both the branch railroads aforesaid, said advances to be repaid as is hereinafter provided for. Provided the said party of the second part shall have the control of said construction, and shall have the privilege of designating what contractors shall build the said branches, and the sum beyond which the cost of said branches shall not extend ; and it is mutually agreed that the cost of said branches shall in no event exceed the sum of fifteen thousand dollars per mile for construction ; which said sum, not exceeding fifteen thousand dollars per mile, shall include the price of the  
 30 right of way in the portion of the Batsto Branch to be constructed as aforesaid, but shall not include the price of the right of way in the Camden Branch aforesaid ; but the said last mentioned right of way shall be in addition to said sum.

And the party of the first part further covenants and agrees to transport, or allow the party of the second part to transport, all locomotives and cars of every description, and all passengers, baggage, freight, mails, and express matter, that may be delivered to the party of the first part, by the  
 40 party of the second part, over any and all parts of their



Railroad, and aforesaid branches, between the point or points of intersection, and any termini of said Camden and Atlantic Railroad, or branches at Camden, the Delaware river, or Atlantic City, and between such points of intersection and any intermediate points on said road and branches of the first part, as the party of the second part may elect. Provided, that this shall not be construed to enable the party of the second part to use the road of the party of the first part, except in connection with the road of the party of the second part. 10

And the party of the first part further covenants and agrees, that said party of the first part will procure a sufficient number of staunch and commodious ferry-boats, to be used at the termini of their said road and branches upon the Delaware, and will convey promptly, and without unnecessary delay, to and from Philadelphia and the termini of the said railroad and branches at Camden, and other point or points on the Delaware river, all such freight, passengers, and merchandise, and cars, as the said party of the second part shall require. 20

The parties hereto mutually covenant and agree, in consideration aforesaid, that all trains, car, or cars, freight, baggage, mails, express matter, and passengers, shall be drawn by good and sufficient engines of the respective parties, each over its own road and branches, and the velocity of running shall be the same upon the road and aforesaid branches of the party of the first, as that adopted, from time to time, by the party of the second part for similar service: *Provided*, this shall apply only to that portion of the said road and branches of the party of the first part constructed, and to be constructed, westerly of the point or points of intersection of said last mentioned Railroad and branches with the Raritan and Delaware Bay Railroad; and each party aforesaid agrees to perform said service promptly, and without unnecessary delay; and with such number of trains, and at such times as the party of the second part may from time to time require. And in case the party of the first part shall fail, or from any cause be prevented from carrying out this agreement, or any part thereof, then the party of the second part shall be, and by these presents is 30 40

authorized, without notice to the party of the first part, to perform the duty of transporting cars, merchandise, passengers, and freight, as herein provided, or such other duty as the said party of the first part shall fail to perform, or be prevented from performing, charging the party of the first part with the fair cost of doing the same, and accounting to them for the share of the party of the first part, for their share of earnings, as hereby provided: *Provided*, the number of trains daily run over the said road and branches of  
 10 the party of the first part, shall be no greater than the business to be done will profitably sustain.

It is further mutually agreed, in consideration aforesaid, that the passengers, baggage, and freight cars, and all other cars used on trains passing to and from the road of the party of the second part, to the road and branches of the party of the first part, shall be provided by both parties in proportion to the distance run on each road. And in case either party shall furnish a proportion greater than required by this agreement, the other party shall allow one third of one cent per  
 20 mile on freight for each and every ton carried in cars so furnished.

And the party of the first part further agrees in consideration aforesaid, that the charges for freight and the rates of fare for passengers and baggage passing to and from said road and branches of one party, to the road and branches of the other, shall, on the road and branches aforesaid of the party of the first part, correspond with the charges per mile of the party of the second part, and shall be fixed and determined by the party of the second part. *Provided* said power  
 30 to fix the said rates shall only apply to that portion of said road and branches of the said party of the first part as is constructed, or shall be constructed, westerly from the point or points of intersection aforesaid. And provided further, that said rates for freight and passengers shall not be less than the cost of transportation.

It is further mutually agreed, in consideration aforesaid, that monthly settlements shall be made on the second Tuesday of each month at Camden, New Jersey, and the balances due shall then and there be paid over to the party to whom  
 40 such balance shall be due. And for all passengers and mer-

chandise carried between the respective termini of the roads and branches of both the parties to these presents, the proportions shall be as to the actual distance run on the Camden and Atlantic Railroad to the party of the first part, and as to the actual distance run on the Raritan and Delaware Bay Railroad to the party of the second part. But for all other receipts for freight and passengers coming and going to and from either of said termini, to and from intermediate points on said railroads and branches of both parties hereto, the division shall be in proportion to each party hereto of 10 the number of miles run upon each road or branch.

And it is further agreed in consideration aforesaid, by the party of the first part, that the costs of the rights of way of the Camden Branch, and the cost of construction of the branches aforesaid, advanced by the party of the second part, shall be repaid by the party of the first part, to the party of the second part, by a payment of ten per cent. of the gross earnings of the party of the first part under this agreement, at each and every monthly settlement aforesaid, until the whole of the principal and interest of said cost, 20 shall be fully paid; and until said cost of construction shall be fully paid, the said branch road shall be mortgaged to the party of the second part, or to a person or persons designated by said party of the second part, by a first mortgage upon said branches, the franchises, real estate, rails, depots, and stations appertaining to said branch roads; and in case it is not found to be possible so to mortgage them, the party of the first part shall give other security in place thereof satisfactory to the said party of the second part, to the full extent of their ability so to do. It being mutually 30 agreed by the parties hereto, that the right of way of the portion of the Batsto Branch is included in the sum mentioned beyond which said cost of construction is not to extend.

All trains shall be under the care and direction of the conductors of the party upon whose road the train or trains shall for the time being be running; and all brakemen and other employees shall be furnished by each party over its own road, and each party shall be wholly responsible for damages arising upon its own road or branches, not the result of de- 40



fects in the rolling stock of the other party; in which case, the party owning said defective rolling stock shall be responsible for such damages.

It is further mutually agreed between the parties to these presents, in consideration aforesaid, that in case legal proceedings shall be instituted, calling in question the right of either or both parties to these presents to carry out this contract, in whole or in part, that each party will, in such case, use every effort promptly and in good faith to defend itself  
 10 and each other; and for this purpose will employ the best counsel, each party supplying counsel for all suit or suits, or proceedings against either party or both parties; and will use the utmost diligence to defend itself or themselves against all claims or suits or interference. And it is further agreed, that should such proceedings be commenced against either party, the party so proceeded against will give immediate notice in writing to the other party; and that no default shall be suffered and no judgment or injunction or decree shall be suffered or allowed, or consented to, or settlement  
 20 or compromise effected, without the consent of both parties to the same; and in case either party shall not so use all endeavors to defend itself as aforesaid, or shall seem to the other unnecessarily to delay or neglect to defend any such legal proceeding or suit, the party so neglecting, or delaying, or refusing to act, or seeming so to do, shall grant full power to the other, and by these presents does grant and give to the other, full power and authority, in its name and on its behalf, to defend said party so neglecting, delaying, or refusing to act as aforesaid, or seeming so to do.

30 And the expenses of all litigation and all counsel and advice in the matter of the calling in question the rights of either or both parties to act under this agreement, shall be borne in the same pro rata proportion in which the before-mentioned payment of service is hereinbefore provided to be paid; and all suits or proceedings against either party in law or in equity shall be carried to the court of last resort, at the request of either party to these presents.

It is further agreed by the party of the first part, that the party of the first part will make no connection, or permit

no connection to be made, with any other corporation or individual, or individuals, for the conveyance of passengers, freight, merchandise or cars by railroad to or from any point on the Raritan Bay: nor will the party of the first part make any connection with any other railroad intersecting the railroad of the party of the first part, between the intersection of the railroad of the party of the second part and the road or branches of the party of the second part, and the termini of the party of the first, on the Delaware river, lying north of said Camden and Atlantic Railroad and branches. 10

Nor shall the party of the second part make any connection with any road or roads, that either directly or by connection run to the Delaware River northerly of Camden.

And it is further agreed by the parties hereto, that the agreements made between the parties hereto, dated respectively October 15th, 1855, October 15th, 1855, and the parchment agreement of July 22d, 1858, and all other agreements heretofore made, are hereby abrogated, and declared to be null and void.

And it is hereby mutually agreed, in consideration aforesaid, that this agreement shall extend and be binding on the parties hereto for thirty years from the completion of the road of the party of the second part, and the branches of the party of the first part aforesaid. 20

And it is hereby agreed, in consideration aforesaid, that in case the road of the party of the second part to the point of intersection aforesaid, and the portion of the Batsto branch hereinbefore agreed to be built, shall not be constructed within two years from the date of these presents, then in that case the party to these presents who shall not be in default in this behalf shall have the right to declare this contract null and void, by a written notice to the other party; upon which notice being given as aforesaid, this agreement shall be null and void, unless the construction of said road and branches shall be interrupted by legal proceedings. 30

In witness whereof, the parties to these presents have caused this agreement to be sealed with their respective corporate seals, and signed by their respective Presidents

and Secretaries in duplicate on the day and year first above written.

F. B. CHETWOOD,  
*Pres't of Rar. and Del. Bay R. R. Co.* [L. s.]

R. A. BRICK,  
*Sec'y R. and D. Bay R. R. Co.* [L. s.]

JOHN BRODHEAD,  
*Pres't Camden and Atlantic Railroad Co.* [L. s.]

10 ROBERT FRAZER,  
*Sec'y Cam. and Atl. R. R. Co.* [L. s.]

Sealed and delivered in the presence of us :

ISAAC LLOYD,  
HORACE WHITEMAN.

SUPPLEMENTAL AGREEMENT made by and between the Camden and Atlantic Railroad Company, of the first part, and the Raritan and Delaware Bay Railroad Company, of the second part :

Whereas, the parties to these presents have made and executed an agreement, bearing date the fifth day of October,  
20 A. D. one thousand eight hundred and sixty-one ; and whereas, it is desirable that certain portions of said agreement should be amended, explained, and added to, as hereinafter set forth :

Now, therefore, this agreement witnesseth, that to secure the full and perfect performance of the said Articles of Agreement, and in consideration of the sum of one dollar mutually acknowledged to be paid, each to the other, by the parties to these presents, the said party of the first part hereby agrees to and with the said party of the second part,  
30 that in case the Articles of Agreement before mentioned and these Supplemental Articles of Agreement shall, at any time during the continuance thereof, in the judgment of the President of the Pennsylvania Railroad Company, of the Camden and Atlantic Railroad Company, and of the



Raritan and Delaware Bay Railroad Company, for the time being, or of a majority of them, be obstructed or delayed by the party of the first part, or shall not in good faith be carried out according to the true intent and meaning thereof, then and in that case the party of the second part shall have the right to enter upon, take possession of, and manage the said railroad of the party of the first part, so far as may be necessary for them to fully and effectually carry out the purposes of said Agreement, and this Supplemental Agreement, without unnecessarily interfering with the regular business of said party of the first part, between Camden and Atlantic City, and to run the trains of the party of the second part, upon the road of said party of the first part, as they may see fit, without hindrance or obstruction of the said party of the first part. And the party of the first part will, without suit or delay, give possession of so much of their said railroad and branches, as may be necessary for the uses and purposes of said party of the second part, in carrying out said Agreement and Supplemental Agreement. 10

And in order more fully to carry out this Agreement, the party of the first part doth hereby constitute and appoint the party of the second part, or such other person or persons as the said party of the second part shall substitute, their true and lawful attorney, irrevocable, for and in the name of the party of the first part, to do all lawful acts necessary to be done to carry out this provision of these Supplemental Articles of Agreement; and to authorize and empower such party of the second part, and their substitute as aforesaid, to consent to any proceedings being entered in any court of competent jurisdiction, either of law or equity; and to consent to the entry of any decree or judgment for a specific performance of this provision of these Supplemental Articles of Agreement, giving to the party of the second part the management and operating of such portion of the railroad and branches of the party of the first part, and of the ferries in connection therewith, as may be required for the purpose, hereby releasing and waiving all errors and all right to appeal or review or stay of proceedings. 30

And it is further hereby agreed, that should the party of

the first part fail punctually to pay to the holders thereof the coupons heretofore due or hereafter to become due, upon any or all of the mortgage bonds of the said "Camden and Atlantic Railroad Company," then and in that case the said party of the second part shall be and is hereby authorized to purchase or pay the same from the share of earnings under the several agreements then existing between the parties hereto, to which the said party of the first part may be entitled, or from the funds of the said party of the second  
 10 part; and the said coupons shall exist in the hands of said party of the second part as good and sufficient vouchers and demands against said party of the first part; and the said party of the second part shall acquire and be possessed of all the rights which the original holders of said coupons may have possessed before said purchase or payment.

And it is hereby further agreed, that the branch of the railroad of said party of the first part, which by said Agreement, dated October 5th, 1861, was agreed to be built from the village of Waterford, easterly towards Batsto, shall at  
 20 the option of said parties of the second part, be commenced at any point on the railroad of the party of the first part, not more than four miles either east or west of said village of Waterford, to connect with the road of said parties of the second part at some point within the county of Atlantic; but the said branch road shall not be more than nine miles in length, instead of six miles in length, as provided in said agreement.

And it is further agreed, that the parties whom the party of the second part is authorized to designate as contractors  
 30 for constructing the branches of the railroad of the party of the first part, as provided in said Articles of Agreement, dated October 5th, 1861, shall be Samuel W. Torrey and William A. Torrey, composing the firm of S. W. & W. A. Torrey, railroad contractors, of the city of New York, and the said S. W. & W. A. Torrey are hereby designated and appointed as such contractors.

In witness whereof, the parties hereto, by their respective Presidents and Secretaries under their corporate seals, have

executed this agreement this fifteenth day of February, one thousand eight hundred and sixty-two.

F. B. CHETWOOD,  
*Pres't of the Rar. and Del. Bay R. R. Co.* [L. s.]

Attest, R. A. BRICK,  
*Secretary.*

Witnesses present at the execution  
by the Raritan and Delaware  
Bay Railroad Company:

JOSEPH TORREY,

10

JOHN BRODHEAD,  
*Pres't of the Camden and Atlantic R. R. Co.* [L. s.]

ROBT. FRAZER,  
*Sec'y Camden and Atl. R. R. Co.*

Witnesses present at the execution  
by the Camden and Atlantic  
Railroad Company:

HORACE WHITEMAN,  
D. M. BRODHEAD, JR.



## CONTRACT

Between "The Camden and Atlantic Railroad Company," a corporation of the State of New Jersey, of the first part, and Samuel W. Torrey and William A. Torrey, railroad contractors, of the City of New York, composing the firm of S. W. & W. A. Torrey, of the second part, witnesseth :

That the said parties of the second part, for the consideration hereinafter mentioned, do covenant and agree to perform all the labor, and to furnish all the cross-ties, iron rails, tools, implements, materials, and all other things requisite and necessary to grade and complete the road bed and to lay the superstructure of the two branches of the railroad of the said parties of the first part, being a part of the branch road to Batsto, in Burlington County, authorized to be constructed under the act incorporating the said Camden and Atlantic Railroad Company, to wit :

The first commencing at a point on the line of the main road of the parties of the first part as the same may be designated by "The Raritan and Delaware Bay Railroad Company," under existing agreements between the last named Company and the parties of the first part, and running thence in an easterly direction, towards the village of Batsto, to a point of intersection of the said branch with the Raritan and Delaware Bay Railroad within or near the County of Atlantic.

The second branch commencing at a point on the main road of the parties of the first part, not more than two miles from the present terminus of the railroad, at the City of Camden, of the said parties of the first part, on the Delaware River, to be designated by the said "The Raritan and Delaware Bay Railroad Company," under such existing agreements aforesaid, and running from thence westerly to a point on the Delaware River, to be designated as aforesaid ; being the same two branches which are particularly mentioned and provided for in an Agreement made and executed by and between the parties of the first part and the said

"The Raritan and Delaware Bay Railroad Company," bearing date the twenty-fifth day of October, eighteen hundred and sixty-one, and modified by a Supplemental Agreement dated February fifteenth, eighteen hundred and sixty-two, to which Agreement and its Supplement reference is hereby made by both parties to this Agreement.

And the said parties of the second part hereby covenant and agree to and with the said parties of the first part, that they, the said parties of the second part, will complete the said first mentioned branch, and furnish the right of way 10 therefor free of all charge, in manner aforesaid, on or before the first day of January next, unless delayed by proceedings beyond their control; and that they will complete the said second branch, in manner aforesaid, on or before the first day of January, 1864, and that both of said branches shall be constructed and completed according to the specifications hereunto annexed, in every respect, for and in consideration of the sum of fifteen thousand dollars a mile for each and every mile of the said branches, and at that rate for any part thereof, to be paid in manner hereinafter mentioned. 20

And the said parties of the first part hereby covenant and agree to and with the said parties of the second part, their executors, administrators, and assigns, that they, the said parties of the first part, will pay to the said parties of the second part, for the construction and completion, in manner aforesaid, of each and every mile of the said two branches, and for the right of way furnished for the said first branch, as aforesaid, the sum of fifteen thousand dollars for each and every mile of the said branches, and at that rate for any part thereof; to be paid by the party of the first part, to the party 30 of the second part, by a payment of ten per cent. of the gross earnings of the said Camden and Atlantic Railroad Company, under the Agreement with the Raritan and Delaware Bay Railroad Company, dated October 25th, 1861, at each and every monthly settlement in such agreement specified, until the whole of the principal and interest of said cost shall be fully paid.

And, in order to secure the faithful performance of this contract on the part of the said parties of the first part, the said parties of the first part do hereby covenant and agree to 40

- and with the said parties of the second part, their executors, administrators, or assigns, that the said branches, while in the progress of such construction, and after the completion thereof shall continue and remain in the possession and under the entire control of the said parties of the second part, their executors, administrators, and assigns, and be and remain their exclusive property, until the same shall have been fully paid for in manner aforesaid, according to the true intent and meaning of this Agreement; and for that purpose, the
- 10 parties of the second part, their executors, administrators, or assigns, shall and may, and they are hereby authorized, from time to time, to receive such share of net earnings as the said two branches will be entitled to under the existing agreements hereinbefore referred to; that is, the said parties of the second part, as to the said two branches, while the same are in their possession as aforesaid, and until the said principal and interest shall be fully paid in manner aforesaid, shall receive the revenue and next income of the said branches, and shall stand in the place and stead of the said parties of the
- 20 first part as to any contract or contracts now existing between the said parties of the first part, or any other company, in reference to the duties of running of the said branch, and the right to the receipts or revenue to be derived therefrom, and shall have the full benefit of said contracts as fully as the said parties of the first part are entitled to the same, and from such net earnings so to be received by the said parties of the second part, shall retain the amount of such monthly instalments of the principal debt, and pay over the remainder thereof, if any, to the said parties of the first part.
- 30 Provided that this contract shall not in any respect interfere with or prevent the full execution of the contracts of the twenty-fifth of October, 1861, and fifteenth of February, 1862, between the Camden and Atlantic Railroad Company and the Raritan and Delaware Bay Railroad Company, or affect the rights of the parties to said contracts under the same, except so far as to entitle the said party of the second part to receive so much of the net revenues under the said agreements to which the Camden and Atlantic Railroad Company may be entitled, as shall be sufficient to pay the
- 40 monthly instalments herein agreed to be paid.



In witness whereof, the said "The Camden and Atlantic Railroad Company", have caused this contract to be executed in duplicate on their behalf by W. D. Bell and A. J. Antelo, a committee appointed for that purpose under a resolution passed by the Board of Directors of said Company, at a meeting held on the fifth day of April, 1862; and the parties of the second part have hereunto set their hands and seals this tenth day of April, eighteen hundred and sixty-two.

|                                            |                         |
|--------------------------------------------|-------------------------|
| Sealed and delivered in the<br>presence of | 10                      |
| W. HALL MERCER,                            | W. DWIGHT BELL, [L. s.] |
| As to A. J. Antelo.                        | A. J. ANTELO, [L. s.]   |
| THEOD. TREWENDT,                           |                         |
| As to W. D. Bell.                          | S. W. TORREY, [L. s.]   |
| As to S. W. Torrey and                     |                         |
| William A. Torrey,                         | WM. A. TORREY, [L. s.]  |
| JOSEPH TORREY.                             |                         |

# IN CHANCERY OF NEW JERSEY.

Between  
THE DELAWARE AND RARITAN CANAL  
AND CAMDEN AND AMBOY RAILROAD  
AND TRANSPORTATION COMPANY,  
Compl'ts,

AND

THE CAMDEN AND ATLANTIC RAIL-  
ROAD COMPANY, THE RARITAN AND  
DELAWARE BAY RAILROAD CO. AND  
ALS.,

Defts,

Replication.

These repliants saving and reserving to themselves all and all manner of advantage and exceptions to the manifest insufficiencies of the said answers for replication thereunto say, that they will aver and prove their said bill to be true, certain and sufficient in the law to be answered unto, and that the said answers of the said defendants are uncertain, untrue and insufficient to be replied unto by these repliants; without this that any other matter or thing whatsoever in the said answers contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true: all which matters and things these repliants are and will be ready to aver and prove, as this Honorable Court shall direct, and they humbly pray as in and by their said bill they have already prayed.

JOSEPH P. BRADLEY,  
*Solicitor for and Counsel with Complainants.*

## IN CHANCERY OF NEW JERSEY.

|                                |   |              |
|--------------------------------|---|--------------|
| Between                        | } | On Bill, &c. |
| THE DELAWARE AND RARITAN CANAL |   |              |
| AND CAMDEN AND AMBOY RAILROAD  |   |              |
| AND TRANSPORTATION COMPANIES,  |   |              |
| Complainants,                  |   |              |
| AND                            |   |              |
| THE RARITAN AND DELAWARE BAY   | } |              |
| RAILROAD COMPANY AND OTHERS,   |   |              |
| Defendants.                    |   |              |

GENTLEMEN—Take notice of the taking of depositions and proofs on the part of the complainants under the rule to show cause in this case, before STAATS S. MORRIS, Esq., a Master and Examiner in Chancery, at his office, in Newark, on Wednesday, the sixth day of August inst., at ten o'clock in the forenoon. Dated Newark, August 4th, 1862.

Yours, &c.,

JOSEPH P. BRADLEY, *Sol. for Compl'ts.*

To CHETWOOD & MAGIE, *Solicitors of the* }  
*Raritan & Del. Bay R. R. Co., and others.* }

Due service of the within notice was made on us August 4, 1862.

CHETWOOD & MAGIE,  
*Sols. of Def'ts, Rar. & Del. Bay Co.*



## IN CHANCERY OF NEW JERSEY.

Between  
THE DELAWARE AND RARITAN CANAL AND  
CAMDEN AND AMBOY RAILROAD AND  
TRANSPORTATION COMPANIES,  
Complainants.

AND

THE RARITAN AND DELAWARE BAY RAIL-  
ROAD COMPANY, and others,  
Defendants.

On Bill, &c.

Sir—Take notice of the taking of depositions and proofs on the part of the complainants, under the rule to show cause in this case, before STAATS S. MORRIS, Esq., a Master and Examiner in Chancery, at his office in Newark, on Wednesday, the sixth day of August inst., at ten o'clock in the forenoon. Dated Newark, August 4th, 1862.

Yours, &c.,

JOSEPH P. BRADLEY, *Sol. for Compl'ts.*

To T. P. CARPENTER, Esq., *Sol. for Defendants,* }  
*Camden & Atlantic R. R. Co. and als.* }

I acknowledge service of the above, August 4th, 1862.  
(Duplicate ack't.)

T. P. CARPENTER, *Sol.*



## IN CHANCERY OF NEW JERSEY.

|                                   |   |              |
|-----------------------------------|---|--------------|
| Between                           | } |              |
| THE DELAWARE AND RARITAN CANAL    |   |              |
| AND CAMDEN AND AMBOY RAILROAD     |   |              |
| AND TRANSPORTATION COMPANIES,     |   |              |
| Complainants,                     |   | On Bill, &c. |
| AND                               |   |              |
| THE RARITAN AND DELAWARE BAY      |   |              |
| RAILROAD COMPANY, and others, De- |   |              |
| fendants.                         |   |              |

Examination of witnesses and exhibits offered before me, STAATS S. MORRIS, one of the Masters and Examiners of the Court of Chancery of New Jersey, at my office in Newark, this sixth day of August, in the year one thousand eight hundred and sixty-two, on behalf of the complainants, in the presence of J. P. BRADLEY, Esq., counsel for complainants, and F. B. CHETWOOD, Esq., counsel for defendants, in pursuance of notices which are hereto attached, and service of which are admitted.

- 10 *William Cook*, a witness produced on the part of the complainants, being duly sworn, on his oath maketh answer to the questions put as follows:

Question 1. What official connection, if any, have you had with the Camden and Amboy Railroad and Transportation Company, and for what period?

Ans. I have been the engineer of the Company since June 10, 1830, with the exception of parts of the years 1836 and 1837. I have also been a Director since 1856.

- 20 2. Have you ever known or heard of any consent or acquiescence given by the complainants, or either of them, or any person on their behalf, to the location of the Raritan and Delaware Bay Railroad at any point westerly of a straight line from Squankum to May's Landing?

Ans. I have not.

3. Have you ever known or heard of any consent or acquiescence given by the complainants, or either of them, or any person on their behalf, to any connection between the Raritan and Delaware Bay Railroad and the Camden and

Atlantic Railroad, other than such a connection as would necessarily be formed by the former crossing the latter, on the route from Squankum to May's Landing?

Ans. I have not.

4. Have you recently visited the district of New Jersey between Manchester and May's Landing?

Ans. Yes.

5. In company with whom?

Ans. With William R. Braddock and John G. Stevens.

[A map of New Jersey, known as Kitchell's map, being 10 shown to witness, and being marked by me at the request of complainants' counsel as Exhibit No. B, 1, on the part of the complainants, he is asked:]

6. Are you acquainted with that map, and if so, what can you say with regard to its accuracy, as far as your observation has extended?

Ans. I believe this map is as accurate, if not more so, than any other map of the State of New Jersey. I believe it is accurate.

7. Are there any marks on this map, Exhibit B, 1, showing the location of a straight line from Squankum to May's Landing, and showing the location of the Raritan and Delaware Bay Railroad as the same is constructed and being constructed? If so, please designate said marks.

Ans. There are. The red line shows the location of a straight line from Squankum to May's Landing. The blue line shows the location of the Raritan and Delaware Bay Railroad as the same is constructed and being constructed. The latter line I do not mean to be understood as accurate, but as near as I can get at it by crossing it at various points, 20 and from such information as I could rely upon.

8. Have you examined the country between May's Landing and the northerly line of Burlington County, along the location of the said straight line between Squankum and May's Landing, with reference to the inquiry whether the land is adapted to the location of a railroad thereon? If so, state with what result.

Ans. I have examined the line, and would say very positively that it was over a country which would cost less per

mile for grading and bridging than any other line of the same distance that I am acquainted with.

9. What is the character of the face of the country?

Ans. It is level; the soil is sandy; it is covered mostly with scrub oak or timber of a small growth.

10. Are there any swamps or hills to interfere with locating and building a railroad on said straight line?

Ans. There are not.

11. When did you make this examination of that district?

10 Ans. Within a week past—finished on Monday.

12. What progress did you ascertain that the defendants are making towards the completion of their road to Atsion, and thence to Jackson? (Objected to.)

Ans. I understood that the transportation cars were running to Jones' Mills, about eleven miles from Atsion, and that the road is actually laid to Hampton four or five days ago; and that the grading was done, except one mile, for the whole distance. This is from information I got.

20 13. When did you first hear of the defendants, the Raritan and Delaware Bay Railroad Company, locating their road to Atsion?

Ans. From six weeks to two months ago; I can't fix the time; It is about six weeks since I went down after hearing of the location, to see whether the road was actually built to a certain point.

14. At whose instance did you on that occasion go down to see, as stated in your last answer?

Ans. After believing what I have stated, I suggested to Mr. Stevens it might be well to go down and look after it.  
30 He thought I had better go, and Mr. McKnight went with me.

15. When did you first hear of a connecting or branch road being located or undertaken between the Raritan and Delaware Bay Railroad and the Camden and Atlantic Railroad, between Atsion and Jackson station, or any other points?

Ans. It all occurred at one time, as I stated before—that is six weeks or two months ago—and after having paid this visit to the road above. I then went a day or two after,  
40 also with Mr. McKnight, to Jackson station, and at the



point where this branch intersects the Camden and Atlantic Railroad, to see if it was being actually graded, which I had understood it was. I could not believe without seeing that it was going on.

16. Did you ever know or hear of any consent or acquiescence given by the complainants, or either of them, or by any person on their behalf, to a connection between the Raritan and Delaware Bay Railroad and any point on the Delaware River.

Ans. I have not.

10

CROSS-EXAMINED BY MR. CHETWOOD.

1. Please to state where you commenced your examination of the country along the straight line from May's Landing to the Northerly boundary of Burlington County, and the exact course, as near as may be, you traveled from May's Landing to the Northerly boundary of Burlington County, and what portion of that distance did you travel on the said straight line?

Ans. I went to Egg Harbor City; we found them grading a road from Egg Harbor City to May's Landing; we passed 20 up that road towards May's Landing; on our way up we met the foremen and men returning from work; they had graded the road two miles; they had forty men, and expected to finish the road by the first of October; I satisfied myself with regard to the route to May's landing, south of Egg Harbor City, although Egg Harbor City is not in the straight line—but the country west of Egg Harbor City is of the same general surface; we left Egg Harbor City, passed nearly parallel with the straight line for about ten miles, through Egg Harbor City and north of it, then we converged to the 30 straight line, crossed it to a place called Washington; then from Washington we re-crossed the straight line again about  $1\frac{1}{2}$  miles or  $1\frac{1}{4}$  miles from Washington, and continued to Harrisville; thence we went parallel to a place called Martha's; thence we converged nearly a direct line towards the straight line—observing by the way, in the direction of the straight line, the country, being apparently perfectly flat—and arrived within a quarter of a mile of the straight line; from there we passed from the line again—observing the country by the way to be of the same character towards 40

Cedar Bridge; we crossed the straight line several times; I don't know that we traveled on it at all; we followed the country roads as near as we could get to the line.

2. In following the country roads as above stated, do you know at any point along the same—the greatest distance you traveled from the said straight line?

Ans. Except for five miles nearest to the northerly boundary of Burlington County, our greatest distance from the straight line would be three miles and three-quarters, to-  
10 wards the northerly boundary we converged towards the straight line and at the northerly boundary we were within about two miles and a half of the straight line.

RE-EXAMINED BY MR. BRADLEY.

1. Is this country throughout uniform in its character and appearance, or otherwise?

Ans. It is a uniform surface—very little timber; soil is also uniform—sandy.

2. From Egg Harbor City to a point easterly of Jones' Mills, what was your average distance from the straight line?

20 Ans. About a mile.

WM. COOK.

Sworn and subscribed before me, at Newark, }  
this 6th day of August, A.D. 1862. }

S. S. MORRIS, Master and Ex. in Ch'y.

*William R. Braddock*, a witness produced on the part of complainants, who saith that he is conscientiously scrupulous of taking an oath, and being duly affirmed, saith as follows:

1. What is your age, occupation or profession, and residence?

30 Ans. I am 63 years old; by profession a Surveyor, and reside at Medford, in the County of Burlington.

2. Are you acquainted with the district of country between May's Landing, in Atlantic County, and Manchester, in Ocean County?

Ans. I am until you come to the Burlington County line. I have surveyed a great deal in Burlington County, all through those lands.

3. Did you accompany William Cook and John G. Stevens a few days ago in examining the route between those places?

Ans. Yes sir.

4. Did you hear Gen. Cook's testimony; if so, how does it correspond with your recollection?

Ans. It tallies according to my judgment, particularly relative to the location of the country, level throughout.

5. From your knowledge of the country is there any difficulty at all in the way of constructing a railroad through 10 Burlington County or Atlantic County, on a direct line between Squankum and May's Landing?

Ans. I think not.

6. Which route is best adapted for building a railroad from Manchester by way of Jones' Mills and Atsion, and thence to May's Landing, or on the direct line from Squankum to May's Landing?

Ans. The direct line, surely.

7. Is the direct line obstructed by any swamp or hill?

Ans. I think not, of any magnitude. There are some 20 large swamps, but these are all south-east of the line.

8. In your journey of examination with Cook and Stevens a few days since, you travelled generally east of the said direct line, did you not?

Ans. Generally so.

9. Were these swamps of which you speak on the east or west side of your line of travel?

Ans. East of it altogether, or generally so. These swamps lie along the streams.

10. At what point on the map is Jones' Mills? 30

Ans. A little in front and above the letter "G," in the word Burlington.

11. Does the line of the Raritan and Delaware Bay Railroad diverge to the west of the straight line between Squankum and May's Landing of much account, north of Burlington county?

Ans. I think not much.

CROSS-EXAMINED BY MR. CHETWOOD.

1. Did you ever have anything to do with building a railroad?



Ans. No, sir—I have run routes for them.

W. R. BRADDOCK.

Sworn and subscribed before me, at Newark, {  
this 6th day of August, A. D. 1862. }

S. S. MORRIS, Master and Ex. in Ch'y,

*Edwin A. Stevens*, a witness produced on the part of the complainants, being duly sworn, maketh answer as follows:

1. How long and in what official relations have you been connected with the Camden and Amboy Railroad Company?  
10

Ans. From its first organization; I have been a director from the first. I was treasurer from the year 1830 to I think 1850; I was superintendent from 1830 to 1850; I have been president since the death of my brother Robert, five or six years past.

2. Have you always been in the habit of attending the meeting of the Directors and Executive Committee of the complainants?

Ans. I have always attended the meetings, except when  
20 prevented by the state of my health or absence from the country.

3. When were you last absent from the country?

Ans. In the year 1854 and the early part of 1855; I returned in the spring of 1855.

4. Have you ever known, or heard of, any consent or acquiescence being given by the complainants or either of them, or by any person in their behalf, to the location of the Raritan and Delaware Bay Railroad at any point westerly of a direct line from Squankum to May's Landing, the points  
30 named in the supplement to the charter of said Company?

Ans. No, sir, I have not.

5. Have you ever known, or heard of, any consent or acquiescence of the complainants, or either of them, or any person in their behalf, to a connection between the Raritan and Delaware Bay Railroad, and the Camden and Atlantic

Railroad, other than such connection as would necessarily result from the former road crossing the latter?

Ans. I have not.

6. Have you ever known, or heard of, any consent or acquiescence, of the complainants, or either of them, or any person in their behalf, to a connection, by railroad, between the Raritan and Delaware Bay Railroad Company, and Philadelphia, Camden, or any point on the Delaware river, except such as would necessarily follow from its crossing the Camden and Atlantic Railroad? 10

Ans. I have not.

7. Has any proposed approach of the Raritan and Delaware Bay Railroad, towards Philadelphia, ever been entertained by the complainants, or any one authorized in their behalf, to your knowledge?

Ans. There has not.

8. How long is it since you first heard that it was contemplated to construct the Raritan and Delaware Bay Railroad to Atsion, or to any point west of the direct route from Squankum to May's Landing? 20

Ans. I cannot designate certainly without referring to memoranda or books; but to the best of my belief it was between one and two months past.

9. How long is it since you first heard that it was contemplated to connect the Raritan and Delaware Bay Railroad with the Camden and Atlantic Railroad, by a branch road, so as to shorten the distance from Port Monmouth to Philadelphia.

Ans. I cannot state definitely; but presume it was about a month. 30

10. Has any person been a larger stockholder than yourself in the Camden and Amboy Railroad and Transportation Company at any time.

Ans. Since the death of my brother Robert I have been the largest stockholder. Before that time he was, and I believe I was next, although I can't state without referring to the books.

CROSS-EXAMINED BY MR. CHETWOOD.

1. When was you absent from this country prior to 1854

and subsequent to 1850? and how long during that interval *was* you absent altogether.

Ans. I left New York for Europe in the first trip of the Collins line—which I think was in the latter part of May, 1850—and returned in March, 1851—February or March.

In June, 1851, I returned to England to attend the World's Fair, for the purpose of testing the relative speed of American models of sailing vessels compared with those of England, and returned, I think, in September or October of the same  
10 year. I did not go abroad again till 1854, as before stated. In the latter part of 1856 I took a trip to Cuba for my health, and was gone about six weeks or two months.

2. About how many times have you been prevented from ill health from attending the meetings of the Board of Directors of the Joint Companies since 1854.

Ans. The regular joint meetings are twice a year. I have been absent from them twice during the period when in the country.

3. During this same period—which is since 1854—how  
20 frequently have special meetings of the Board of Directors been held.

Ans. I do not know. I have no idea; but the Secretary, who is here present, can give you the information I presume.

RE-EXAMINED BY MR. BRADLEY.

1. Is it or not the fact, that any business of importance transacted by the Board of Directors in your absence is generally communicated to or ascertained by you?

Ans. During my illness no business was communicated to me at any time—this was in the year 1856; otherwise I am  
30 kept generally informed of the transactions of the Board.

E. A. STEVENS.

Sworn and subscribed before me, at Newark, }  
this 6th day of August, A. D., 1862. }

S. S. MORRIS, Master and Ex. in Ch'y.

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*James S. Green*, a witness produced on the part of the complainants, being duly sworn, maketh answer as follows:



1. How long and in what official relations have you been connected with the complainants or either of them.

Ans. As Director, since their organization, excepting one year some six or seven years ago. My recollection is, I was appointed Treasurer of the Railroad Company and Secretary of the Joint Board and Executive Committee in April or the early part of 1850, and have so continued ever since.

2. Since you have been Secretary of the Joint Board and of the Executive Committee has any action on the part of either of those bodies been *had* or *taken*, consenting to or acquiescing in the location of the Raritan and Delaware Bay Railroad to any point west of the direct line from Squankum to May's Landing, or consenting to or acquiescing in the connection of said road by a branch road with the Camden and Atlantic Railroad, so as to shorten the distance to Philadelphia; or consenting to or acquiescing in any connection by railroad of the Raritan and Delaware Bay Railroad with Philadelphia, Camden, or any point on the Delaware river other than by means of the main line of the Camden and Atlantic Railroad, from the point where it might intersect 20 the same?

Ans. None that I recollect or believe.

3. Has any such consent or acquiescence as is mentioned in the preceding question ever to your knowledge been made or given by any person acting on behalf of the complainants or either of them?

Ans. None.

4. How long is it since you have heard or known of the contemplated connection between Camden City and the Raritan and Delaware Bay Railroad by means of the branch railroad from Jackson to Atsion, now constructing, and the divergent location of the Raritan and Delaware Bay Railroad to Atsion? 30

Ans. I never heard of it until I heard that this bill was filed, or about being filed.

JAS. S. GREEN.

Sworn and subscribed before me at Newark, }  
this 6th day of August, A.D. 1862. }

S. S. MORRIS, Master and Ex. in Ch'y.

*John L. McKnight*, a witness produced on the part of the complainants, being duly sworn, maketh answers as follows :

1. How long and in what official relations have you been connected with the complainants or either of them ?

Ans. I have been a stockholder since the organization, and a director since 1849.

2. Have the complainants, or either of them, or any person acting in their behalf, ever to your knowledge, consented to, or acquiesced in, the location of the Raritan and Delaware Bay Railroad Company in any other place than upon the direct route from Squankum to May's Landing ?

Ans. They have not to my knowledge.

3. Have they, or either of them, or any person acting in their behalf, ever to your knowledge, consented to, or acquiesced in, the forming of a connection, by railroad, between the Raritan and Delaware Bay Railroad and Philadelphia, Camden, or any other point on the Delaware river, other than such as might necessarily result from the intersection of the Raritan and Delaware Bay Railroad with the Camden and Atlantic Railroad ?

Ans. They never have.

4. When did you first know or hear that the Raritan and Delaware Bay Railroad was to be turned off to Atsion ?

Ans. I think it was at our meeting at Bordentown in April. I think it was the 28th of April.

5. From whom did you hear it ?

Ans. Mr. William Bullock.

6. How had he learned it, as he informed you ?

Ans. I don't know. A few days before Mr. Jones had mentioned to me that they were going on with their road, but did not mention the points.

7. Did Mr. Bullock, to your knowledge, mention this to any other officer or director of the complainants, or either of them, than yourself ?

Ans. I think he mentioned it in the presence of Mr. Cook or John G. Stevens, or both.

8. How did he mention it—as a thing that he heard, or a thing that he knew ?

Ans. I think he said he had been down on the road with Mr. Jones.

9. Down where?

Ans. In the neighborhood of the half-way house. He had been down to Mr. Jones's lands.

10. Which side of Jones's mill is the half-way house—towards Manchester or towards Atsion?

Ans. I don't know where Jones's mill is. I think it must be towards Manchester.

11. How far from Manchester did you understand Mr. Bullock they had worked on the road?

Ans. I think he said they had the rails laid about ten 10 miles.

12. What did he say about locating or going to Atsion? (Objected to.)

Ans. He said he understood that they were going in the neighborhood of Atsion.

13. When did you first know or hear that a branch road was to be built from Atsion to the Camden and Atlantic Railroad, in the vicinity of Jackson?

Ans. I should think that was six weeks or two months ago.

14. Did the conversation with Mr. Bullock lead you to 20 make any personal examination of what was about to be done respecting the location of the Raritan and Delaware Bay Railroad? If so, when, and what did you do?

Ans. It did. I took the first opportunity I could to go down to the road near Hillard's—some six or seven miles from Manchester—and I saw that the road was made there, and understood that the rails were laid some two or three miles further south. I think this was some six weeks ago. A short time after that I went down to Jackson with General Cook to see that end. 30

15. What was the object of your going to see the road or work at Hillard's and Jackson?

Ans. The object was to satisfy myself and to give information to the Company how they were progressing with the road.

J. L. McKNIGHT.

Sworn and subscribed before me, at Newark, }  
this 6th day of August, A. D. 1862. }

S. S. MORRIS, Master and Ex. in Ch'y.



*Robert F. Stockton*, a witness produced on the part of the complainants, being duly sworn, maketh answer as follows:

1. How long and in what official relations have you been connected with the complainants, or either of them?

Ans. I have been connected with them as President of the Delaware and Raritan Canal Company from the first organization of the Company, and a director during all that period; also a member of the Executive Committee.

2. Have the complainants, or either of them, or any person acting in their behalf, ever to your knowledge, consented to, or acquiesced in, the location of the Raritan and Delaware Bay Railroad to any point westerly of the direct route from Squankum to May's Landing?

Ans. I considered that I acquiesced, and that the Companies acquiesced in the supplement to the charter of the road dated Feb. 12th, 1855, because we did not oppose it—for that reason that Mr. Chetwood, the President, and Mr. Torrey, one of the principal directors, assured me that their Company had no design in altering that line—the original line—except for the purpose specified, namely, straightening the line and getting the road towards Manchester.

3. Have the complainants, or either of them, or any person acting in their behalf, ever to your knowledge, consented to, or acquiesced in, the location of said railroad to any point farther west than is prescribed and allowed by the said supplement of Feb. 12th, 1855?

Ans. No. As far as I have understood the views of the Companies, whilst they acquiesced in the supplement alluded to, they have at all times, and under all circumstances, opposed any deviation from that line—as far as it has been a matter of conversation amongst the directors, no formal action having, to my knowledge, been taken on the subject.

4. Have the complainants, or either of them, or any person in their behalf, ever, to your knowledge, consented to, or acquiesced in, the connection of the Raritan and Delaware Bay Railroad with the Camden and Atlantic Railroad, or with Camden City or any other point on the Delaware river, by means of any railroad or branch railroad, other than such connection as would necessarily result from the

intersection of the Raritan and Delaware Bay Railroad with the Camden and Atlantic Railroad?

Ans. No.

5. How long is it since you first knew or heard of the intended construction of the Raritan and Delaware Bay Railroad to Atsion, or of the branch from Atsion to Jackson?

Ans. I never heard of it until it was communicated by Mr. Bradley to the Executive Committee, through the instrumentality of letters which he had received from Pennsylvania; I think some six or eight weeks ago; I did not myself give credit to the information; I did not think that such arrangements as were communicated could be contemplated without information being communicated to me by Mr. Chetwood or Mr. Torrey; therefore I suggested that we should not act hastily, but should first obtain the most accurate information in our power to obtain; when Mr. Bradley was directed as a Director of the Company as well as Counsel to ascertain the facts, and if the information given to the Committee was true, to proceed forthwith to institute legal proceedings to stop the connection. 10 20

6. A copy of an agreement between the Camden and Atlantic Railroad Company, and the Raritan and Delaware Bay Railroad Company, bearing date October 15th, 1855, is annexed to the answer of the Raritan and Delaware Bay Railroad Company, and others, in this suit; and in the answer it is alleged by William Torrey that he showed the same to Robert F. Stockton about the date thereof.

Have you any recollection of ever seeing such agreement; if you have, or whether you recollect it or not, did you on behalf of the complainants, or otherwise, ever consent to or acquiesce in the arrangement contemplated by said agreement? 30

Ans. I have not the slightest recollection of ever having seen such an agreement—but whether I ever saw that agreement or not, it is very certain, that I did not consent to or acquiesce in it on behalf of the Joint Companies, the complainants, because, in all my intercourse with those gentlemen, I assumed the position simply of personal responsibility for what I said or did. 05

[Two papers being shown to the witness, one purporting 40

to be a letter from Robert Lenox Kennedy and Henry M. Alexander, dated March 18th, 1861, and the other purporting to be a copy of resolutions passed by the Executive Committee of the Board of Directors of the Raritan and Delaware Bay Railroad Company, which papers I have marked respectively Exhibits B 2, and B 3, on the part of the complainants—the witness is asked,]

7. Do you recognize those papers, and what connection, if any, have they with one other?

10 Ans. That letter with the accompanying resolutions—namely the other paper—was sent to me by Mr. Alexander.

8. Was any action ever taken on them by the complainants, to your knowledge?

Ans. I presented them to the Executive Committee, and as far as my recollection serves me they were referred to the Joint Board of Directors, and the Secretary was directed to inform Mr. Alexander what had been done in relation to them. I am not aware of any further action having been taken on them.

20

R. F. STOCKTON.

Sworn and subscribed before me, at Newark, }  
this 6th day of August, A. D., 1862. }

S. S. MORRIS, Master and Ex. in Ch'y.

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*Benjamin Fish*, a witness produced on the part of the complainants, being duly sworn, maketh answer as follows:

1. How long and in what official relations have you been connected with the complainants, or either of them?

Ans. I have been a Stockholder and Director of the Camden and Amboy Railroad and Transportation Company from  
20 its first organization—also a member of the Executive Committee and was Secretary for several years.

2. Have the complainants, or either of them, or any person in their behalf, to your knowledge, ever consented to, or acquiesced in, the location of the Raritan and Delaware Bay Railroad, to any point west of the direct line from Squankum to May's Landing; or consented to or acquiesced in any connection of said railroad with Camden City, or any other



point on the Delaware river, by railroad, other than the necessary connection that might result from the said railroad intersecting the Camden and Atlantic Railroad?

Ans. No.

3. When first did you learn of the contemplated location of the Raritan and Delaware Bay Railroad to Atsion, and the connection thereof by a branch from Atsion to Jackson, with the Camden and Atlantic Railroad?

Ans. I think that the first that I heard of it was about the time that the Commodore mentioned in his testimony, 10 some six or eight weeks ago.

BENJ. FISH.

Sworn and subscribed before me, at Newark, {  
this 6th day of August, A. D., 1862. }  
S. S. MORRIS, Master and Ex. in Ch'y.

THOMAS B. FIDLER, a witness produced on the part of the complainants, being duly sworn, maketh answer as follows:

1. What is your age, residence and occupation?

Ans. I am 49 years of age; I reside at Lambertville, in this State, and am a civil engineer. 20

2. Have you recently examined the direct route from the village of Batsto, in the County of Burlington, to the Camden and Atlantic Railroad? If so, please to state the length, direction, features, and character of such route, with all particulars relating to the same.

Ans. I have examined such route, and run the line; the line I ran follows the principal carriage road from Batsto to the railroad, and is nearly direct, that is, very nearly at right angles to the railroad, and is five miles and ninety-six hundreds of a mile long, pretty straight; the general direction is about south 41 degrees west; it is a pretty good route; it is not level all the way; it is level part of the way, and undulating part of the way; the excavation part of the way would require a cut for a short distance of twenty feet; that is the greatest cut; I think, compared with other railroads, it is an easy route; the heaviest grade was forty feet to the

mile, extending about 6,000 feet; there is a grade of 36 feet about 3,000 feet long, and one of 25 feet about 4,000 feet long; the other grades are very light, part level; I made an estimate of the cost of the road, and it amounted to \$16,000 for the grading of the whole line, including the bridge across the river.

3. Is there now a station where such branch would connect with the Camden and Atlantic Railroad?

Ans. Yes, at Weymouth, called the Weymouth station.

10 4. Is that station now resorted to by the people of Batsto?

Ans. I am not well enough acquainted there to state certainly about it, but I should think so.

5. Does the road along which you run your line appear to be well traveled?

Ans. Yes, it does.

6. Are there any swamps or high hills or any other obstacles in the way of constructing such branch?

Ans. No, sir. There are hills and swamps, but not so as  
20 to hinder the construction of the road.

CROSS-EXAMINED BY MR. CHETWOOD.

1. Was you ever at that section of the County you have spoken of except the time above named?

Ans. Never before, except once when I was a child.

2. How long was you there making the examinations you have spoken of?

Ans. Two days.

3. During that time, was you or was you not engaged in making a survey and mapping it?

30 Ans. I got through with the field work in the afternoon of the second day; the mapping was done at 4 o'clock.

RE-EXAMINED BY MR. BRADLEY.

1. Did you have an assistant?

Ans. Yes, sir.

2. Who?

Ans. J. M. Bunnell.

3. From what you saw of the country, do you suppose that any better route might be found than the one you surveyed?

Ans. I think there would be less cutting a little west of these deep cuttings.

THOMAS B. FIDLER.

Sworn and subscribed before me, at Newark, }  
 this 6th day of August, A.D. 1862. }  
 S. S. MORRIS, Master and Ex. in Ch'y.

*John G. Stevens*, a witness produced on the part of the complainants, being duly sworn, maketh answer as follows:

1. How long, and in what official relations, have you been connected with the complainants or either of them? 10

Ans. I have been engaged as an Engineer on the works of the complainants for a little over twenty years, and have been a Director since May last.

2. Have you ever known or heard of any consent or acquiescence, given by the complainants, or either of them, or by any one on their behalf, to the location of the Raritan and Delaware Bay Railroad at any point westerly of the direct line from Squankum to May's Landing? or to a connection by railroad of the said railroad with Philadelphia, Camden, or any point on the Delaware river, other than such connection as would necessarily result from the intersection of such railroad with the Camden and Atlantic Railroad? 20

Ans. I have not.

3. Could such acquiescence or consent have been given without the knowledge of some or one of the persons who have been examined here to-day?

Ans. No.

4. How long is it since you first learned of the contemplated construction of the Raritan and Delaware Bay Railroad to Atsion, and the connection thereof, by means of a branch railroad, with the Camden and Atlantic Railroad at or near Jackson? 30

Ans. I heard of the extension of the road from Manchester down, last Spring; but did not know of the connections that are now proposed to be made, or of the divergence from their original route, until about six weeks since.

4. Have you examined the country between May's Land-



ing and Manchester in reference to the practicability of constructing a railroad on the direct route from Squankum to May's Landing? If so, when, and what was the result; state the particulars.

- Ans. I did make such examination in company with General Cook and Mr. Braddock, this week. From Egg Harbor City we walked down the track of a branch railroad now building from that point to May's Landing, to a point in the road where we had an unobstructed view of the road for the
- 10 distance of two or three miles south. The country was extremely flat, and from its character, and from what I gathered from persons engaged on it, the same level nature continued to May's Landing. I should judge that the line of that branch was, at its greatest distance, within a mile of the direct route between Squankum and May's Landing, and over the same character of country. Starting northerly from Egg Harbor City, we passed as near the direct line aforesaid as was practicable with a wagon, up to the northerly line of Burlington County—at which point the direct line aforesaid
- 20 and the road as now built nearly coincide. Our average distance from the direct line through the County of Burlington was, perhaps, a mile—we crossing and re-crossing it at different points. The country is extremely level, and better calculated for the cheap grading of a railroad than any other which I have ever seen. We met with no swamps, and with but one hill—this extended about one hundred yards in length, and might require a cutting of five feet. The low brush did not prevent a view on either side, of miles, and the country, as far as could be seen, was a dead flat. The
- 30 soil was quite uniform, being sand. After passing into Ocean County, the direct line and the line as now built coinciding nearly as far up as Manchester, it was not considered necessary to keep so close to the line. We however crossed it at two different points in Ocean County, and found the line as now built, coinciding as aforesaid with the direct line, had required much heavier work than the direct line would require through Burlington. My observations were substantiated as to the favorable character of the route by all the inhabitants with whom we met, and who generally expressed great dis-
- 40 satisfaction at the divergence of the route.

[Declarations of inhabitants objected to.]

6. About now near to Manchester does the direct line run?

Ans. Within about a quarter of a mile.

7. Have you examined Mr. Fidler's estimates of the Batsto branch surveyed by him? If so, how would you regard them as to accuracy?

Ans. I have examined them, and think the prices both for the grading and bridging very liberal; and that at the present prices of labor the road can be built within the estimated price. 10

8. Are you acquainted with Kitchell's map of New Jersey, a copy of which has been here exhibited? If so, how do you regard it as to accuracy?

Ans. I am acquainted with it, and consider it undoubtedly the most accurate map of the State yet published.

9. Does the direct route through Burlington county or through Atlantic county—between Squankum and May's Landing—cross any streams that would be any material obstacle to the construction of the road thereon?

Ans. It crosses but one stream of importance, namely, the Little Egg Harbor river, the cost of bridging which would not exceed \$5,000; it also crosses a small stream near Washington, in Burlington county, the cost of bridging of which would not exceed over a few hundred dollars; I am satisfied that the entire bridging of the route could be effected for \$7,000; there are also a few small runs, the bridging of which is included in the above estimate. 20

CROSS-EXAMINED BY MR. CHETWOOD.

1. Have you ever at any other time than you have already mentioned, passed through that section of this State from Egg Harbor City to Manchester? If so, when? 30

Ans. I have not; I have no other acquaintance with it than that which I derived from said visit.

J. G. STEVENS.

Sworn and subscribed before me, at Newark, }  
this 6th day of August, A. D., 1862. }

S. S. MORRIS, Master and Ex. in Ch'y.

[The volumes of printed laws of this State are considered as offered in evidence in support of any allegations in the bill or answers.]

S. S. MORRIS,

August 6, 1862.

Master and Ex. in Ch'y.



## IN CHANCERY OF NEW JERSEY.

Between

THE DELAWARE AND RARITAN CANAL  
AND CAMDEN AND AMBOY RAILROAD  
AND TRANSPORTATION COMPANIES,  
Complainants,

AND

THE RARITAN AND DELAWARE BAY  
RAILROAD COMPANY AND OTHERS,  
Defendants.

*On Bill and Answer and Rule to take Testimony.*

The examination of witnesses and offering of Exhibits in the above stated cause on the part of the defendants, before me, Staats S. Morris, one of the Masters and Examiners in the Court of Chancery of New Jersey, at Taylor's Hotel in Jersey City, this 9th day of August, in the year 1862, in the presence of F. B. Chetwood, Ashbel Green, and B. F. Randolph, Esqs., counsel for defendants, and J. P. Bradley, Esq., counsel for complainants, in pursuance of notice hereto annexed, due service of which is admitted.

10

*James J. Reynolds*, sworn for the defendants :

Ques. 1. Where do you reside ?

A. Ocean county.

2. How long have you lived there ?

A. All my life. I am 57 years old.

3. What has been your employment ?

A. My employment in my younger days was cutting wood, and floating wood down the streams to the navigation, part of the time following the water in the coasting business.— For the last 20 years, my business has been looking after 20 tracts of land, cedar swamps, and farming some.

4. How familiar are you with the country lying south of Manchester in the counties of Ocean and Burlington ?

A. Well, those places I have been over perhaps from 15 to 20 times a year for the last twenty years.

5. In what way did you go through the country ?

A. Various ways; sometimes surveying large tracts of land, sometimes selecting out the best locations for wood roads for teamsters to cart wood to landings. I have travelled over all the by-roads, and am familiar with them all pretty much.

6. Have you, in your journeys through that part of the country, confined yourself to the roads?

A. No, sir, I have not. I have very frequently, if I wanted to go to any swamp or anything, taken the nearest course, 10 on foot, sometimes on horseback.

7. Have you ever been with any parties surveying a route for a railroad through that country, or any part of it, and if so, when and how often? state the particulars.

A. About four years ago; I commenced four to five years ago. I think I have been with them to run several lines, as near as I can recollect.

8. Do you know the course of a straight line from Manchester to May's Landing?

A. I do not, all the way through.

20 9. How far south of Manchester do you know the course of a straight line to May's Landing.

A. I do not know the course of the compass towards May's Landing.

10. Do you know the course of a direct straight line?

A. I do not know the course by the compass.

11. I mean a line without reference to the course of the compass?

A. It is in the direction of southwest—to the eastward of the present line of the railroad.

30 12. What streams, if any, would such a direct line cross?

A. It would cross Wrangle Brook, Vanhorn's Mill Brook, Davenport Branch, Cedar Creek, then a number of little streams putting into Forked River. It would run nearly lengthwise with Shoal Branch, several miles along a piece of sunken land.

13. Which way do these streams run?

A. The most of them run to the east till you come to the Shoal Branch. They all run to the east till you come to the Shoal Branch.

14. Is the land, upon a direct line from Manchester south to May's Landing, dry or swampy in its character?

A. There is a number of swampy low land.

15. Do you know the present location of the Raritan and Delaware Bay Railroad south of Manchester?

A. I do.

16. Do you or do you not consider the present route as a more feasible one for a railroad than the direct straight line from Manchester south towards May's Landing?

A. I do, sir; considerable best ground.

10

17. Why do you so consider it?

A. Well, it heads a number of streams that a straight line would cross, and where it is now located it seems to be on a neck of land that runs southwest below Wading River, and that all the streams to the east run to the Atlantic Ocean, and all the streams to the west run and empty into the Delaware, and the most of them head where the present railroad now is.

18. Are there any hills or valleys upon the direct line, and if so, do they extend or deepen in either direction?

20

A. There is some small cutting and filling. As they go each way the valleys become deeper and the hills higher.

19. Do you know why the lines which you have spoken of as being run were rejected as the line upon which the railroad should be built?

A. Nothing more than that it wasn't as good ground to build a railroad upon as where the present road now is.

20. Why?

A. Not so many swamps and hills and valleys.

21. Were any directions given to the surveying parties as to the selection of the line where the road was to run; and if so, what directions?

30

(Question objected to by complainants' counsel.)

A. All the directions that ever I heard in running those different lines, was for the purpose to find the best location.

22. Are there any hills on the straight line from Manchester south, towards May's Landing; and if so, state such as you remember?

A. Yes, sir; there is a number of hills at the head of Forked River.

40



23. How high are those Forked River hills?

A. I do not know how high they would be where the straight line would cross them. I have seen them loom up pretty high when I have been twelve miles at sea. It is one of our main landmarks, when we are at sea, to tell where we be.

24. Do you recollect the Hog's Back Hill?

A. I do.

25. How does it lie in reference to the present location of  
10 the road?

A. It lies to the eastward.

26. How as to a direct line.

A. I could not state the particulars about that.

27. What direction do the roads through that section of country generally take?

A. The laid-out roads run to the sea shore—that is, east and west. The by-roads run criss-cross in every direction through the woods.

28. Do any of these country roads run parallel to a straight  
20 line from Manchester to May's Landing?

A. Not one.

29. From your experience in the Pines, and your knowledge of the country and of the country roads through it, do you believe it possible for any person to ride along the country roads and judge of the levels, without an actual survey and the use of an instrument?

A. Not any man can do it, not even the best engineer in the State.

30. How thick is the forest through which these country  
30 roads run?

A. The timber is from fifteen to twenty years growth, oak and pine, and with a growth so thick that a horse and wagon could'n't be seen more than fifty yards, in many places, from the road.

31. For what purpose were these roads generally constructed, and by whom?

A. They were cut for the purpose of carting wood off of these lands to the landing, by the owners of the lands, or the people in their employment.

40 32. Do they cross the hills?

A. No, sir. They wind round a considerable distance to avoid a hill or a hollow.

33. Do you know the road from Harrisville by the way of Martha to Cedar Bridge?

A. I do, sir.

34. Is it a narrow or wide road?

A. Just wide enough, or hardly wide enough, for a top carriage to travel.

35. How far on either side would it be possible for a person traveling that road to see the character of the country 10 and its surface?

A. It would be a very short distance—not over twenty steps on an average?

36. Why?

A. Well, because the bushes and brush were so thick.

*Cross-examined* by Mr. Bradley:

1. Did you ever accompany a surveying party that surveyed a straight line through from Manchester to May's Landing?

A. Not all the way. 20

2. How far?

A. About twenty miles; from Manchester down to Jones' Mill, or nearly there.

3. When was that survey made?

A. I do not recollect just the time. I think it was about three or four years ago.

4. Which side of that line is the road actually located?

A. On the west.

5. Does not the road, as located, run to or near Jones' Mill. 30

A. It does.

6. Where is Jones' Mill, compared with Risley's Branch?

A. I do not know, sir.

7. How far is Jones' Mill from a straight line run from Manchester to May's Landing, if you know?

A. I do not know; I never saw it run.

8. Never saw what run?

A. The line across from Jones' Mill to the straight line.

9. About how far is it?

A. I could not tell, it would be like taking a leap in the dark.

10. Have you ever had any experience in the construction of railroads?

A. Some little, sir.

11. When, and in what way?

A. In grading the Raritan and Delaware Bay Railroad, about five or six years ago, when it was first commenced.

12. In what part of Ocean Co. do you reside?

10 A. Dover township. Manchester is in Dover township. I reside four miles from Manchester in an easterly direction.

13. Do you own lands on or near the R. & D. B. R. R., if so, state where?

A. I do, from a mile to three miles east of the R. R. in Dover township, east of Manchester, where I live. I own some small surveys about a mile north of those I have just mentioned. I own a cedar swamp survey west of Manchester.

20 14. Have you ever been to Egg Harbor city?

A. Not since it has been a city. I was there once when I was quite young.

15. Have you ever been to Washington in Burlington county?

A. No, sir.

16. How near to Washington have you ever been?

A. I couldn't give you a correct answer. I have been all round but never to it.

17. When you say all round it, at about what distance do  
30 you mean from it?

A. I could not tell how many miles it was, for I am a very poor hand to judge of miles through the woods.

18. On the direct route from Manchester to May's Landing, have you ever been south of Jones' mill?

A. I have not been any south of that on the straight line.

19. You just now called the Forked River Hills by the appellation of "Forked River Mountains," which was not taken down as part of your examination. Which side of the straight line from Manchester to May's Landing, do these  
40 mountains lie?



A. Eastward.

20. Do you mean to say that the whole country from Manchester to Egg Harbor city has a growth of oaks and pines fifteen years old?

A. I think the average part of it is. Some is not so old, and others older.

21. Has the business of cutting wood in the pines ceased for the last few years?

A. In a number of places it has.

22. Those are places where there is no wood to cut, are 10 they not?

A. No, sir; they are waiting for it to grow a little larger.

JAMES J. REYNOLDS.

Sworn and subscribed before me, at Jersey }

City, this 9th day of August, A. D. 1862. }

S. S. MORRIS,

Master and Ex. in Chancery.

EZRA A. OSBORN sworn on the part of the defendants.

1. What is your age, residence, and occupation?

A. I am thirty-nine years of age. I reside at Middletown, Monmouth county, and have always resided there. I am a 20 practical surveyor and agent of the R. & D. B. R. R. Co.

2. How many years have you pursued your occupation of a practical surveyor, and to what extent have you acted in that capacity?

A. About twelve years. Previous to 1857 my whole time was devoted to surveying and conveyancing. Since that time I have been engaged with the R. & D. B. R. R. Co. as engineer and general agent. My chief occupation has been selecting routes, obtaining rights of way, and engineering.

3. Are you acquainted with the character and topography 30 of the country from Squankum or Manchester to May's Landing? if so, tell us what acquaintance you have with it.

A. I am very well acquainted with the country and its topography, as far south as about twelve or thirteen miles south of Manchester, Ascerdaton road.

4. Have you traversed that limit of country you have

named frequently, or not? And for any particular purpose?

A. Yes, I have gone over it a number of times with a view of projecting railroad routes, and also with a view of selecting lands.

5. What is the character of the surface of the country you have spoken of from Manchester south, for the distance you have mentioned?

A. There are ranges of hills running easterly and westerly 10 and also some swamps.

6. Would or would not a direct line from Manchester to May's Landing run through that range of hills?

A. We projected several lines across them, and found them impracticable, and a great deal more work than farther west.

7. Were or were not these various lines you explored in a general straight direction towards May's Landing from Manchester?

A. Yes, they were all in that direction; but our main ob- 20 ject in running these lines was to get the best route as to graduation.

8. Are you acquainted with the actual location of the Raritan and Delaware Bay Railroad south of Manchester?

A. I am.

9. Which side of a direct line from Manchester to May's Landing is it located?

A. On the westerly side.

10. Do you know why it was located on the westerly side of a direct line?

30 A. To avoid the hills and swamps.

11. Would there be any, and, in your opinion, what difference in the cost of constructing the railroad south of Manchester, on its present location, from that of constructing it on a straight line, or eastward of a straight line?

A. There would be a very considerable difference; I can't say how much.

12. Why would there be a considerable difference?

A. The work is not as heavy in the present located line, and not as much bridging. In general terms, I should think 40 it would cost half as much again for the graduation and

bridging on the direct line, or east of it. I mean for the twelve or thirteen miles south of Manchester that I have explored.

13. On which route already named by you are there the greatest facilities for obtaining timber and cross-ties for construction of the road?

A. On the located route.

*Cross-examined* by Mr. Bradley.

1. How did you get at the position of a straight line from Manchester to May's Landing? 10

A. We surveyed in a general direction, according to the maps of reference which we had of the country.

2. What maps do you refer to?

A. Coast-survey charts and State maps; Gordon's and Horner's State maps, and I think that we had maps from the Surveyor-General's office—Surveyor-General of East Jersey.

3. Who accompanied you in these surveys?

A. Peter Sours, of Newark, a Chief-Engineer; Mr. Reynolds, the last witness. I have been through with him as often as with any one else; and Samuel Osborn and Mr. 20 Amory Edwards, Thomas C. Hilliard, Francis W. Brinley, and others at different times.

4. Have you here memoranda of the grade line which you obtained in making these preliminary surveys?

A. No, sir. I don't mean to be understood that I made all these surveys. I never made personally but one—that starting from Manchester went to the eastward of the present located line, crossing it, came out to the Lebanon Glass Works, which is west of the located line, north and west of Jones' Mills, four or five miles—I can't tell the exact distance; and the other lines were marked through, and I traversed the marked lines and saw the profiles made by the engineers, but was not always with them when they run the lines. I was generally scouting around or reconnoitering.

5. Can you give the courses of the road, as actually located, from a point opposite Manchester to any distance, and how far southerly thereof? If so, please give them.

A. I can't give any of the exact courses.

6. Does that line coincide for any distance south of Manchester nearly with the direct line to May's Landing? 40



A. It is not very far from it for the first two or three miles; after that it gradually bears off from the straight line to the westward, curving around a range of hills.

7. How far from Manchester is that range of hills?

A. About three miles.

8. Is that the range of hills to which you referred in your direct examination?

A. It is a part of them.

9. What do you mean by "part"?

A. There are others two or three miles beyond them.

10 10. What is the general direction of this first range of hills?

A. Easterly and westerly.

11. Directly east and west, or obliquely?

A. The general course of them is easterly and westerly across the line.

12. After curving around this first range, does the road, as located, turn to the eastward again at all?

A. Yes, sir.

13. How far is the road from the direct line where it  
20 curves to the eastward again?

A. I could not tell without reference to the map and notes, as there are several curves in the line.

14. About how far is it?

A. It might be from one to two miles.

15. Does it come around the west end of the next range of hills, or does it stand off from them to the west?

A. It curves around them?

16. How far is it from the direct line where it curves around them?

30 A. I can't tell without the map.

17. About how far, in your judgment?

A. About a mile and a half.

18. Are these ranges of hills continuous and unbroken, or are they made up of a series of short hills?

A. They are higher in some places than in others, we considered them ranges of hills?

19. How high are these hills?

A. I am unable to say now, not having a memorandum.

40 20. About how high, according to your recollection?

A. I don't recollect the elevations.

21. Could you not give an idea of the depth of cutting it would have required to get through them in the most favorable places?

A. I couldn't tell without seeing the profile.

22. Of what soil are those hills composed?

A. Sand.

23. How near to Manchester does a direct line from Squankum to May's Landing, run?

A. I could not tell without looking at a map.

24. How far is Jones' Mill from Manchester?

A. Eighteen miles, I think.

10

25. On what stream is it located?

A. I think it is called Union Branch where the Mills are.

26. You spoke of finding swamps on the straight line towards May's Landing from Manchester; where are those swamps located?

A. At Wrangle Brook, and, I think, Van Horn's Branch; I forget the names of the streams there.

27. How far from Manchester are these swamps?

20

A. Various distances within seven or eight miles.

28. How wide is it across the largest of these swamps in the direction of the straight line?

A. I can't say; I don't remember.

29. Well, now, were they not very inconsiderable swamps?

A. I would not consider them so, and I would not consider them very extensive.

30. Could they really present much obstruction to the laying of a railway?

A. I would not consider them very formidable.

30

31. How do you know you were on the straight line in question, when you reached these swamps?

A. I have not undertaken to say that I was at any time on a direct straight line; these lines were run in that direction.

32. How much to the westerly of the direct line would you have had to go to pass around these swamps?

A. I am unable to say.

33. What is about the expense, per mile, of grading and building the actual road from Manchester to Jones' Mill?

40

A. I don't know.

34. Did you make the estimate?

A. No. I think Mr. Serrell made some, and Mr. Bruyn made some.

EZRA A. OSBORN.

Sworn and subscribed before me, }  
at Jersey City, this 9th day of }  
August, 1862.

S. S. MORRIS,

*Master and Ex. in Chan.*

10 EDWIN S. TAYLOR, sworn on the part of the defendants.

1. What is your age, residence, and occupation?

A. Aged thirty-two years; residence, Long Branch; occupation, conductor on a railroad train—formerly an engineer.

2. Have you ever assisted in running any lines or levels for the Raritan and Delaware Bay Railroad Co., and, if so, state when and where?

A. I have; on or about 1854 I commenced. I commenced engineering under Mr. Pemberton, first in Atlantic County, at a place now called Egg Harbor City, and ran several lines  
20 through to the lower end of Cape May County; we then came back and started a line from Weymouth Station, on the line of the Camden and Atlantic Railroad, said line to connect with another line previously started from Port Monmouth in Monmouth county. After running about five miles north we found the line impracticable, on account of swamps and marshes. We then started a new line from a point on the Camden and Atlantic Railroad, about half way between Weymouth Station and Egg Harbor City, and run about  
30 four or five miles north, and abandoned the line on account of swamps and marshes, with the intention of trying a new line farther west, but were called off before commencing said line by the Chief Engineer, and put to work at Port Monmouth, to assist in running a line from there south to about ten miles below Manchester, and continued so at intervals for two or three years. Those are all the lines I ever run.

3. The second southerly line you speak of having run, was it east or west of the first southerly line?



A. East.

4. Is the land on the second line you run more or less swampy than the land along the first line?

A. More swampy, and the streams wider.

5. In running the lines south of the Camden and Atlantic Railroad, what kind of land did you go through?

A. Very swampy; one line, I should think, we ran through a mile and a half of swamp, in going to May's Landing from the Camden and Atlantic Road.

E. S. TAYLOR. 10

Sworn and subscribed before me, }  
at Jersey City, this 9th day of }  
August, A. D. 1862, }

S. S. MORRIS,

*Master and Ex. in Ch'y.*

RICHARD JONES, sworn on the part of the defendants.

1. What is your age, residence, and occupation?

A. Aged fifty years. I reside in Florence, Burlington county, New Jersey. My occupation at present is being the owner of pine lands. 20

2. Are you familiar and to what extent with the lands in Burlington county, in the region of the Raritan and Delaware Bay Railroad?

A. I am familiar with them from Manchester to Jones' Mill, from being an owner of a large tract through which it passes, and having devoted myself to the study of the best means of making them available. I have been familiar with these lands for thirty-five years.

3. Have you traveled through the district of country you have mentioned, and give us an idea of the extent and frequency of your travels through the same? 30

A. I have, as proprietor of an iron furnace; cutting and carting wood, raising ore, and hauling the same, necessitated my continual traveling through the region of my immediate neighborhood—when my residence was at Hanover Furnace, from 1834 to 1850, and from 1852 to the present time.

4. Are you acquainted with the general topography of

the district of country you have named ; and if so, please describe it ?

A. I am. The district of country extending from Manchester to Jones' Mills, and between an irregular line about twelve miles to the west and about eight miles to the east, is composed of what is called pine land. The general appearance of the country is flat, until you reach the eastern boundary of this parallelogram I have described. About the centre of this district runs the dividing line of the waters flowing east and west. The streams are generally sluggish  
 10 in their current, and near their sources bordered with extensive swamps. The eastern half of the section is more broken into hills than the western. I can't tell you anything about the range ; there are some known hills, and others discover themselves after the timber is cut off.

5. Are you acquainted with any route or routes run with a view to the location of the Raritan and Delaware Bay Railroad, from Squankum or Manchester, in the direction towards May's Landing ?

A. I am acquainted with the route of the Raritan and  
 20 Delaware Bay Railroad as now located, and I have viewed the route that was run further to the westward.

6. From your knowledge of the country between Manchester and May's Landing, are there, or not, any obstacles in the way of constructing a railroad in a direct line between those points ; and if so, name them ?

A. I do not know where a straight line from Manchester to May's Landing would cross, but I am satisfied from my knowledge of the country, as far as it extends, that a road any considerable distance to the eastward of the road as it  
 30 at present exists, and running nearly parallel with it, would meet with difficulties in construction from hills, swamps and streams.

7. What do you suppose would be the probable difference in cost of constructing the railroad on the line of its location as compared with constructing it on a direct line from Manchester to May's landing, or eastward of that line ?

A. I should think the cost of grading on the present location would be one-third less, and two-thirds less for bridg-  
 40 ing.

8. Is it easy, while traveling along the country roads through that district of country, to ascertain, on each side of the roads as you pass along, the location of streams, swamps and hills?

A. I do not think it would be possible for a stranger to the district to form any idea of the topography in merely passing through.

9. Why not?

A. Simply because he could not see it for the trees and brush. 10

10. As a general thing, how far from the road can you see the surface of the ground?

A. In a level country, not over fifty yards; if you get on the top of a hill you can see where you choose.

RICHARD JONES.

Sworn and subscribed before me, }  
at Jersey City, this 9th day of }  
August, A. D. 1862.

S. S. MORRIS,

*Master and Ex. in Ch'y.*

20

SAMUEL H. SHREVE sworn on part of the defendants:

1. What is your age, residence, and occupation?

A. Aged 33 years; I reside at Tom's River; I am a Civil Engineer.

2. Are you acquainted with the country south of Manchester, in the counties of Ocean and Burlington; state what knowledge you have of it, and how acquired?

A. I am acquainted with it. I have a general knowledge of the topography of the country for some miles to the east and west of the present located line of the railroad. I acquired it by running lines for the railroad, and making surveys of lands in the vicinity of the road. 30

3. How many lines did you run with a view to the location of the railroad?

A. Three lines.

4. State them.

A. One line from Bergen Iron Works passing near Manchester and continuing in the same straight course some thirty miles south of Bergen. The second line from a point



in the first line between Bergen and Manchester southward and considerably to the eastward of the first line. This line must have been twenty-five or twenty-six miles long. The third from a point probably a quarter of a mile eastward of Atsion running towards Jones' Mill, thence in the direction of Manchester and connecting with the first and second lines run.

5. What was the object in running these lines?

A. To obtain the most feasible and practicable route for a  
10 railroad running southward from Manchester.

6. Under whose directions were the lines run?

A. Under the immediate direction of Mr. Peter Sours, Chief Engineer.

7. What directions, if any, were given as to the route to be taken in running the lines?

A. The first line was to be merely an experimental line to give us a general idea of the topography of the country; we found that line not quite suited, nor adapted for the road; we then ran the second line considerably eastward of the  
20 first. I was directed to run that with a view of finding a better line than the first; we found it much worse. The second one was run with the idea of locating it eastward of the first line. There was nothing said as to the place where we were to go to—we were merely ordered to find the most practicable route to the South. There were no places named. The general idea was that we were to go to May's Landing.

8. How often have you been over the country south of Manchester in Burlington and Ocean counties for the purpose of surveying?

30 A. I have been there almost constantly for the last five years, more than an average of twice a month.

9. In thus going through the country, did you follow the roads or did you go through the tracts?

A. In surveying the land I always went through the tracts. I also surveyed many of the roads and the streams.

10. How familiar are you with the swamps and the hills and the streams of that region of country?

A. I am quite familiar with them.

11. Are you familiar with the line of the Raritan and  
40 Delaware Bay Railroad, as now located?

A. I am, south of Bergen to Atsion.

12. Do you know where a straight line from Manchester to May's Landing would pass?

A. I think I can tell to within a short distance.

13. Which, in your opinion, is the most feasible route for the location of a railroad running south from Manchester to May's Landing?

A. I can't give an opinion south of Burlington County, but north of the southwest line of Burlington County the present located line is the most feasible. 10

14. Why?

A. Because it avoids the hills, streams, and swamps that a line farther to the eastward would certainly strike.

15. State the course and points touched by a straight line from Manchester to May's Landing?

A. The course would be not far from south, 30° west, probably a little to the westward of that. From Manchester southward the line would pass over a rough country as far as Webb's mill stream, where there are some high and abrupt hills fifty feet high. Southward again it is still uneven to the head of Shoal Branch. A line from Manchester to May's Landing would pass a little to the westward of the head of Shoal Branch. Its course then for some distance will be nearly parallel to the course of Shoal Branch; the line would cross a stream called Indian Jake, and then Shoal Branch, near the mouth of Biddle's Branch, which empties into Shoal Branch. It would cross diagonally, and would pass over, probably, a mile of swamp and marsh. It would next cross Shreve's Branch, and next Collard's Branch. On the south side of Collard's Branch, it is most probably very near where the line would pass; there is a high hill, called Spring Hill; south of Spring Hill, rising near it, probably a mile, is a stream called Tranquillity. It is very wide at its head, and its general course will not vary much from the course of the line from Manchester to May's Landing, and I think the line referred to would strike that stream very near its head, and would pass through the marsh and swamp of the stream for a distance of near three miles; that would be nearly to its mouth, where it empties into the west branch of Wading River. I think the line would cross the west branch of 40 20 30

Wading River above the mouth of the Tranquillity. Southward of the west branch I am not so familiar with the land, but I think it is comparatively level, probably to Mullica's River. That line certainly strikes more streams and swamps than a line to the east or west of it would.

16. How wide are these swamps?

A. There is very great difference in them. Tranquillity near its head is composed of three branches, and it's probably a mile from the upland on one side to the upland on the  
10 other, with streams and swamps between. Collard's Branch is quite narrow, not much swamp. Shoal Branch, with the marsh and swamp, is probably a quarter mile wide—from fifteen to twenty chains, that is, below the mouth of Biddle's Branch.

17. How much bridging and piling would the direct route you have named require?

A. I could not give any estimate; probably on Shoal Branch alone, there would be more bridging and piling than on the present located line south of Manchester, in Burling-  
20 ton and Ocean counties.

18. Are you acquainted with the ordinary wagon roads through the country south of Manchester in Burlington and Ocean counties?

A. I am with most of them.

19. Could a person riding along them judge of the character of the country with a view to determine its availability for the construction of a railroad?

A. As a general thing I think not.

20. Why?

30 A. Almost all that country is grown up with dense young pines, which would obstruct the view in almost every direction. The road sometimes, but very rarely, pass over hills from which some idea of the surrounding country can be formed.

And being *cross-examined* by Mr. Bradley:

1. Did you ever run the line from Manchester to May's  
Landing?

A. I did not.

2. Did you ever accompany any one who did?

40 A. I did not accompany any one all the way through.



3. Did you ever attempt to run any portion of the direct line between Manchester and May's Landing ?

A. When I ran the lines I was not directed to run to any point.

4. The third question repeated.

A. Some one of the lines I commenced, may have been a direct line to May's Landing.

5. The third question again repeated.

A. It may be I commenced several, but as the lines were not continued through, I cannot say I did not attempt to run a direct line to May's Landing. 10

6. Do you refuse to answer the third question any further than you have answered ?

A. In my answer so far, I have endeavored to give as direct an answer as I think is in my power.

7. Do you not know whether you ever attempted to run any portion of that direct line or not ?

A. I never started with the intention of running directly to May's Landing or to any other point.

8. When you speak in your testimony of a direct line between Manchester and May's Landing, from what point in Manchester do you refer as the commencement of such line ? 20

A. About where the depot is, where the road from Tom's River crosses the Railroad.

9. How do you know that the straight line from Manchester to May's Landing would cross or touch the points to which you have referred, if you never ran it to ascertain where it ran ?

A. From the maps of New Jersey—Gordon's, Kitchell's and Horner's, I get my idea of the course from Manchester to May's Landing ; and being acquainted with the country south of Manchester, I form my idea as to the points the line would strike. 30

10. If Shoal Branch, as you say, runs nearly parallel with the straight line referred to, and if the straight line, as you supposed, would run into Shoal Branch, would not a slight deviation in the course, east or west, avoid Shoal Branch ?

A. I did not state that Shoal Branch, in its whole length, ran nearly parallel with the line referred to, only about that portion of it above the mouth of Biddle's Branch or near 40

the head. A deviation at Manchester to the westward, equal to the general course of the present line, would pass to the westward of Shoal Branch, at the nearest point probably a little over a mile.

11. What are the courses of the present line after leaving Manchester?

A. I cannot give you all the courses. I don't know.

12. Does not the present line nearly follow, in its general course, the straight line between Manchester and May's

10 Landing until after it enters Burlington County?

A. No, sir; it runs to the westward.

13. How far west of such straight line is it where it intersects the northeast line of Burlington County?

A. I think I cannot give you a correct answer. I ran the line through there, but was misinformed where the boundary line of Burlington County was.

14. From what point in the line between Bergen and Manchester did you commence the second line, described as run by you in your answer to the third direct question?

20 A. About three or four miles south of Bergen.

15. Where did you stop running that line?

A. It was on the Hanover tract. I can't define the point; I have nothing to refer it to; it was in the middle of the woods; it was between the Egg Harbor road, the road from Egg Harbor to Trenton, and the Cedar Bridge and Buddtown road.

16. In what year was this?

A. It was in January or February, 1859.

17. For whom were you in the habit of surveying lands  
30 south of Manchester?

A. I was surveying for most of the owners of the larger tracts south of Manchester—Mr. F. B. Chetwood, Mr. John Black, an adjoining owner; Mr. Jones, within a month past; Mr. Parmentier, Mr. Wm. Hurry.

18. From Manchester southward, have you ever run a line for a railroad, or to ascertain the feasibility of constructing a railroad, other than the lines you have already described in the answer to the third direct question?

A. Only very short lines. These short lines were not run

south of Manchester, they were between Bergen and Manchester.

19. How far is Webb's Mill stream, at the point where you say a direct line would cross it from Manchester?

A. It cannot be far from six miles.

20. When you say that probably on Shoal Branch alone there would be more bridging and piling than on the present located line south of Manchester, you mean, do you not, to say that such would be the fact if, as you suppose, the said direct line would pass very close to or in Shoal Branch, for some considerable distance, and should not be deviated to avoid it? 10

A. Yes.

21. Where, in your opinion, would the direct line referred to cross Mullicus River?

A. I am not acquainted with Mullicus River sufficiently to answer.

22. Are you acquainted with the district south of Mullicus River?

A. I am not. 20

23. Have you ever been to May's Landing?

A. I think not—not that I remember.

24. Have you ever attempted to run or examine the line of a road from Atsion to May's Landing?

A. I have not.

25. Through whose lands principally does the road as located pass, between Manchester and Atsion?

A. The names of the owners of the larger tracts, after leaving Manchester, are: William Hurry, Ezra A. Osborn, Richard Jones, John Black, Francis B. Chetwood, and Joseph D. Beers; the next tract recently owned by Dr. Paige, of Tuckerton; and the next tract, which is the last, is the Atsion tract. 30

26. Would a road laid on the direct route pass through these tracts of land?

A. Through only a portion of them—William Hurry, Osborn, I think a corner of Richard Jones, nearly through the center of Beers' and Chetwood's land.

*Direct examination resumed by Mr. Chetwood:*

1. Through what part of the tract mentioned by you as 40



belonging to Messrs. Beers and Chetwood is the railroad located, and what is the character of that part of the tract?

A. The road runs through the northwestern part of the tract referred to, almost along the northwestern edge, and it is the poorest part of this land.

2. If the railroad was located on a straight line from Manchester to May's Landing, through what part of said tract of Beers and Chetwood would it run, and what is the character of the land there, and for what distance would it go  
10 through the tract on that line?

A. It would run near to the centre of that tract, and I think it would run through a corner that bends up towards Webb's Mill in addition, and would pass near and through the best land he has, and for over four miles.

SAMUEL H. SHREVE.

Sworn and subscribed before me, at Jersey City, this 9th day of August, A. D. 1862.

S. S. MORRIS,

Master and Ex. in Chancery.

20 This examination is adjourned, at request of defendants' counsel, to Monday morning next, at nine o'clock, at the same place.

Monday, August 11, 1862. Examination on the part of the defendants continued—present as on Saturday last.

*Christopher Estlow* sworn on part of the defendants:

1. What is your age, your residence, and your occupation?

A. Aged forty-six years past; reside at Red Oak Grove, in Ocean County, on the road leading from Barnegat to the  
30 Old Half-Way and Mount Misery,—about a southwesterly direction, I should suppose, from Manchester,—about fourteen miles therefrom in a direct line,—about three and a half miles from the railroad, as now constructed, to the east, on a straight line. I have lived there about five years. Prior to that time I lived at Martha Furnace. I lived there for about twenty-one or twenty-two years. I have also lived all my life in the vicinity of Martha Furnace, prior to moving to Red Oak Grove, except about two years. My present

occupation is teaming and farming. My occupation prior to that was the lumber business—sawing and carting lumber.

2. Have you any knowledge of the country between May's Landing and Manchester, or any part of it; and, if so, what knowledge?

A. I have some knowledge of it from Manchester to May's Landing; I have not a very correct knowledge from the Mullica's river to May's Landing, and not a very perfect knowledge from my present residence north to Manchester; but I have a knowledge of the country betwixt Mullica's river and where I now reside; I have a pretty good knowledge of the surface of the country there for probably ten miles north and south of the present Raritan and Delaware Bay Railroad; that is, at least five miles north and south of the railroad, I mean a belt of eight or ten miles or more.

3. How have you acquired that knowledge?

A. When I was a boy I drove teams up and down for my father, carting of logs and lumber; since I have become twenty-one years of age I have carried on business for myself, in the lumber business, some seven or ten years. I had occasion, from my business, to travel up and down the road between where I now reside and Millica's River. I also have helped to run several pretty large surveys. I also have hunted for the deer and other game over a major part of this section of country.

4. Are you acquainted with the wagon-roads from Millica's River to Washington, going from Egg Harbor City to Washington, and thence by Harrisville and Martha to Cedar Bridge?

A. Yes, sir.

5. What is the general character of those roads?

A. From Green Bank, on Mullica's River, to Washington Tavern, comparatively level, with one exception, as far as can be discovered from the road. When I traveled up and down that road there was a considerable growth of timber on it. This was six or seven years ago; partially second growth and partially first growth. The exception that I have reference to is a hill called Piping Hill. From Washington to Harrisville the course turns more than a right angle from the other, and that road to Harrisville is tolerably level, and

has two large streams, the east and west branches of Wading River. The west branch is at Harrisville. From Harrisville to Martha Furnace is rolling land: some little, not much. From Martha to Cedar Bridge there are two ways of going, one on the east side of the stream and the other on the west side. The road leading from Martha Furnace to Cedar Bridge on the east side, where the road goes, with some exceptions, is tolerably level. There are several hills on the road that could not well be avoided by the road, 10 I think. It is not a laid out road; I mean, it is not a straight road. The other roads from Mullica's River up are also crooked, or not very straight; they are narrowish roads, about wide enough for a single carriage. Between Harrisville and Martha Furnace, the timber has been cut off within the last ten years—a part of it—and there is a young growth there. From Martha Furnace to Cedar Bridge, on the east road, the growth, with the exception of about two miles, I think, is from fifteen to twenty years' growth, except where it may have been burned off, or a very little cut 20 off. The height, I should say, was from five to fifteen feet.

6. Can a person form a correct judgment of the character of the surface of the country by passing over these roads?

A. I am satisfied that I can't form a correct idea fifty yards on either side of the road, nor I don't know that I could twenty-five yards, where the timber has not been cut off nor burnt off.

7. Why not?

A. In consequence of the growth of timber I have reference to, that hides from view the surface of the surrounding 30 country. My experience in this matter, as I have traveled over roads prior to the timber being cut off, I have thought the country was tolerably level. After the timber has been cut off I have discovered differently—that it was unlevel.

8. Did you hear Mr. Shreve's testimony on Saturday?

A. I did.

9. Are you familiar with the points he described that a straight line from Manchester to May's Landing would strike?

A. I am; from the head of Shoal Branch on to the west



branch of Wading River or Speedwell's Stream, as it is sometimes called, with some little exceptions.

10. What obstructions, if any, are there along that line, to the construction of a railroad?

A. Well, in the first place, I might have said I was acquainted from the road leading from my place to the Old Halfway, which is farther up than the Shoal Branch. If I understand Mr. Shreve, the road goes across or near the Old Halfway. In case that it crosses there, near there is a hill, quite a large hill, that this road, if I understand the line right, must cross. Then, probably, the next obstruction would be Shoal Branch, or the meadow ground on each side. The obstruction at Shoal Branch would be very considerable. I should think that there would be nearly a mile taken from one side to the other, of this low ground—that is, across it, for it goes diagonally across it. Then there are other branches. One is Shreve's Syke's, and a branch known to me as the Goose Pond Branch, though he called it Collard Branch. The pond on the said branch is Collard's pond. Then about a mile or 20 a mile and a quarter is the head of Tranquillity, or Ottahawken. There, the head of the branch is from a mile to a mile and a half from the East Branch to the West, consequently the road must strike through some parts of this swamp, and if so, running a straight line from there to near the mouth of the same branch, in my estimation it would run through cedar swamp and marshes for nearly two miles—beyond that, that is, south of Wading River, it would be guesswork with me, because I heard no points named that I remember. I could form an indefinite idea of where it would cross Mullicus River—it would only be within one or two miles of it. I think it would cross somewhere between Batsto and Green Bank. 30

11. What is the character of the low ground you refer to at Shoal Branch?

A. It is marsh.

12. Is or is there not any cedar swamp at Shoal Branch?

A. There is; if the line of the road is where Shreve says it is, it would cross cedar swamp.

13. Are you familiar with the line of the road as at present located?

A. I am.

14. Which line is best adapted for the construction of a railroad—a direct line from Manchester to May's Landing, or the line where the railroad is now located?

(Objected to.)

A. I should judge the present line was (remember, I do not understand beyond Mullicus River) far easier of construction; I mean the grading and the difficulty of getting  
10 over those places, and the piling and so on.

15. Does or does not the present line avoid streams which a direct line from Manchester to May's Landing would cross?

A. Yes (to Mullicus River).

16. What streams are thus avoided, that would be crossed by the direct line?

A. First, Shoal Branch, Syke's Branch, Shreve's Branch, the Goose Pond, or Collard's Branch, Tranquillity, or Attahawken Swamp, together with the marsh or meadow grounds  
20 from the head to the mouth of the branch.

*Cross-examined* by Mr. Bradley:

1. You spoke about a hill that the straight line would probably cross, if Shreve was right, before arriving at Shoal Branch; how long is that hill, and in what direction of the compass about does it run?

A. It is a serpentine hill. The general course, I should suppose, is nearly a southeast course.

2. How high a hill?

A. In my estimation, where I think the road would cross  
30 according to his statement, would be in the neighborhood of fifty feet, may be more and may be less, above the general surface of the surrounding country. I couldn't say how long the hill is, but it must be over a mile. There may be places in it where it is not so high, but, generally speaking, it has a pretty level top.

3. Of what does it consist?

A. The top of the surface is principally gravel and loam and sand. I don't know what the inside is.

4. What part of that hill, as you understood Shreve, would  
40 the line cross it?

A. Within about a half a mile of the Old Halfway, on a southeasterly course from it. I can not say what part of the hill, with regard to either end, because I don't exactly know where either end begins; but I would suppose it begins some half a mile or three quarters to the westward of the line designated by Shreve, as I understood it. And eastwardly it may be a mile or more. This is guesswork altogether—the lower part.

5. How far is that hill from Manchester?

A. It must be in the neighborhood of 13 miles, I suppose 10—a straight course.

6. How far do you live from the Old Half-way, and which way from it?

A. Two miles and about a third of a mile, if my measurement was correct, and to the south of a southeast course.

7. How near do you live to where you understood, from Shreves testimony, the straight line would run, and on which side of it?

A. It would run, I think, something over a mile and a half to the westward of my house.

8. How far, at that point, is the straight line from the 20 actual line of the road?

A. It must be something in the neighborhood of two miles.

CHRISTOPHER ESTLOW.

Sworn and subscribed before me, }  
at Jersey City, this 11th day of }  
August, A. D. 1862, }

S. S. MORRIS,  
*Master and Ex. in Ch'y.*

*Amory Edwards*, sworn on the part of the defendants.

1. What is your age, residence and occupation?

A. My age is 48. I reside at Shrewsbury, Monmouth County, N. J. I am an agent for the purchase and sale of 30 lands.

2. How long have you been such agent?

A. Three years.

3. Have you traveled through the country south of Squankum, in the counties of Monmouth, Ocean, and Burlington, and if so, how frequently and in what manner?



A. I have from twice to three times a month, gone from Monmouth into Burlington County in my own wagon.

4. Have you been at any time, and if so, how often, through any, and if so, what portions of the country on foot or horseback?

A. Never on horseback. In Ocean and Burlington counties, on foot only when I left my horses and walked a mile or two and returned.

5. Did you always travel the same roads?

10 A. No; for in looking at various lands I took various roads.

6. Do you know where a straight line from Squankum to May's Landing would run?

A. I do not; I only know a straight line as drawn on Kitchel's map, not being a surveyor.

7. Do you know the country through which such a straight line would pass?

A. With little exception, from Squankum to Mullica river.

8. Are you familiar with the country through which the  
20 Raritan and Delaware Bay Railroad, as at present located, runs?

A. I am.

9. In your judgment, which is the most feasible route for a railroad running south from Manchester towards May's Landing: taking the direct route, or the one as at present located?

A. The one as at present located.

10. Why?

30 A. Avoiding streams of water and swamps, and also a better grade, and saving a great expense in the cost per mile of the road.

11. Mention some of the obstructions which the direct line would encounter?

A. Commencing at the Mullica river, the swamps and marsh land between that and Wading river,—the cedar swamps, particularly, being soft to a considerable depth. Passing to Tranquillity, a branch of Wading river, which on the proposed straight line, would give several miles of cedar swamp, and old marsh, from which, formerly, bog iron ore  
40 was dug. Leaving the Tranquillity, the road would pass

Spring Hill and Bear-Swamp Hill, and come on to the meadows of Shoal Branch, which extend five miles, crossing Collard's Branch, Goose Pond, Shreeve's Branch, Sykes' Branch, and streams known as the head of Shoal Branch. There are several of them. I give this as the straight line, as a deviation to the eastward would carry the line across Spring Hill and Bear Swamp Hill, and the hills that run to the northward across West Plains, nearly to the Old Half-way. From Old Half-way to Manchester, I am but little acquainted. From Manchester to Bergen, the straight line would pass through hills most of the distance. From Bergen to Squankum the road would be nearly on the straight line. 10

12. Describe the character of the cedar swamps you have mentioned?

A. They are deposits of decayed vegetable matter, so soft that cedar trees that have fallen, work their way to a great depth. They are fished out from ten to fifteen feet, by men who make it a business to fish out cedar logs for the lumber. I have sounded these swamps with a pole twelve or fifteen feet, sometimes finding bottom, or something that stopped me, and sometimes not. 20

13. Over how great an area do these cedar swamps extend along the direct line, as you understand it to run?

A. Between the Mullica and Wading Rivers, a mile and a half or two miles; on the Tranquillity, about three miles.

14. How great a deviation would it require to get rid of these swamps, and which way would the road have to run?

A. A deviation to the eastward would require draw-bridges on the Mullica and Wading Rivers, and to go round the marshes of the Wading River and the East Branch would bring a line from five to six miles from the straight line. To the West, in avoiding Tranquillity and Hampton marshes to the Tuhocking and Tulipehocking, would bring the road near the Old Union Furnace, where it now is laid. 30

15. Are you familiar with the wagon roads from Egg Harbor City across Mullica River, through Washington, Harrisville, and Martha, to Cedar Bridge?

A. With all of it, except from the bridge across Mullica River to Egg Harbor City. 40

16. Describe the character of those wagon roads.

A. They are single track, and bushes growing so as to brush against the wagon, generally.

17. From your knowledge of these roads, and of the country through which they pass, do you believe it possible for any person to judge of the surface of the country, or its feasibility for the construction of a railroad, by riding along the country roads?

A. I do not.

10 18. Why?

A. Trees are growing so near the road as as to interfere with a view; and in places where the growth is short no continuous view of over a mile can be had. From the tops of two hills, the tops of other hills four or five miles distant can be seen, looking across swampy land—that is, below the bushes that you look over.

19. Where are the lands which you have charge of, or are interested in, situated?

A. The Martha Furnace tract, on the Wading River, of  
20 twenty thousand acres; Spring Hill tract, on the east of Shoal Branch, a tract of four thousand acres to the east of Martha Furnace tract; all in Burlington County. Also, seven thousand acres around Cedar Bridge, in Ocean County; and three thousand acres southeast of Manchester.

20. How near the Martha, Spring Hill, and the tract around Cedar Bridge, would the direct line run?

A. It would go through nearly the centre of Martha and Spring Hill, and from four to five miles from the Cedar Bridge tract.

30 21. With what particularity have you examined the present location of the railroad, with reference to its diverging to the westward, and for what reason?

A. I have wished for a more easterly line, that it might go through lands in which I was interested, and every deviation to the westward has detracted from the value of my lands, and with that object I have been over the road and minutely examined it.

22. Can you speak of the facility for obtaining cross-ties along the line of the road as at present located, and the  
40 straight line? if so, state your knowledge upon the subject.



A. The line as located passes through original timber of Whiting's tract, who has furnished 10,000 ties, and the east end of the Hanover tract, which has furnished 65,000 ties, which has been all the ties used south of Manchester. The straight line goes to the eastward of both these tracts, and on this line there are no tracts of timber that would furnish in all ties for one mile.

*Cross-examined* by Mr. Bradley.

1. When last did you travel the roads from Egg Harbor city to Washington, thence to Harrisville, Martha and Cedar bridge, and each of them? 10

A. From Egg Harbor City to Green Bank I never have been; from Green Bank to Washington and to Harrisville, four months ago; from Harrisville to Martha Furnace and Cedar Bridge, the last week in July.

2. In speaking of Squankum as a terminus of the straight line or route, which Squankum do you refer to, Upper or Lower?

A. Lower Squankum. The upper is now called Farmingdale.

3. Are you interested in the R. & D. B. R. R. pecunia- 20  
rily?

A. I am.

4. To what extent?

A. Two shares.

5. No more?

A. No more.

6. In what township is Springhill?

A. Washington.

7. Are Collard's Branch, Shreve's Branch, Sykes' Branch, and those streams known as the heads of Shoal Branch, wide 30  
or narrow—shallow or deep—with sloping banks, or running through low flat lands?

A. They are generally wide; I mean they are marsh and cedar swamp, from a mile to a hundred yards in width, requiring bridges. They are in depth, generally, deposits of muck and quagmire, but I have never tried their depth. They run through low flat land, and the banks are very sloping, nothing abrupt.

8. How near to the village of Manchester does the road as located run, and on which side of it?

A. One quarter of a mile to the east side of it.

9. How near to the actual road at that point would the straight line from Squankum to May's Landing pass?

A. I never have examined the map as to that point. My impression is it would be two miles to the eastward.

10. How near to Egg Harbor City would the straight line run?

A. My impression is five to six miles to the westward. I have never examined it.

10 11. Is your evidence in this case based on that hypothesis?

A. My direct evidence is what I know. And I examined by the map where the straight line would touch the land I was interested in.

12. Drawing that straight line from Lower Squankum?

A. Lower Squankum. I put a pin in the map at Lower Squankum and at May's Landing, and drew a string between them.

20 13. Have you ever been engaged in any way with the location or construction of railroads?

A. I have been engaged in the location.

14. In what way?

A. As Commissary of Subsistence and General Agent of a railroad in Central America—in Honduras. It was not built.

15. Do you own the lands of which you gave a list in your direct examination, or are you only agent for them?

30 A. I own them so far as being interested in the profits and being agent for the whole.

16. How long have you resided at Shrewsbury?

A. Three years and a half.

17. Where did you reside before that?

A. In New York City.

AMORY EDWARDS.

Sworn and subscribed before me, }  
at Jersey City, this 11th day }  
of August, A. D. 1862. }

S. S. MORRIS,

*Master and Ex. in Chan.*

WILLIAM S. SNEDEN, sworn on the part of the defendants.

1. What is your age, residence, and occupation ?

A. Age, 34 years; I reside at Piermont, in New York; I am a civil engineer.

2. Have you ever been engaged in the location and construction of railroads; and if so, when and where?

A. I commenced in the year 1848, on the New York and Erie Railroad. Since then I have been engaged in various parts of the country. Latterly I have acted as the Chief-Engineer on the Northern Railroad, running from Jersey City to Piermont, and also of the Hackensack and New York Railroad Company. At the present I am engaged on the R. & D. B. R. R., as an assistant-engineer. 10

3. Did you ever explore the country from Manchester southward, towards May's Landing; and if so, when and for what purpose, and the extent of your explorations?

A. In November of last year I made a survey, under the direction of Mr. Bruyn, from a point two miles south of Manchester to Jones' Mill, a distance of about 18 miles; it was preliminary to the a location of the railroad as far south as Jones' Mill. 20

4. Did you become acquainted with the character of the country for building a railroad in a straight line from Manchester to May's Landing, as far as you went?

A. I probably did, incidentally. I mean to say by that, we were not running an air line, but endeavoring to find the cheapest and best ground for building a road over, in extending the road south of Manchester.

5. Did you make a survey for any distance south of Manchester; and if so, where did you commence, where did you stop, and in what direction did you run it, as compared with a direct line between Manchester and May's landing? 30

A. I did make such survey, commencing on the south side of Wrangle Brook, about two miles south of Manchester, and ran, generally, in a southwesterly direction, to a point between Jones' Mill and Old Union Forge, about one-third of a mile to the west of Jones' Mill. We stopped there. That line would diverge slightly, from an air-line, to the west, between Manchester and May's Landing.



6. Did you find that preliminary line suitable, or not, for the construction of a railroad, and if so, why?

A. The upper portion of that line we found to be desirable, but near the lower portion we discovered that a proper location as regards light grades and economical construction would carry us to the west of the preliminary line. The reason why—the dividing ridge between the south branch of Mount Misery Stream and the Wading River was very high, and the line as run carried us into the swamps on the south side; or, in other words, by shifting the line to the west, the ridge was lower and the swamps higher and farther apart.

7. Are you acquainted with the character of the country between the points named by you in your preliminary survey to the eastward of that line, and if so, what is its character for the construction of a railroad?

A. I am acquainted with the country to the eastward for the distance of from one to three miles. It is much more uneven—and a railroad line would undoubtedly cost more to build. The Wrangle Brook Hills I would mention as one point—the high grounds passed over by the Balcony road, which runs nearly parallel to the railroad line is another obstacle, and the high ground in the vicinity of Old Halfway in connection with the low ground immediately to the south of it would also make very expensive work compared with the other portions of the line.

8. Do you know whether there are any other serious obstacles in building a railroad along the direct line, as far south as you stated you went with your preliminary survey? And if so, mention them.

A. I don't know of any others.

6. Did you ever make an actual survey in a direct line from Manchester to May's Landing drawn to a point at Jones' Mill, and eastward thereof?

A. No, sir; I never did.

10. What is the extent of that dividing ridge of lands you have spoken of northerly and southerly?

A. It is a ridge at right angles to the line of the road very nearly and its width northerly and southerly would vary from half a mile to two miles.

11. From your knowledge of the country south of Manchester, what do you consider the most feasible route for constructing a railroad upon a direct line from Manchester to May's Landing, or the route of the road as actually located?

A. As far as I am familiar with the country, the present route is decidedly the cheapest.

*Cross-examined by MR. BRADLEY.*

1. Where were you endeavoring to locate a road to, from Manchester? In other words, what southern or south-western terminus had you in view, or were you directed to have 10 in view by those to whom you looked for directions?

A. The extent of that survey was the vicinity of Jones' Mill. I had no other orders except to locate a line to the vicinity of Jones' Mill.

2. Then, your enquiries were confined to the scope of that object?

A. They were; and those enquiries were extended for several miles on either side.

3. Can you define the position of Jones' Mill, in reference to any prominent object or objects on Kitchell's map of New 20 Jersey.

A. It is on Wading River, which runs into the Atlantic at the junction of a stream that I call Jones' Mill Stream. I can define it on the map.

4. How far is Jones' Mill from a direct line from Manchester to May's Landing?

A. I have no means of answering that question positively, never having seen any reliable map of the country.

5. Is not Kitchell's map a reliable map?

A. Not in regard to the details of that part of the State? 30

6. Is not the Burlington County map, which you have seen, I presume, a reliable map?

A. I have never examined it particularly with the view of ascertaining.

7. How near to Jones' Mill does the present road, as actually located, run?

A. Within about a mile to the west.

8. Which side of the Mill does the mill-pond lie, and which side of the mill-pond does the road run?

A. The mill-pond lies to the north or northwesterly, I rather think, to the north of the Mill; the mill is a saw-mill, and the railroad runs to the west of the pond. The pond is, perhaps, half a mile long when full.

9. Did you ever attempt to run, or ascertain, or locate the direct line from Squankum to May's Landing, or any part of it?

A. I never did.

10. Do you know about where such line would pass Manchester?

A. I could not say.

11. Have you ever been on or near to that line at any point south of Manchester?

A. I must have frequently crossed it in travelling through the country there.

12. How can you say that, if you do not know where it is?

A. For the reason that I have been on both sides of the present located line, sufficiently far to cross the line you speak of.

20 13. When was the line from Manchester to Jones' Mill finally located?

A. During the past winter, and finished, I think, the latter part of December. I did not run the located line.

*Direct examination resumed:*

1. What do you mean by "locating" the line, in answer to the last question?

A. When it was last run out and established, as the route of the road for which it is to be built.

WM. S. SNEDEN.

30 Sworn and subscribed before me, }  
at Jersey City, this 11th day of }  
August, A. D. 1862.

S. S. MORRIS,

*Master and Examiner in Chancery.*

*Francis B. Chetwood*, sworn on the part of the defendants:

1. Are you the President of the Raritan and Delaware Bay Railroad Company?

A. I am.

2. Is the line of your railroad as actually located, a perfectly straight one?



A. It is not ; there are a number of curves in it.

3. Have you examined Kitchell's Map of New Jersey ?

A. I have seen it a number of times, and have given to it a general examination, and to some parts of it a more particular examination.

4. Is the line of your railroad, from Eatontown to Bergen Iron Works, straight ?

A. It is not ; there are several curves in it.

5. Why was it made with the curves ?

A. To overcome obstacles thrown in our way, of a straight line, by some land-owners on a straight line, demanding of us larger sums for payment of land than it would cost to construct the road on a deviation from a straight line, and thereby avoid their land ; and also to avoid a much deeper excavation of high ground and greater filling of low ground, which a straight line would unavoidably have occasioned. Those deviations were made for the purpose of saving, and actually did save a considerable amount of money in the price of land taken for the location of the road, and in the construction of the road.

20

6. Is your line, from Bergen Iron Works to Manchester, straight ?

A. I believe it is not straight, but its deviations I do not remember with particularity. The first deviation I recollect commences on the south side of the stream at Bergen Iron Works, and diverges sufficiently westward to avoid a deep cut through the high lands, at a point called the Seven Stars, and after avoiding that high ground, it diverges eastward to Manchester, but I think not all that distance in a straight line.

30

7. Is your line from Manchester south to Atsion, a straight line, as it is delineated on Kitchell's map ?

A. It is not a straight line ; on Kitchell's map it is laid down very much farther to the west of the located line of the road, except at Atsion. I have never been on the located line south of Jones' Mill, or perhaps a half a mile of that point.

8. Please to describe as near as you can, the route of the road from Manchester to Atsion, as you understand it to run, referring for that purpose to Kitchell's map ?

40

A. Leaving Manchester, it diverges a little to the eastward, passing near to Hillard's place, so called, marked S. M. on the east of the words "Dr. Hillard," on Kitchell's map. Thence, southerly, near Butler's place, and, I think, a little east thereof; thence in a pretty direct course southwesterly, between the two ponds known as the Jones's Mill Pond and the Old Union Forge Pond, one of which is connected with Risley's Branch and the other is on the West Branch of Wading River, the line running nearer to the  
 10 Union Forge Pond than to the Jones's Mill Pond, the Union Forge Pond being northwest of the other, thence the same general course, along the north base of Apple-pie Hill, as I understand the location to be. From thence to Atsion, on a course I am not able to describe, from want of knowledge.

F. B. CHETWOOD.

Sworn and subscribed before me, }  
 at Jersey City, this 11th day of }  
 August, A. D. 1862.

S. S. MORRIS,  
*Master and Ex. in Ch'y.*

## IN CHANCERY OF NEW JERSEY.

August 12th, 1862.

THE DELAWARE AND RARITAN CANAL  
AND THE CAMDEN AND AMBOY RAIL-  
ROAD AND TRANSPORTATION COMPA-  
NIES,

Compl'ts,

v.

THE RARITAN AND DELAWARE BAY  
RAILROAD COMPANY THE CAMDEN  
AND ATLANTIC RAILROAD COMPANY  
AND OTHERS,

Def'ts.

Opinion of the Chancellor.

GREEN, C.—The necessity for an immediate decision of this cause, has allowed no opportunity for the preparation of an extended opinion. But the thorough research and elaborate arguments of counsel (for which I acknowledge my indebtedness), have satisfied me as to the principles which must be recognized, and the conclusions which must be adopted in the disposition of the motion now before the Court. Those principles and conclusions I shall therefore now state, without any attempt to present in detail the reasons upon which they are founded :

10

1. The complainants have, by virtue of their contract with the State of New Jersey, the exclusive franchise of transporting passengers and freight by railway, across the State, between the cities of New York and Philadelphia—and are entitled to the protection of a Court of Equity, in the enjoyment of that franchise.

2. There is no sufficient evidence in the cause, that the rights which the complainants by their bill seek to maintain, have been impaired or relinquished by consent, or the complainants right to protection forfeited by acquiescence in the 20 acts of the defendants.

3. The incorporation of the Camden and Atlantic Railroad Company to construct a railroad across the State from Camden to the sea, at or near Absecom Inlet, and the incorporation of the Raritan and Delaware Bay Railroad Company



to construct a railroad from Raritan Bay to Cape Island, were no violation on the part of the State of their contract with the complainants.

4. The junction of the Camden and Atlantic Railroad with the Raritan and Delaware Bay Railroad at their necessary and legitimate point of intersection, so as to form a continuous, through circuitous line of railway from Camden to the Raritan Bay, and which with the aid of steamboats upon the Delaware river and Raritan bay, will form a continuous line, and which by possibility may be used for the transportation of passengers and merchandize across the State between the cities of New York and Philadelphia, constitutes no violation of the complainants' rights.

5. There is a legitimate purpose for which these roads thus united may be used, viz., the transportation of freight and passengers to and from points and places within the State of New Jersey, along the line of the respective roads, and between those points and the cities of New York and Philadelphia respectively.

6. There being a legitimate purpose for which these roads may be constructed and used, and for which a junction between them may be formed, the defendants cannot be restrained from effecting such junction, merely because it may be perverted to an unlawful purpose.

7. The fact that either of the said roads, or the connecting link between them, is being constructed without lawful authority, either because no survey of the route has been filed in the office of the Secretary of State, or because it is not constructed in conformity to the route prescribed by its charter, constitutes no ground for equitable relief against such construction at the instance of the complainants, unless their rights will be thereby violated.

8. Such unauthorized construction and connection of the roads may afford evidence tending to show a fraudulent design on the part of the directors to violate the rights of the complainants, but it is not sufficient, upon a motion for a preliminary injunction to overcome the answers of the defendants under their corporate seals, and under the oaths of their officers who are made defendants for the purpose of discovery.

9. Under the view taken by the Court of the true construction to be given to the contract between the State and the complainants, the answer of the defendants is a full denial of the equity of the complainants' bill, and renders the allowance of an injunction before the final hearing improper.

10. If the roads of the defendants, by means of the contemplated connection, should be used for the purpose of transporting passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroads of the complainants between the said cities, in violation of the contract between the State and the complainants, full and adequate protection to the complainants' rights can be given by injunction restraining such use of the roads. 10

11. No duties imposed upon the defendants in the prosecution of their legitimate business by their acts of incorporation, and no contract into which they may have entered, or may enter with third persons, or with each other, can justify any violation of the rights of the complainants, or afford protection against the consequences of such violation. 20

12. The State is no party to this suit. Her sovereignty cannot be intrenched upon, nor her right of eminent domain impaired by any decision in this cause, nor by any unauthorized or illegal acts which may be done or permitted by the defendants under color of her authority.

13. If the roads of the defendants, by means of the connection that may be made between them, either lawfully or unlawfully, shall be fraudulently used in violation or evasion of the sovereign rights of the State, she has the power and is fully competent to guard those rights. 30

The application for an injunction must be denied, and the rule to show cause discharged with costs.

## IN CHANCERY OF NEW JERSEY.

Between  
 THE DELAWARE AND RARITAN CANAL AND  
 CAMDEN AND AMBOY RAILROAD AND  
 TRANSPORTATION COMPANIES,  
 Compl'ts.

AND

THE CAMDEN AND ATLANTIC RAILROAD COM-  
 PANY; THE RARITAN AND DELAWARE  
 BAY RAILROAD COMPANY, and others,  
 Defendants.

Supplemental Bill.  
 Filed June 9, 1863.

*To the Honorable Henry W. Green, Chancellor of the State  
 of New Jersey :*

Humbly complaining, show unto your honor your Orators,  
 The Delaware and Raritan Canal and Camden and Amboy  
 Railroad and Transportation Companies, that your Orators  
 on or about the nineteenth day of July, in the year of our  
 Lord one thousand eight hundred and sixty-two, on behalf  
 of themselves and of the holders of their stock and bonds,  
 exhibited their original bill of complaint in this honorable  
 10 Court against the Camden and Atlantic Railroad Company,  
 The Raritan and Delaware Bay Railroad Company, Francis  
 B. Chetwood, Richard Jones, William Torrey, William A.  
 Torrey, John Torrey, Jr., John Broadhead, Joseph W.  
 Cooper, Thomas McKeen, and Samuel Richards, for an in-  
 junction against the said defendants to restrain them from  
 and against making or completing a certain branch railroad  
 from a point in the Camden and Atlantic Railroad near a  
 place called Jackson, in the County of Camden, to a place  
 called Atsion, in the County of Burlington; and to restrain  
 20 them from and against making a junction between the re-  
 spective railroads of the corporation defendants, at Atsion,  
 or any other place, for the purpose of forming a continuous  
 line between Philadelphia and New York, or in any other  
 mode attempting to connect the said roads in such man-  
 ner as to form a continuous line of conveyance by railroad  
 from the Delaware River to Raritan Bay, or which might



be used for the transportation of passengers or merchandize between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the complainants, or that might in any manner be used, or intended to be used, for the purpose of defeating the true intent of the contracts made by the State of New Jersey with your Orators to protect, until the first day of January, eighteen hundred and sixty-nine, the business of your Orators' railroads from competition between the cities of New York and Philadelphia; and to restrain the Raritan and Delaware Bay Railroad Company from further constructing their railroad on a certain line proposed by them, deviating to Atsion aforesaid, or on any line deviating materially to the west of the direct route from Squankum to May's Landing; and for such further or other relief in the premises as the nature of the circumstances of the case might require—the general purpose of which bill was to obtain the aid of this honorable Court to prevent the defendants from violating the exclusive rights guaranteed by the State of New Jersey to your Orators in regard to the transportation of passengers and merchandise between the cities of New York and Philadelphia by railroad, and the construction of any railroad therefor, and the right of being free from competition in the business of your Orators' railroads, guaranteed to your Orators by their respective charters and the various acts of the Legislature of New Jersey supplementary thereto. For which purpose your Orators set forth by their said bill, amongst other things, that on the fourth day of February, in the year of our Lord one thousand eight hundred and thirty, the Legislature of New Jersey granted an act of incorporation, entitled "An act to incorporate the Camden and Amboy Railroad and Transportation Company," whereby, amongst other things, your Orators, the Camden and Amboy Railroad and Transportation Company were incorporated and made a body politic, with all the rights, powers and privileges pertaining to corporate bodies and necessary to perfect an expeditious and complete line of communication from Philadelphia to New York; and were invested with all the rights and powers necessary to survey, lay out and construct a railroad or roads, with all

necessary appendages, from the Delaware river at some point or points between Cooper's Creek and Newton Creek, in the county of Gloucester, (now Camden,) in this State, to a suitable point or points, to be by your orator, the said Railroad Company, determined on, upon the Raritan Bay, with as many sets of tracks as they might deem necessary; and your orators set forth in their said bill, in substance, various sections of said act of incorporation, which being a public act your orators beg leave to refer thereto. And your orators  
 10 by their said original bill did also state and allege that the said act of incorporation was duly accepted, and that your orators became a corporation possessed of all the rights, powers and privileges conferred by said charter.

And your Orators by their said original bill did also set forth that the Legislature of New Jersey on the same fourth day of February, in the year eighteen hundred and thirty, passed another act entitled "An act to incorporate the Delaware and Raritan Canal Company;" and by said act did incorporate into a body politic and corporate your Orators,  
 20 "The Delaware and Raritan Canal Company," and that the said Company was, among other things, authorized and empowered thereby to construct a canal and artificial navigation from the waters of the Delaware to the waters of the Raritan river; and that the said act of incorporation was duly accepted, and the said last named Company became a corporation possessed of all the rights, powers and privileges conferred in the said act, which being a public act, your Orators beg leave to refer thereto.

And your Orators by their said original bill did also set  
 30 forth that on the fourth day of February, in the year eighteen hundred and thirty-one, the Legislature of New Jersey passed another act, entitled "An act relative to the Camden and Amboy Railroad and Transportation Company," by which it was enacted as follows, that is to say:

"That it shall and may be lawful for the Camden and Amboy Railroad and Transportation Company to transfer one thousand shares of the capital stock of the said company to this State, the installments on which stock shall be paid by the company, so that the State, neither at the time of  
 40 such transfer or at any subsequent time, shall be required to

pay any installment thereon; a certificate of which stock shall be held by the treasurer of this State, for the use of the State; and all dividends of the company be declared and payable thereon, as if this State had subscribed for such stock and paid the several installments thereon."

"That the State shall have the right to appoint one director to represent the said stock, but that no vote shall be given for said stock at any election for directors of the company."

"That the said company shall pay to the State the sum of 10 ten cents for each passenger carried on the said railroad or roads across this State, between the Delaware river and Raritan bay; said payments to commence when said road is so far completed that passengers are transported thereupon across this State, instead of a rateable tax for passengers, as reserved in the said act of incorporation."

"That the appraisement provided for in the twenty-second section of the act of incorporation of the said company shall be made in reference to the actual value of the said road, and not with reference to the value of the stock; which 20 appraisement shall not, in any event, exceed the actual cost and expenses incurred in the completion of the said road."

"That upon filing the assent of the company to this act in the office of the Secretary of State, this act shall be deemed and taken as part of the charter of said company; which assent shall be filed within five days after the passage of this act, or this act, and all the provisions therein contained, shall be void."

"That when any other railroad or roads, for the transportation of passengers and property between New York and 30 Philadelphia across this State, shall be constructed and used for that purpose, under or by virtue of any law of this State or the United States authorizing or recognizing said road, and that then and in that case the said dividends shall be no longer payable to the State, and the said stock shall be retransferred to the company by the Treasurer of this State."

"That it shall not be lawful to construct any other railroad or roads for the transportation of passengers across this State, within three miles of the road of the said Camden and Amboy Railroad Company, until after the time limited in the 40



twenty-first section of the act of incorporation of said company for the completion of the said railroad ; *provided*, that nothing herein contained shall be deemed and considered as excluding the construction of a railroad from the Hudson to the river Raritan, or from Camden to any point on the Delaware, in the county of Salem."

10 "That so much of the thirteenth section of the act to which this act is relative, as requires the commissioners to take into view the benefit that will result from the railroad to the owner or owners of the land or materials, is hereby repealed, and shall cease."

And your Orators, by the said original bill, did charge and allege, that the assent of your Orators the said Railroad Company to the said last mentioned act, was duly filed in the office of the Secretary of State on the eighth day of February, in the year eighteen hundred and thirty one, and that the said act did thereby become a part of the charter of the said Railroad Company ; and that the said stock was duly issued to the State of New Jersey in the manner required  
20 by the said act.

And your Orators by the said original bill did also set forth, that the Legislature of New Jersey afterwards, to wit: on the fifteenth day of February, in the year eighteen hundred and thirty-one, passed another act, entitled "An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies," by which it was, amongst other things, enacted, "That it shall and may be lawful for the Delaware and Raritan Canal Company and the Camden and Amboy Railroad and Transportation Company, by and with the consent of seven-eighths of the stockholders of the said companies respectively, to consolidate the capital stock of the said companies, for the purpose of erecting and completing the said canal and feeder and the said railroads provided for by the acts incorporating the said companies, and the supplements thereto, out of the joint funds of the said companies, subject always to all the provisions, reservations and conditions in the said acts and supplemental acts contained and set forth ; and the stock of the said companies, subscribed and authorized to be subscribed  
30 40 under the said acts, shall be deemed and considered, and is

hereby declared to be joint stock ; and the profits accruing from the said canal and feeder and railroads aforesaid, shall be divided among all the stockholders of the two companies aforesaid, share and share alike ; and the directors appointed, and to be appointed under the provisions of the aforesaid acts of incorporation, shall direct and manage the affairs and concerns of the said companies, in joint meeting ; and the said companies shall be jointly liable on all contracts made or to be made by either and each of the said companies respectively, and may jointly sue and be sued, plead and be 10 impleaded, in all courts of law and equity ; *provided always*, that before this act shall take effect the assent of the stockholders holding seven-eighths of all the stock of the said Delaware and Raritan Canal Company and the said Camden and Amboy Railroad and Transportation Company to the provisions of this act, shall be certified to the satisfaction of the Governor, and the same shall be filed in the office of the Secretary of this State."

And your Orators further show, that by their said original bill they did allege that the requisite assent of your Orators 20 to the said last mentioned act, as above required, was duly filed in the office of the Secretary of State on the eighteenth day of May, in the year eighteen hundred and thirty-one, having been duly certified to the satisfaction of the Governor as aforesaid, so that the said act was carried into full effect and operation.

And your Orators, by their said original bill, did also set forth, that on the second day of March, in the year eighteen hundred and thirty-two, the Legislature of the State of New Jersey passed another act, entitled "A Supplement to an 30 act, entitled An Act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies," by which it was enacted as follows, that is to say :

"That it shall and may be lawful for the said Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies to transfer to this State one thousand shares of the joint capital stock of the said companies, upon which all the installments shall be paid by the said companies, so that neither at the time of the said trans- 40

fer, nor at any time thereafter, the payment of any money thereon or therefor shall be required from the State; a certificate of which stock shall be held by the Treasurer of this State, for the use of the State, and all dividends of the company be declared and payable thereon, as if the State had subscribed for such stock and paid the several installments thereon."

"That it shall not be lawful, at any time during the said railroad charter, to construct any other railroad or railroads  
10 in this State, without the consent of the said companies, which shall be intended or used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroad authorized by the act to which this supplement is relative; *provided always*, that nothing in this act shall be so construed as to prevent the construction of a railroad from the city of New Brunswick to the Hudson River, or any lateral road that may be hereafter authorized by an act of the Legislature, from a suitable point or points intersecting said  
20 road, to be designated and agreed upon by the said companies, or any lateral road or roads not intended or used for the purpose of competition, as aforesaid."

"That if within one year from the time that the said railroad from Bordentown to Amboy is so far completed that passengers and merchandise be transported thereon, the transit duty reserved by the acts incorporating said companies, and the dividends on the stock hereby authorized to be transferred, shall not amount to thirty thousand dollars, it shall be the duty of the said companies to pay such deficiency to the Treasurer of this State, out of the joint funds  
30 of the said companies, before any dividend is made to the stockholders; and that each and every year thereafter such deficiency, if any shall exist, shall be paid by the said companies, so as to secure to the State the aforesaid sum of thirty thousand dollars, at least, in each and every year during said charter."

"That in declaring and making dividends of the net profits, the president and directors of the said companies shall declares and divide the whole of the actual net profits accru-  
40 ing to the time of such dividend, retaining only such sur-



plus funds as may be deemed requisite to meet unexpected and extraordinary damages to the works, respectively, which surplus funds shall in no case exceed in the whole the sum of one hundred thousand dollars."

"That the State shall be entitled to the appointment of one director to represent the said stock, but that no vote shall be given for said stock at any elections of the stockholders."

"That it shall be the duty of the said companies to construct a lateral railroad from a suitable point on said road at 10 or west of the village of Spotswood, to a suitable point or points in the city of New Brunswick, to be determined upon by the said companies, by and with the assent of the corporation of said city, in the construction and use of which said road the said companies shall be entitled to all the powers and privileges, and subject to all the conditions and limitations contained in the act incorporating said railroad company; and which said lateral road shall be completed as soon as any railroad shall be made from the said city of New Brunswick to the Hudson River; *provided always*, 20 that the said companies shall not charge more than two dollars and fifty cents for each and every passenger carried thereon from and to the cities of New Brunswick and Philadelphia."

"That the assent of a majority of the stockholders of the said companies to the provisions of this act, in writing, shall be submitted to and approved by the Governor of this State, or the person administering the government of the same, and filed in the office of the Secretary of this State, within forty days after the passing of this act, or this act shall be 30 void."

"That the twenty-third section of the act incorporating the said Delaware and Raritan Canal Company, be and the same is hereby repealed."

And your Orators by the said original bill also stated and alleged that the assent of a majority of the stockholders of the said companies to the provisions of the said last recited act, in writing, was submitted to and approved by the Governor of this State, and was filed in the office of the Secretary of State of this State, on the fifth day of April, in the year 40

eighteen hundred and thirty-two, and the said act thereby became a part of the charter of the said companies, and the said stock was duly issued to the State of New Jersey in accordance with the provisions therein expressed.

And your Orators by their said original bill did also set forth that the Legislature of the State of New Jersey passed another act on the fifteenth day of March, eighteen hundred and thirty-seven, which act is entitled "A further supplement to the act entitled An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies," by which it was, among other things, enacted that the said companies should be, and they thereby were authorized out of their joint funds, to survey or lay out and construct a railroad, with all the necessary appendages, to commence at some suitable point in the city of New Brunswick, where the same shall connect with the southwesterly end or termination of the road of the New Jersey Railroad and Transportation Company, and thence to run on the most eligible route to the City of Trenton, and thence to some point on the Camden and Amboy Railroad at or south of the borough of Bordentown, and there to connect with the said Camden and Amboy Railroad with as many sets of tracks as they might think necessary ; which road and tracks should be of the same width, dimensions and construction as the Camden and Amboy Railroad and track ; with a spur or lateral railroad to connect with the said railroad above authorized to be constructed, at some point in the city of Trenton, to be fixed on by the said company with the assent of the corporation of the said city of Trenton, and extend from thence to the Delaware River, at the Trenton Delaware bridge ; by which act your Orators, for the purpose of enabling them to construct said roads, were also invested with all the powers and authority which they then possessed, and with all the privileges and emoluments to which they were then entitled under their charters respectively, and the several acts supplementary thereto, or to either of them ; as far as the provisions thereof were then in force, subject to all the provisions and restrictions thereof by which act also your Orators were made liable to pay the same transit duties for goods

and passengers transported on said road from Bordentown Trenton Delaware Bridge, or Trenton to New Brunswick, and from New Brunswick to either of said other places, that they would be liable to pay if the same goods or passengers had been transported over the Camden and Amboy Railroad from Camden to South Amboy; and by which act certain other matters were enacted, as by reference to the same may appear, and as are more fully set forth in the said original bill.

And your Orators further allege in said bill that the said 10 act was duly accepted by the said companies, and that the acceptance was duly filed with the Secretary of State on the tenth day of June, in the year eighteen hundred and thirty-seven, and the said act became a part of the charter of said companies.

And your Orators by their said original bill also set forth that on the fourteenth day of March, in the year eighteen hundred and fifty-four, the Legislature of New Jersey passed another act entitled "A further supplement to the act entitled An act relative to the Delaware and Raritan Canal 20 and the Camden and Amboy Railroad and Transportation Companies," in the following words:

"Whereas, by reason of the existing contracts between the State of New Jersey and the Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies, as set forth in their acts of incorporation, and the other acts in relation to the said companies, they are possessed of certain exclusive privileges which prevent the construction, except by their consent, of any other railroad or railroads in this State, which shall be intended or used 30 for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroads of the said companies, and the extinguishment of those exclusive privileges is an object of great public importance, that can be attained only by the State purchasing the railroads and appendages of the said companies, or by their consent; and whereas, to increase the rapidity and safety of traveling upon the said railroads, the same should be made as straight as practicable; now, therefore, 40



BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey*, That after the first day of January, in the year eighteen hundred and sixty-nine, it shall be lawful, without the consent of the said Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies, to construct any railroad or railroads in this State, for the transportation of passengers and merchandise between the cities of New York and Philadelphia, or to compete in business with the railroads of the said joint companies, without thereby in any wise impairing the right of the State to its stock in the said joint companies, or either of them, the dividends thereon, or to the transit duties which the said joint companies are now required to pay to the State; and that it shall not be lawful, before the said first day of January, eighteen hundred and sixty-nine, to construct any other railroad or railroads in this State, without the consent of the said joint companies, which shall be used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the said joint companies, or that may in any manner be used or intended to be used, for the purpose of defeating the true intent and meaning of the act passed March the second, eighteen hundred and thirty-two, and entitled "A supplement to an act entitled 'An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies,'" or of this act, which intent and meaning are hereby declared to be fully and effectually to protect, until the first day of January, eighteen hundred and sixty-nine, the business of the said joint companies from railroad competition between the cities of New York and Philadelphia."

"That the twenty-second section of the act entitled "An act to incorporate the Camden and Amboy Railroad and Transportation Company," passed February the fourth, eighteen hundred and thirty, be and the same is hereby so amended as to postpone the time for the State's purchasing the railroads and appendages of the said company, so that the said purchase may be made at the same time that is now fixed by law for purchasing the canal and feeder, with the

appendages of the Delaware and Raritan Canal Company, and not sooner ; and the time for appointing the appraisers provided for in the twenty-fifth section of the act incorporating the said canal company, and in the twenty-second section of the act incorporating the said railroad company, is hereby fixed and declared to be in the year of our Lord one thousand eight hundred and eighty-eight.

And your orators by an amendment to the said original bill, which this honorable court, by an order of July 30th, 1862, allowed to be made ; your orators also alleged, that after the passage and approval of the said last recited act, and on or about the seventeenth day of April, in the year eighteen hundred and fifty-four, the Joint Board of Directors of the said two Companies, and the Board of Directors of each of said companies respectively, did certify their acceptance of the said last recited act as a supplement to and part of the charter of the said Companies, under the hands of the President and Secretary and the corporate seal of the said Joint Companies, and of each of the said Companies respectively ; and afterwards, on or about the first day of June, in the same year, and within three months from the passage of said act, your orators filed the said certificate in the office of the Secretary of State of this State, who caused a certified copy thereof to be published, in connection with said act, among the laws of this State, which were passed at the same session of the Legislature ; and that the said act was accepted by the said Companies in the manner and form provided by said act, and the acceptance was certified, filed and published in the manner and form required by said act, and the said act thereby became and now is a part of the charter of said Companies, your orators in this bill.

And your Orators by the said original bill did also set forth, that, confiding in said acts and the privileges therein granted to them, your orators proceeded at great cost and expense, to construct and complete the said railroad and the said canal, and have ever since maintained and employed the same for the transportation of persons and property, and have derived therefrom just and reasonable gains and profits, and have already paid to the State more than two millions six hundred thousand dollars on account of the said contracts, and are yearly

- paying to the State, on account of said contracts, very large sums of money, and have, in all respects, conformed to the provisions and requirements of said acts, which by them were to be kept and performed, and are consequently entitled to enjoy the privileges and receive the tolls in said acts granted to them, and especially to enjoy the privileges granted in the second section of the act passed March second, eighteen hundred and thirty-two, namely: "That it shall not be lawful, at any time during the said railroad charter, to construct
- 10 any other railroad or railroads in this State without the consent of said companies, which shall be intended or used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroad authorized by the act to which this supplement is relative;" and those granted in the first section of the act passed on the fourteenth day of March, eighteen hundred and fifty-four, namely: "That it shall not be lawful, before the first day of January, eighteen hundred and sixty-nine, to construct any other railroad or railroads in
- 20 this State without the consent of the said joint companies, which shall be used for the purpose of transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the said joint companies, or that may in any manner be used or intended to be used for the purpose of defeating the true intent and meaning of the act passed March the seventh, eighteen hundred and thirty-two, and entitled 'A supplement to an act entitled "An act relative to the Delaware and Raritan Canal and Camden and
- 30 Amboy Railroad and Transportation Companies,"' or of this act, which intent and meaning are hereby declared to be fully and effectually to protect, until the first day of January, eighteen hundred and sixty-nine, the business of the said joint companies from railroad competition between the cities of New York and Philadelphia."

And also to enjoy the exclusive right of conveying and transporting persons and property by railroad between New York and Philadelphia without hindrance, competition or interruption from any other corporation or corporations au-

40 thorized to own a railroad between other places, by making



use of their railroads or portions of their lines of railroad, to establish a railroad communication between the said cities of New York and Philadelphia, to carry and transport passengers and merchandise between the said cities, or that may in any manner be used or intended to be used for the purpose of competing in business with said railroads of the said companies, or defeating the true intent and meaning of the said acts.

And your Orators by the said original bill did also allege, that they were more especially entitled to the peaceable possession and enjoyment of the said rights and privileges, because a very large portion of the work done and money expended in the construction of their said canal and railroad was done and expended after the enactment of the said respective acts above recited, and on the faith thereof, and especially after and on the faith of the said act passed March the second, eighteen hundred and thirty-two; and that after the passage of the said act, to wit: in the year eighteen hundred and thirty-four, and since that time, your orators, on the faith of said laws, borrowed several millions of dollars on their bonds, issued for the purpose of borrowing money to complete said works, which bonds are now held by many hundred persons in this country, and in foreign countries; and on the faith of said laws a large part of the capital stock of your orators has changed hands and been purchased by persons now holding the same. And your orators showed and alleged, that since the passage of the said act, which was passed on the fourteenth day of March, in the year eighteen hundred and fifty-four, your orators have raised large amounts of money by the issue and sale of their bonds on the faith of said act, as well as the said prior acts, for the purpose of improving and perfecting their said works, and a large portion of their capital stock has been purchased by various persons, now holding the same on the faith of said acts; and your orators have expended large amounts of money in the improving and perfecting of their said works on the faith of said acts.

And your Orators by the said original bill did further set forth, that by the original charter of the said Delaware and Raritan Canal Company, no conditions were imposed as to

- the width or depth of the canal to be constructed by said company ; but by a supplement to said charter, passed on the third day of February, eighteen hundred and thirty-one, extending the period at which the State might take the works of said company, by appraisement, from thirty to fifty years, and granting other rights to said company, it was provided that the privileges thereby granted were upon the express condition that the said canal should be constructed from the Delaware to the Raritan river seventy-five feet
- 10 wide on the water line, and the water therein to be seven feet deep throughout, the locks thereof to be at least one hundred feet in length and twenty-four feet in width in the clear. And your orators further showed and alleged, that this condition at the time of its enactment was deemed a very onerous one, and one which the then stockholders of the said company were unwilling to accept ; but that in consequence of the union of the said company with the Camden and Amboy Railroad and Transportation Company, and of the grant of the exclusive rights and privileges made
- 20 to the said Joint Companies in and by the said act of March second, eighteen hundred and thirty-two, the said Delaware and Raritan Canal Company was induced and encouraged to accept the said condition, and did construct the said canal according to the dimensions imposed in the said proviso above recited, and have since that time, in the same confidence, enlarged the said canal to an average depth of eight feet, and lengthened the locks to two hundred and ten feet, so that the said canal has become one of the noblest improvements of that kind in this country.
- 30 And your Orators by the said original bill did also set forth, that on the seventeenth day of March, eighteen hundred and fifty-two, the Legislature of the State of New Jersey passed an act entitled "An act to incorporate the Camden and Atlantic Railroad Company," by which they created a body corporate in fact and in name, by the name of "The Camden and Atlantic Railroad Company," and authorized them to survey, lay out and construct a railroad from the city of Camden, in the county of Camden, or from some point within one mile of said city, to be determined on by
- 40 the said company, to run through the counties of Camden

and Atlantic to the sea at or near Absecom Inlet, in the said county of [Atlantic; *provided always*, that it should be lawful for the said company to make or construct two branch railroads from some convenient point on the said main road, to be determined on by the said company, the one to run to the village of Batsto, in the county of Burlington, and the other to the village of May's Landing, in said county of Atlantic, not exceeding one hundred feet in width for either branch or main road, except in such places where, from the depth of the excavation or the height of the embankment, it was necessary to take more land for the slope and protection of the side banks of said railroad, in which case so much land as might be necessary for the purpose, and no more, should be taken, with as many sets of tracks and rails as the company should deem necessary; and it should and might be lawful for the said president and directors, their agents, engineers, superintendents, or others in their employ, to enter at all times upon all lands and waters for the purpose of exploring, surveying, leveling, or laying out the route or routes of such railroad or lateral and branch roads, and of locating the same; and to make and erect all necessary works, buildings, and appendages thereof, doing no unnecessary injury to private or other property, and when the route or routes of such road, or lateral and branch roads, had been determined upon and a survey of such route or routes deposited in the office of the Secretary of State, then it should be lawful for the said company, by its officers, agents, engineers, superintendents, contractors, workmen, and other persons in their employ, to enter upon, take possession of, hold, have, use, occupy and excavate any such lands, and to erect embankments, bridges, ferries, and all works necessary, to lay rails, and to do all other things which should be suitable or necessary for the completion or repairs of the said road or roads, subject to such compensation as was thereafter provided.

And your orators did further show and allege, that the said act was duly accepted by the said last mentioned company, and that their road was located from Camden to a point on the sea at or near Absecom Inlet, and the survey of the route deposited in the office of the Secretary of State, in



the years eighteen hundred and fifty-two, eighteen hundred and fifty-three, and eighteen hundred and fifty-four, but that they did not at that time file, nor have they since, as your orators were informed and believed, filed any survey of the branch road authorized by that act to be made to Batsto, in the county of Burlington, from some convenient point on the said road. Your orators further alleged, that the said road was built and constructed by said corporation from Camden to Atlantic City, commencing at a point in Camden within half a mile of the terminus of the railroad of your orators, and crossing the same on the same level within or near the limits of the city of Camden, or at some point within a mile of said city.

And your orators, by said original bill, did further show that the Legislature of the State of New Jersey passed another act on the twentieth day of March, eighteen hundred and fifty-seven, authorizing the Camden and Atlantic Railroad Company to survey, locate and construct a branch railroad from any point on the line of the said company's road between the city of Camden and Haddonfield, to any point on the river Delaware between Kaighn's Point and the city of Gloucester, which act was accepted by the said company and became a part of their charter.

And your orators, by said original bill, did further set forth that the Legislature of the State of New Jersey, on the third day of March, in the year eighteen hundred and fifty-four, passed an act entitled "An act to incorporate the Raritan and Delaware Bay Railroad Company," whereby they ordained, constituted and declared the persons therein named, and such others as might thereafter be associated with them, to be a body corporate and politic in fact and in name, by the name of "The Raritan and Delaware Bay Railroad Company," and they are authorized and invested with all the rights and powers necessary and expedient to survey, lay out and construct a railroad from some suitable point on the Raritan Bay, eastward of the village of Keyport, in the county of Monmouth, to the village of Tom's River, in the county of Ocean, and thence through the counties of Ocean and Burlington to May's Landing, in the coun-

ty of Atlantic, thence through the counties of Atlantic and Cape May to Cape Island, on the Atlantic Ocean.

And your orators, by said original bill, did further set forth that the Legislature of New Jersey, on the twelfth day of February, eighteen hundred and fifty-five, passed a supplement to the said act, entitled "A supplement to the act entitled An act to incorporate the Raritan and Delaware Bay Railroad Company, approved March third, eighteen hundred and fifty-four," by which it was enacted, amongst other things, as follows, to wit: "That the said corporation, meaning 'the 10 Raritan and Delaware Bay Railroad Company,' shall have power to straighten the line of the said railroad wherever it may be deemed necessary; provided, that the said line shall pass through the village of Squankum, in Monmouth county, of May's Landing, in Atlantic county, and of Tuckahoe, in Cape May county.

And your Orators, by said original bill, did also set forth that said act and the said supplement thereto were duly accepted, and that the said corporation had been actively engaged with the construction of their railroad, which was 20 being rapidly completed, and would by the month of August then next, as your Orators were informed and believed, be in running order from its terminus on the Raritan Bay to the village of Atsion, in the county of Burlington; but that your Orators were informed, and believed it to be true, that they had never filed any survey of their route through the county of Ocean or the county of Burlington in the office of the Secretary of State, and that they were not constructing the said road on the route between the termini and points designated in their charter, nor were they pursuing in 30 the said location the route prescribed by the said supplement of February twelfth, eighteen hundred and fifty-five; on the contrary, that the said company had located their railroad so as to run near Squankum, in the county of Monmouth, and thence, instead of going in the direction of May's Landing, the next point called for in the said supplement, they had located the same to run near Manchester, in the county of Ocean, and thence to diverge about ten miles to the westward of the direct route to May's Landing, and to run in a south-westerly direction to a place called Atsion, at 40

or near the extreme north-west corner of the county of Atlantic, for the evident purpose—and your Orators charged it to be for the actual purpose—of approaching nearer to the city of Philadelphia, and by means of a connection with the Camden and Atlantic Railroad, forming a continuous and convenient railroad line to Camden, opposite the said city, and thereby of interfering with the rights guaranteed to your Orators as before expressed; and that they had done this although there were no obstacles in the way of  
 10 locating said road in a direct course from Squankum to May's Landing.

And your Orators by said original bill did further set forth that the said Raritan and Delaware Bay Railroad Company, or the said Camden and Atlantic Railroad Company, or both, were then grading and constructing a branch railroad from Atsion, aforesaid, where it was to connect with and form a continuation of the said Raritan and Delaware Bay Railroad, and thence running nearly in a westerly direction towards the city of Philadelphia, for a distance of about  
 20 nine or ten miles, to a point in the line of the said Camden and Atlantic Railroad, about eighteen miles from the city of Camden, and about a mile westerly of a station called Jackson station, near the village of Jackson. And your Orators by said bill charged that the said branch railroad was being built by the Raritan and Delaware Bay Railroad Company, under some agreement with the Camden and Atlantic Railroad Company, or by both of said companies combining together, or by one of them with the co-operation of the other, for the purpose and intent of thereby forming a continuous line of  
 30 railroad over the said Camden and Atlantic Railroad, the said Branch and the said Raritan and Delaware Bay Railroad, from Camden to Port Monmouth, and for the purpose and with the intent thereby and by means of steamboats at each end of the said railway line, of establishing a direct line of communication for the transportation of passengers and property between the cities of New York and Philadelphia and intermediate places, and thereby of interfering with the railroad business of your Orators, and the rights and privileges secured to your Orators as aforesaid.

40 And your Orators by said original bill did further set forth



that they had been informed and believed that there was or were one or more agreement or agreements in writing existing between the said Raritan and Delaware Bay Railroad Company and the said Camden and Atlantic Railroad Company, theretofore made between them, having in view the constructing and perfecting, by means of their respective railroads and a convenient connection between them, of a continuous and convenient line of railway communication across New Jersey, from the city of Camden, on the Delaware river, to Port Monmouth, on Raritan Bay; and having in view the continuation of said line, at either end thereof, by steamboat transportation to the cities of New York and Philadelphia, respectively—thus having in view the forming of a continuous line of railway and steamboat communication between the said cities, calculated and intended to compete in business with the railroad business of you Orators between the said cities of New York and Philadelphia, contrary to your Orators' vested rights in that behalf; and also an agreement or agreements in writing existing between the said companies, having in view the transportation of persons and property across and upon said contemplated line of communication, and the regulation, and management, and distribution of the proceeds thereof. And your Orators by said bill charged, that the said railroad, from the Camden and Atlantic Railroad, near Jackson station, to the Raritan and Delaware Bay Railroad, near Atsion, was being constructed in pursuance of said agreement or agreements, or for the purpose of carrying the same into operation and effect. 10

And your Orators, by their said original bill, did also set forth that the said parties before mentioned, in constructing the said branch, were using extraordinary exertions; and set forth a copy of certain placards put up by them advertising for cross ties and laborers, as proof of such exertions; and set forth also a certain article published in the Philadelphia Inquirer to show that the objects and designs of the said defendants were as alleged by your Orators. And also set forth that the Camden and Atlantic Railroad Company had sought and received the assent of the City Council, of the city of Camden, to construct a spur of the said road from a 30 40

point commencing about three miles east of Camden to Kaighn's Point, opposite to Washington street, in the city of Philadelphia, and were contracting for and procuring land on the said route; and that on the fifteenth of March, eighteen hundred and fifty-nine, the Legislature of New Jersey passed an act entitled "An Act to incorporate the Kaighn's Point and Philadelphia Ferry Company," authorizing certain persons, and their associates and successors incorporated under that name, to erect a steamboat ferry between  
 10 Kaighn's Point, in the city of Camden, and Philadelphia.

And your Orators by the said original bill, did also set forth and charge that the junction of the road of the Camden and Atlantic Railroad Company with the Raritan and Delaware Bay Railroad Company at Atsion, or some place in the county of Burlington, by the branch then building, would create between the cities of New York and Philadelphia a line of railroad communication across the State of New Jersey, and it would open a communication, by railroad and steamboat, between the said two cities, about one hundred and four miles in length, being only sixteen miles  
 20 longer than complainants' route, and which would compete in business with the railroads of your Orators, and might be used for the purpose of defeating the true intent and meaning of the said acts of incorporation of your Orators, and the said supplements thereto, and as your Orators believed and charged would be so used.

And your Orators, by their said original bill, also charged that the said Camden and Atlantic Railroad Company was insolvent, and that the said Raritan and Delaware Bay Railroad Company were not able to respond in damages to your  
 30 Orators for the injury they would sustain by such invasion of their rights; and that no adequate compensation in damages could be made to the complainants for the injury which the said defendants threatened and intended against them.

And your orators further, by their said original bill, set forth that the said defendants, other than the corporate defendants respectively, as officers, agents or contractors thereof, respectively, were engaged in aiding and abetting the said companies in their said wrongful acts; and that your Orators  
 40 desired to make them parties defendant to that bill, in order

to compel a discovery, under oath, of the matters therein-before alleged.

And your Orators by said original bill also alleged, that they well hoped that no such road or portions thereof would be made by the said defendants, and that the complainants would have been permitted peaceably, without interruption, molestation or interference, to have and enjoy the proper benefit and advantage secured and intended to be secured to them by their acts of incorporation and the several acts and supplements in addition thereto, of transporting passengers 10 and property from New York to Philadelphia, free from the competition of any other railroad ; and free from the competition of any other corporation or corporations authorized by the Legislature to run railroads between other places, who, by intersecting and uniting with each other, might make use of their roads, or portions thereof, for establishing a through route from New York to Philadelphia, but a little longer than the route of the complainants.

And your Orators, by said original bill, charged that the said defendants, confederating with other persons to wrong 20 your Orators in the premises, and hinder them in the enjoyment of their said rights, did, amongst other things, enter into certain mutual agreements, understandings or arrangements to unite the said roads and form such junctions and intersections from Philadelphia to Kaighn's Point, from Kaighn's Point to Jackson, from Jackson to Atsion, from Atsion to Port Monmouth, on the Raritan Bay, and from thence to New York City, and to cause passengers and merchandise to be transported in the same cars over both roads ; and to cause them to be conveyed without change from one 30 terminus to the other ; that the said confederates, in pursuance of the said agreements, were then grading and constructing the said branch road from Jackson to Atsion, and from Kaighn's Point to Jackson ; and by their said acts and doings, were constructing railroads in this State, without the consent of your Orators, which might be used, and were intended to be used, for the purpose of defeating the true intent and meaning of the act passed March the second, eighteen hundred and thirty-two, and the said act passed March fourteenth, eighteen hundred and fifty-four, which intent and



meaning was fully and effectually to protect until the first day of January, eighteen hundred and sixty-nine, the business of your Orators from railroad competition between the cities of New York and Philadelphia, and from all competition whatever.

And your Orators, by their said original bill, amongst other things, did also expressly charge, that the intention of the said confederates was to make use of the said connection for the purpose of transporting passengers and merchandise  
 10 between the cities of New York and Philadelphia, and that the said connection was being formed by the said branch road from Jackson to Atsion principally, if not entirely, for that purpose.

And your Orators, in and by the said original bill, prayed for an injunction against the said defendants, as stated and set forth in the commencement of this supplemental bill, and for such further or other relief in the premises as the nature of the circumstances of the case might require.

And your Orators further show unto your Honor, that  
 20 affidavits of Robert F. Stockton, William Cook, and John L. McKnight, were annexed to the said original bill, substantiating and verifying all the most material allegations thereof: and that upon the filing of the said bill and affidavits on the said nineteenth day of July, in the year eighteen hundred and sixty-two, your honor made an order that the said defendants should show cause, on the twenty-ninth day of July then instant, why an injunction should not issue according to the prayer of said original bill: on which last mentioned day the said defendants all appeared and put in  
 30 their answers to said bill, the said Camden and Atlantic Railroad Company, John Brodhead, Joseph W. Cooper, Thomas McKeen, and Samuel Richards, answering together in one joint and several answer; and the said Raritan and Delaware Bay Railroad Company, Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey, and John Torrey, junior, also answering together, in another joint and several answer.

And your Orators further show, that the said defendants, The Camden and Atlantic Railroad Company, John Brod-  
 40 head, Joseph W. Cooper, Thomas McKeen, and Samuel

Richards, in and by their said answer did, amongst other things, declare and say that they, or either of them had no intention or agreement with any one for the purpose of interfering with any rights and privileges secured to your Orators; and although they admitted that, by means of the railroad aforesaid a continuous line of communication by railroad would be made between the city of Camden and Port Monmouth, and that if the route of railroad communication complained of, by the way of Atsion, might be used to injure your Orators in their alleged exclusive privileges, yet they, 10 the said defendants, insisted that the said railroads were not constructed for the purpose in any way of interfering with your Orators during the continuance of their alleged exclusive privileges; and that if it were possible to pervert a lawful object of the said railroad route so as to injure your Orators, that was no reason why those defendants might not exercise their lawful rights of giving railroad facilities to the interior of New Jersey, and any abuse of such lawful right would at all times be within the restraining power of this honorable Court, and so render it impossible for those de- 20 fendants to injure the complainants in that behalf: and the said defendants further declared, that they had no intention of interfering with any vested rights secured to your Orators by any of the acts referred to and mentioned in the said original bill; and they denied that they had any knowledge or information that any officer of either of the corporate defendants, or that William A. Torrey or John Torrey, junior, had at any time declared his or their intention of making the connection of the several railroads complained of in the said original bill, for the purpose of interfering with the 30 chartered rights of your Orators.

And your Orators further show, that the said defendants, The Raritan and Delaware Bay Railroad Company, Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey and John Torrey, junior, in and by their said answer did, amongst other things, declare and say, that at the time of applying for the charter of the said The Raritan and Delaware Bay Railroad Company, those defendants, or either of them, or, as they believed, any person interested in said application, had no intention of constructing a railroad to transport 40

passengers or merchandise between the cities of New York and Philadelphia; and the said last named defendants in and by their said answer, contended that there was nothing in any of the act referred to in the said original bill to prohibit the construction of a railroad between New York and Philadelphia, and that the only protection which your Orators could claim under their alleged contracts with the State, was the use of such railroad without competition, for the transportation of passengers and merchandise between said cities; and the said defendants submitted that the second section of the act of March second, eighteen hundred and thirty-two, does not declare that it shall not be lawful without the consent of your Orators to construct a railroad between the cities of New York and Philadelphia, but that it shall not be lawful to construct such railroad which shall be intended or used for the transportation of passengers or merchandise between the said cities, and that all the protection which your Orators were entitled to (if any they were entitled to) was not by any court of New Jersey interfering with the construction of such road, but only by preventing its use for the transportation of passengers and merchandise between the cities of New York and Philadelphia: And the said defendants denied that there were any agreements or understanding in reference to forming a continuous line of road over the said Camden and Atlantic Railroad, the said branch and the said Raritan and Delaware Bay Railroad, from Camden to Port Monmouth, for the purpose or with the intent, thereby, or otherwise, or by means of steamboats at each end of the said railway line, or of otherwise establishing a direct line or any line of communication for the transportation of passengers and property between the cities of New York and Philadelphia and intermediate places (except as afterwards mentioned) or for any other purpose, or thereby interfering with the railroad business or the rights or privileges secured to your Orators. They further alleged that no agreement has been made, or was intended to be made, for the transportation of freight or passengers between the cities of New York and Philadelphia; and whilst they admitted that they had in view the construction of a line of railway communication across New Jersey from the city of Camden on the Delaware River to



Port Monmouth on Raritan Bay, they expressly denied that they, the said defendants, or any of them, had in view the continuation of said line at either end thereof, by steamboat transportation to the cities of New York and Philadelphia respectively, for the purpose of using the same for the transportation of passengers or merchandize in any manner which would violate any contract which might exist between the State of New Jersey and your Orators, or any provisions of the acts of the Legislature referred to in the said original bill. And the said last named defendants in and by their said answer did further, in answering the said original bill, admit that it was possible, if not prohibited by law (which they alleged it to be) that a line of communication by railroad and steamboat between the cities of New York and Philadelphia might be opened; but they averred that, as their said route was, by your Orators' showing sixteen miles longer than that of your Orators, and as if used it would be only such possible use as any other railroad in New Jersey might be put to, and as the railroad of those defendants was not a public highway, and could not be so used without their concurrence and consent, and as they had not made arrangements to contract with any person or corporation to use the same, and as they did not intend any unlawful use of their said road or branches, such use, if unlawful as alleged by your Orators, could not be made of the same, and if attempted could be restrained by the Courts if unlawful; those defendants therefore denied that said roads might be used to compete in business with the business of your Orators between New York and Philadelphia, or to defeat the true intent and meaning of said acts. And the said defendants in and by their said answer insisted that whenever the alleged exclusive privileges of your Orators shall by lapse of time have expired or otherwise ceased, they, those defendants, will have the right to carry on the business of transporting freight and passengers between New York and Philadelphia; and that while the said Raritan and Delaware Bay Railroad had been constructed, and the said branch from Jackson was being constructed and located where they then were, so as better to accommodate the local business of the State of New Jersey, it was also desirable to have the said road located on

the said routes as best adapted to secure the business between New York and Philadelphia, when such business might lawfully be sought by the said defendants; and while they did not admit the exclusive privileges claimed by your Orators in their said original bill, they severally denied that they intended in any way to violate the chartered rights of your Orators, or that they intended during their existence to violate any of the alleged exclusive privileges of your Orators.

10 And although the said defendants in and by their said answer denied that your Orators had any grants, chartered rights or privileges to the extent, or of the character claimed in the said original bill, yet they declared that it was not, and never had been, their intention by the construction of their railroad, or its connection with the Camden and Atlantic Railroad, or otherwise, to interfere with your Orators' chartered rights, by competing with the railroad of your Orators by the transportation of passengers or merchandise between the cities of New York and Philadelphia or otherwise.

And your Orators further show unto your Honor, that upon 20 the filing of said answers, an order for taking further affidavits was made and the hearing of said application was further postponed to the twelfth day of August in the year eighteen hundred and sixty-two, and was then heard by your Honor, and a preliminary injunction refused, on the ground that the defendants by their said answers denied all intention to interfere with the rights of your Orators. As by the said original bill, answers and proceedings in the said cause respectively, now remaining as of record in this honorable court, reference being thereunto had will more fully appear.

30 And your Orators by way of supplement show unto your Honor that notwithstanding the said declaration of the defendants in their said several answers, your Orators have been informed and believe it to be true that, since the filing of the said answers and since the said hearing before your Honor, the said defendants, the Raritan and Delaware Bay Railroad Company have completed their railroad from Port Monmouth to Atsion aforesaid, and, in combination with the Camden and Atlantic Railroad Company, have completed the said branch railroad from Atsion to the Camden and 40 Atlantic Railroad near Jackson aforesaid, and by means of

the said branch have connected the said railroads so as to form a convenient and continuous line of railway from Camden to Port Monmouth; and have made arrangements by contract of some sort for continuing said line by means of steamboats between Port Monmouth and the city of New York, and between Camden and Philadelphia, so as to form a complete line of travel and transportation over the said line of railroad between the said cities of New York and Philadelphia; and, in violation of their pledges thus given aforesaid to this honorable Court in their said answers, have 10 actually established lines of transportation both of freight and passengers between the said cities over and by means of said line of railway and said steamboats—in continuation thereof—and are now actually engaged in such transportation in open and direct violation of your Orators' said chartered rights and privileges before referred to.

And your Orators further show unto your Honor, that they are informed and believe it to be true that in carrying on the said business of transporting merchandise between the cities of New York and Philadelphia the said defend- 20 ants are using and combining with other parties to use certain names of designation for the said line of Transportation, one of which names is the Importers' and Traders' Dispatch Company, under which name they keep regular offices for the reception and delivery of freight by said line at No. 2 Murray street in the city of New York, and at Pier No. 28 North River, in said city, and at Vine street wharf in the city of Philadelphia; from which offices goods are regularly shipped over and by means of the said line of the defend- ants between the said cities of New York and Philadelphia; 30 —and another of which names is the Union Transportation Company, under which name they keep regular offices for receiving and delivering freight at No. 136 North Wharves, in the city of Philadelphia, and at Pier No. 28, North River, in the city of New York, from which offices goods are regularly shipped over and by means of the said line of the defendants between the said cities of New York and Philadelphia; —and another of which names is the Philadelphia and Eastern Transportation Company, under which name offices are kept in said cities, and goods are regularly transported 40



between New York and Philadelphia over and by means of the said line of the defendants. And your orators are informed and believe that by this means, and under the aforesaid names and designations the defendants and their confederates are carrying on a large freighting and transportation business between the cities of New York and Philadelphia, over and by means of the said railroad line between Camden and Port Monmouth, and the steamboats running in regular connection therewith at either extremity of said line, amounting to more than one hundred tons of transportation per day in each direction. And your Orators are also informed and believe it to be true that the said Raritan and Delaware Bay Railroad Company, in order to cover up and conceal the real nature of the said transportation business, have made and entered into a certain pretended contract with certain persons under the name of said The Philadelphia and Eastern Transportation Company for the transportation of freight for said company between Camden and Port Monmouth on certain terms in said agreement contained; and that the said Railroad Company pretends to be engaged in the said transportation business under and by virtue of the said agreement, and only between the said places last named; but if any such pretence shall be made by the said Railroad Company, and if any such contract shall be shown to have been made and entered into, your Orators charge that such agreement was made with full knowledge on the part of the said Raritan and Delaware Bay Railroad Company, its officers and agents, that the business to be carried on under such agreement was to be and was intended and understood to be a through business between the said cities of New York and Philadelphia or mainly such; and was also made in view of and in connection with other arrangements or agreements for the employment of a steamboat or boats to continue and complete the said line between Port Monmouth and New York, and between Camden and Philadelphia; and your orators charge that such steamboat or steamboats was or were the property of the officers and managers of the said Railroad Company or some of them, or that they or some of them had a large and controlling interest therein.

And your orators also charge that if any such agreement or

agreements was or were made, it was made under and with the express understanding that, if the said business should be interrupted or prevented by means of legal proceedings instituted in the behalf of your orators or otherwise, neither of the parties to such agreement should be liable to the other for any damages by reason thereof, and should have the privilege of abandoning the same—or some other provision with that or the like effect. And your orators expressly charge that any such agreement or contract which the said corporate defendants or either of them may have entered into in relation to the transportation of goods between Camden and Port Monmouth, was entered into by them in contemplation of and with direct reference to the employment of steamboats at either end of said line to complete the same as a line of transportation between the cities of New York and Philadelphia, and in contemplation and with the intent of forming a through line of transportation between said cities for the transportation of goods from city to city between the said cities in direct contravention of the acknowledged rights and privileges of your orators. 10

And your orators further show unto your Honor that if the said corporate defendants should pretend that the said transportation business is carried on by other persons than themselves over their line of railroad, your orators charge that if such be the case, it is nevertheless so done by the consent and cooperation of the said corporate defendants and in virtue of arrangements and agreements by them made with such other persons; and the said corporate defendants are responsible therefor inasmuch as by their own showing in and by the said answer of the Raritan and Delaware Bay Railroad Company the said Raritan and Delaware Bay Railroad is not a public highway, and cannot be operated without the consent and only under the direction of the said Raritan and Delaware Bay Railroad Company; and your orators further charge that whether the said line of transportation is carried on directly by the said corporate defendants or one of them, or by other persons under contract with them, such other persons are and must be deemed as the agents of the said corporate defendants or one of them in carrying on said business of transportation; and 20 30 40

your orators charge that the said corporate defendants and also the said other persons, who are aiding and assisting in carrying on the said business, are liable and chargeable therefor in the same manner and to the same extent as if the said other persons were the agents of the said corporate defendants therein, whether they are acting under a pretended contract with the said corporate defendants, for the use of their railroads, or not. And your orators allege that any such contractors, if any such there be, became such with full  
 10 knowledge of your orators' rights and privileges, and of the pendency of this suit, and of the allegations of the respective parties therein ; and are bound by all the equities which affect the defendants or any of them.

And your orators further show and charge that one or more steamboats regularly ply between New York and Port Monmouth, in connection with the defendants' trains of cars running between Port Monmouth and Camden, and also one other steamboat or boats ply as ferry boats between Camden and Philadelphia in connection with the same train of cars,  
 20 so as to form regular lines of transportation for freight and passengers in both directions, and daily carrying freight and passengers through from New York to Philadelphia, and from Philadelphia to New York ; and your Orators charge that the said steamboats thus ply in connection with said trains of cars by the procurement of the corporate defendants, or one of them ; but whether they do or not so ply by such procurement, the said corporate defendants are aiding and contributing, by such use of their line of railroad between Port Monmouth and Camden in connection with  
 30 said boats, in establishing and carrying on a through line of transportation for freight and passengers between the said cities of New York and Philadelphia ; and are thus violating the rights and privileges of your Orators, and the pledges of the said defendants.

And your Orators further show and charge, that the said corporate defendants, in connection with their said confederates, are also engaged in the way business by means of said line—whereby they largely compete with the railroad business of your Orators, in violation of your Orators' said rights  
 40 and privileges, especially in the transportation by the said



defendants of freight and passengers between Camden and New York, and between Philadelphia and Port Monmouth, and also between Philadelphia and Long Branch, on and over the said line of transportation so established by them as aforesaid.

And your Orators further show and charge, that in carrying on their said through business, the said defendants and their confederates give carriers' tickets for freight through from city to city—between the said cities of New York and Philadelphia; but in regard to through passengers they use various devices to avoid the appearance of ticketing a passenger through from city to city, such as requiring such passenger to pay a separate fare on the steamboat between Port Monmouth and New York, and the like; nevertheless, they do issue tickets for fare through between Camden and New York, and between Philadelphia and Port Monmouth; but notwithstanding these and such like devices, it is a well understood thing with the through passengers, that an arrangement exists by which they can go through by the entire line from one city to the other without interruption or detention, as through passengers. And your Orators charge that such arrangements are mere subterfuges to avoid, as far as possible, the appearance of open violation of your Orators' rights and privileges before referred to, at the same time that the said defendants are in law and in fact guilty of such violation. 10 20

And your Orators state and show to your Honor, that the said defendants by thus establishing and carrying on the said line of transportation on the said railroad, and the transportation of passengers and merchandise thereby, whether by themselves or through their agents or contractors, and whether singly as sole proprietors of the entire line, or jointly in connection with other parties owning the said steamboats at either end thereof, are guilty of a direct and gross violation of the rights and privileges guaranteed to your Orators in and by the second section of the act passed the second day of March, in the year eighteen hundred and thirty-two, set forth in the said original bill, and hereinabove referred to, and in and by the first section of the act approved on the sixteenth day of March, in the year eigh- 30 40

teen hundred and fifty-four, set forth in the said original bill (but by mistake described as approved on the fourteenth day of March in the year aforesaid) and hereinabove referred to; and a violation of the pledge given to this honorable Court in and by their said answers to the said original bill.

And your Orators well hoped that the said defendants after the early and prompt notice given to them of the intention of your Orators to vindicate their said rights by the filing of the said original bill, before the completion of their  
 10 line of railroad by way of Jackson and Atsion, notwithstanding their denial of the rights of your Orators to the full extent to which your Orators claimed the same in said bill, would at least have regarded and respected the rights claimed by your Orators, which the said defendants, in and by their said several answers admitted and acknowledged had been guaranteed to your Orators on the part of the State of New Jersey, and which, in and by their said answers, they declared their intention to observe and respect; and your Orators also well hoped that the defendants on further advisement  
 20 would have respected and observed all the said rights and privileges claimed by your Orators under and by virtue of the said acts of the Legislature; especially inasmuch as (which your Orators charge the fact to be) the said defendants, in the month of January or February last, appeared by the counsel before a committee of their House of Representatives of the United States and applied for an act of the Congress of the United States that should create the said railroad line of the defendants from Port Monmouth to Camden including the ferry between Camden and Philadel-  
 30 phia, and the steamboat route between Port Monmouth and New York, a post road and public highway of the United States, on the express ground alleged by the said counsel that the said route could not under the laws of New Jersey be used for through travel or transportation; and that any attempt so to use the same would be enjoined by the Courts of New Jersey; and they desired the said act of Congress to enable them to disregard the legislation of New Jersey in this behalf.

But now so it is, may it please your Honor, that the said  
 40 corporate defendants combining and confederating to and

with the said individual defendants, who are aiding and abetting them in the premises, and to and with divers other persons at present unknown to your Orators, but whose names when discovered your Orators pray may be inserted herein and they made parties hereto, with proper and apt words to charge them, how to injure and aggrieve your orators in the premises not only refuse so to observe your orators' just rights and privileges guaranteed to them as aforesaid, by contract with the State of New Jersey, but, having failed to obtain an act of Congress as applied for 10 by them or any act of Congress on the subject, (which, if obtained, your Orators allege would have been ineffectual for the purposes of the defendants) they, the said defendants, and their confederates proceeded to engage in and carry on said business of transportation in defiance of your Orators' said rights and privileges, and at the risk of being enjoined and restrained by this honorable Court; but in the use and employment of various devices and contrivances before mentioned, and making various pretences, calculated and intended to cover up and conceal the real 20 character of their said acts, and to make it appear that they were not infringing your Orators' said rights and privileges; but either were engaged only in the alleged legitimate business of transporting freight and passengers from one interior point of New Jersey to another interior point thereof; or were permitting other and outside parties, over whom they had no control, namely the said unknown confederates, to use their road at the alone risk and on the alone responsibility of said other and outside parties; and amongst other things, the said corporate defendants sometimes pretend to have 30 entered into contract or contracts with the said other confederates, who, they pretend, have thereby contracted for the use of their said line of railroad from Camden to Port Monmouth, and for carrying on the said transportation business independently of said defendants; but your Orators charge that if any such contract or contracts is or are made, the same do not and cannot exonerate the defendants from their duty to regard the laws of New Jersey, and the rights of your Orators under the same, and under the said guarantees before referred to; nor from so managing and control- 40



ling their works as to prevent the violation of said rights. At other times the defendants pretend that they are not, nor is either of them, the proprietor or proprietors of the steamboat or boats by which their said line is connected with and completed to New York city, nor of the ferry boat or boats by which their said line is connected with and completed to Philadelphia. But your Orators charge that if the defendants, or some of them, are not the owners of said boats, they have nevertheless, either by themselves, or by their agents

10 or contractors and confederates, in some manner secured the use and employment of said steamboats so as to complete the said line from Philadelphia to New York. At other times the defendants pretend that they only transport passengers and freight to and from Way Stations, that is, intermediate stations in New Jersey, in connection with the cities of New York and Philadelphia respectively; and do not transport either passengers or freight through the whole route from city to city, and that they are not responsible for the manner in which the said passengers dispose of themselves,

20 or in which the said freight is disposed of, beyond such intermediate points. But your Orators charge, that even if such pretence were true, such way business, much of it, competes with the business of your Orators on their said railroads, contrary to the said acts of eighteen hundred and thirty-two, and eighteen hundred and fifty-four, before referred to; but in truth and in fact, the said defendants, by themselves, their agents, or contractors, do actually transport freight and passengers through the whole of said line or route from Philadelphia to New York, and vice versa, from New York to

30 Philadelphia; or, if in point of form they do not themselves transport such freight and passengers throughout the whole of said line, they do so in substance and effect; and they do in form, as well as in substance and effect, knowingly participate in carrying on and keeping in operation the said through line as a through line of transportation; and although it were true that other parties sustained and kept in operation portions of said line, yet if the defendants sustained and kept up only a single portion thereof—the same being a known through line, the defendants are responsible for the

40 part they take in the same, as for aiding and contributing in

the transportation of passengers and freight directly from city to city, by a railroad constructed for that purpose by the defendants, in violation of the acknowledged rights and privileges of your Orators.

And your Orators further charge that, if the said business of transporting passengers and freight through from city to city between the said cities of New York and Philadelphia, is conducted, managed or carried on by the confederates of the said defendants or of any of them, by virtue of any contract or contracts made by and between them and the said 10 defendants, nevertheless the said defendants at the time of the making of such contract or contracts, well knew that the said confederates obtaining such contract or contracts, at the time of the making thereof, contemplated and intended to establish and carry on such through lines of transportation from city to city, and by entering into such contract or contracts with the said confederates, the defendants so contracting, knowingly and wilfully co-operated with them in the establishment of such line or lines: and your Orators charge 20 that the said confederates, at the same time, also well knew of the rights of your Orators, and of the pending of this suit, and took no rights or interests, by virtue of such contract or contracts, which placed them in any better position, or on any better footing, than the said defendants occupied in relation thereto; and that the said contracts were intended merely as a cover to enable the said defendants to carry on the said transportation business ostensibly in the names of other persons, and as a means of deceiving and defrauding your Orators in the premises. And your Orators charge that 30 all the said contracts and contrivances (if any such were made) were a fraud upon your Orators, and intended for the purpose of enabling the defendants to evade your Orators' said rights and privileges, and their own obligations in that behalf.

All which actings and doings of the defendants and their confederates, are contrary to equity and good conscience, and tend to the manifest wrong, injury and oppression of your Orators.

In tender consideration whereof, and forasmuch as your Orators cannot safely proceed against the defendants without 40

exhibiting to your Honor the supplementary matter herein above stated, nor without having a discovery relating to the same from the several defendants, especially the said individual defendants ; To the end therefore, that the said defendants may severally answer the premises according to law and the practice of this honorable Court, the same as if the said premises were here again repeated, and they thereto particularly interrogated, paragraph by paragraph, and more especially that the said defendants may discover

10 and set forth whether their said line of railroad communication has not been completed from Camden to Port Monmouth by way of Jackson and Atsion as specified in the former pleadings in this cause ; and whether said line has not been furnished with locomotive engines and cars for the transportation of passengers and freight ; and whether the same has not been put in operation, and is not now in operation in the transportation of passengers and merchandise thereon ; and whether a through line of transportation both of passengers and freight, or one or the other, and which of them,

20 from city to city, between the cities of New York and Philadelphia, has not been established over said railroad, and whether such line is not now in operation, and actually used in transporting passengers and freight through from city to city as aforesaid ; and whether the said line is not conducted and carried on by the defendants or some or one, and which of them ; and if not, then by whom else, and under or in pursuance of what arrangement, understanding or agreement with the defendants, or some or one, and which of them, setting forth the contents in full of any such agreement, if any there may be ; or if there be no through line

30 between the said cities, established and carried on by any one party or association of persons, then that they may discover and set forth the different parties or persons who maintain and carry on the several parts and portions of said line, and under what understanding or agreement the same is carried on in separate parts or portions by the several parties interested or concerned therein ; and more particularly what interest the defendants, or any of them, may have in the said several portions of said line, or any or either of the

40 said portions, whether as proprietors, lessors, lessees, con-



tractors, contractees, or otherwise; and if there be no professed through line of transportation of passengers or freight from city to city as aforesaid, then to discover whether there is not, nevertheless, an actual line by which passengers and freight, or the one or the other, are in fact transported from city to city, as aforesaid, by the transfer of such passengers or freight from one carrier to another, or in some other and what manner; and that the defendants may discover what number of passengers, and what amount of freight have respectively been transported on the said route from city to city as aforesaid; and about what number of passengers and what amount of freight are now being transported daily or weekly from city to city, at this present time; and under what designations or names the said transportation is being carried on; and what rates of fare and freight are charged for such transportation; and that the said defendants may set forth and discover all and every agreement and agreements by them, or any of them, made with any other person or persons for the transportation of passengers or freight across said line of railroad, giving the names of the persons 20 with whom such agreements may respectively have been made; and setting forth the said agreements in full.

And that the said defendants and each and every of them, and their confederates, contractors, agents and servants, may be decreed to desist and refrain from further transporting or aiding or assisting in the transportation of passengers or merchandise from city to city between the cities of New York and Philadelphia; and that the said defendants, The Raritan and Delaware Bay Railroad Company and the Camden and Atlantic Railroad Company, and their confederates, 30 contractors and agents, may be severally decreed to desist and refrain from further permitting or allowing their respective railroads, engines, cars or machinery to be used for the purpose of carrying on any such transportation of passengers or merchandise, from city to city, between the said cities, or for the purpose of aiding or assisting in the transportation of passengers or merchandise between the said cities, from city to city; and that any agreements or arrangements made by them, or either of them, for that purpose, may be declared null and void; and that the said cor- 40

poration defendants, their confederates, contractors and agents, may be severally decreed to desist and refrain from forwarding, and from aiding or assisting to forward, and from permitting or allowing to be forwarded, by way of the said railroad or any part thereof, from any point or place in this State to any other point or place in this State, any passengers or merchandise which are or may be in the course of transportation from city to city, between the said cities of New York and Philadelphia; and that all the said other defendants may be severally decreed to desist and refrain from aiding and abetting the said corporate defendants or either of them in any such forwarding of freight or merchandise; and that by the decree of this honorable Court, the defendants and each of them, together with their confederates, contractors and agents, may be enjoined, restrained and prohibited, from doing any act or acts for or towards or in aid of the transportation of passengers or merchandise between New York and Philadelphia by way of said railroad; either by using or permitting to be used the different sections thereof for that purpose in connection with each other, or by using the said railroads or any part thereof in connection with any steamboat or steamboats; and that the said corporation defendants may be restrained and prohibited from permitting their respective roads or any section or sections thereof to be used for any such last mentioned purpose; and that said defendants respectively and their confederates respectively may be enjoined and restrained from performing, aiding or contributing to, the transportation of passengers or freight from city to city aforesaid across the said railroads and upon steamboats running in connection therewith, by any other device or contrivance whatsoever; and that the said defendants may be severally enjoined and restrained from using the said railroads between Camden and Port Monmouth in any other manner as to compete in business with the railroads of your Orators; and that the said corporation defendants may pay to your Orators all such damages as your Orators may have sustained by their unlawful acts in the premises, and that an account may be taken to ascertain the amount of said damages; and that your Orators may have such other or further



relief, as to your Honor shall seem meet and shall be agreeable to equity and good conscience.

May it please your Honor, the premises considered, to grant unto your Orators not only a writ of Injunction to be directed to the said defendants, enjoining and restraining them in the manner above specified and prayed by your Orators; but also a writ of subpoena to be directed to the defendants, commanding them on a certain day and under a certain penalty to be and appear before this honorable Court, then and there to answer the premises and to stand to, 10 abide by, and perform such order and decree therein, as to your Honor shall seem meet, and shall be agreeable to equity and good conscience, and your Orators shall ever pray, &c.

JOSEPH P. BRADLEY,

*Solicitor for and of Counsel with the Complainants.*



## IN CHANCERY OF NEW JERSEY.

Between  
 THE DELAWARE AND RARITAN CANAL AND  
 CAMDEN AND AMBOY RAILROAD AND  
 TRANSPORTATION COMPANIES,  
 Compl'ts.

AND  
 THE CAMDEN AND ATLANTIC RAILROAD COM  
 PANY; THE RARITAN AND DELAWARE  
 BAY RAILROAD COMPANY, AND WILLIAM  
 TORREY AND JOHN TORREY, JR.,  
 Defendants.

Bill, &c.

*State of New Jersey, ss :*

John K. Gardner, residing in the city of Philadelphia, by occupation a trunk and collar maker, being duly sworn according to law, doth depose and say, that on Thursday, the 16th of April, 1863, he conveyed to Pier No. 128, North Wharves, Philadelphia, a box of merchandize for the purpose of having the same conveyed and transported to the city of New York; that he stated to the person there in charge, who was either one George B. McCulloch, freight agent, or some agent by him authorized and employed, that he wished the said box of merchandize to be conveyed to the city of New York by the Camden and Atlantic and Raritan and Delaware Bay Railroads; that he received from the officer or agent so in charge a bill of lading or carrier's receipt similar in form to the Exhibit hereto annexed, marked "A," from which it differed only in being a receipt from Philadelphia to New York instead of a receipt from New York to Philadelphia, wherein and whereby the carrier or transporter undertook to transport and carry the said box of merchandize, from the city of Philadelphia to the city of New York, for and in consideration of the sum of fifty cents for such carriage and transportation; that this deponent then and there paid the said sum of fifty cents to the person in charge for and as the consideration of the carriage of the said box of merchandize between the cities of

of Philadelphia and New York in the manner above set forth; that this deponent saw the said box of merchandize delivered for the purpose aforesaid, and that he received the said box in the city of New York, in person, at Pier No. 28, North River, at the foot of Murry street, in compliance with the bargain made between the freight agent and himself; that he himself accompanied the said box of merchandize, and that it was transported and carried to New York by way of the Camden and Atlantic and the Raritan and Delaware Bay Railroads, and by steamboat therewith connected 10 from Port Monmouth to New York.

That on Friday, the seventeenth day of April, 1863, he purchased at Camden a passenger ticket to carry him from Camden to Port Monmouth, in the 9 A. M. line of the Camden and Atlantic Railroad, for which he paid the sum of two  $\frac{25}{100}$  dollars. That he was carried by the cars of the above named railways from Camden to Port Monmouth, and thence to the city of New York by steamboat, the fair on board the said steamboat being thirty cents, which he paid.

That the train by which he was transported between 20 Camden and Port Monmouth consisted of both passenger and freight cars; that the said freight cars were unloaded at Port Monmouth and the freight transferred on board a steamboat; that while this unloading and transfer was taking place this deponent observed and counted twenty-five barrels and fifty bags of potatoes consigned and directed to New York; that he likewise observed eighty-five cases marked and directed to New York; this deponent also observed ten bags apparently of wool also marked and directed to New York; this deponent likewise observed one box marked and 30 directed to Troy, and one box marked and directed to Albany, New York; this deponent further observed and counted eleven persons as passengers, all of whom came on board the train between Camden and Port Monmouth, and all of whom were carried and transported to the city of New York; that the cars in which the passengers and merchandise above set forth were transported, were variously marked in the following manner: "No. 12 U. T." "No. 13 U. T." "No. 17, U. T.," "No. 13," "15," "25," "29," "R. D. B. R. R.;" that there were also attached to this train two open 40

platform cars, one loaded with iron and one loaded with marl.

That on Saturday, April eighteenth, 1863, this deponent being then in the city of New York, delivered at Pier No. 28, North River, a certain other box of merchandise marked "John K. Gardner, City of Philadelphia," to be transported by the same route above indicated between the cities of New York and Philadelphia, that he paid the sum of fifty cents as and for the freight and carriage of the said box, and received the bill of lading or carrier's receipt here annexed and marked "A." "J." "K." "G." that the box so received as above set forth was duly transported by same route and in the same manner from New York to the city of Philadelphia, and was duly there received by this deponent at No. 128 North Wharves, Philadelphia; that this deponent himself in person came over the same route at the same time with the said box; that he paid as before his passage from New York city to Port Monmouth by steamboat, and from Port Monmouth to Camden, and thence by ferry to Philadelphia; that at Pier No. 128 North Wharves, there is a conspicuous sign in these words: "Union Transportation Company, new Railroad Freight Route to New York, and points beyond; office No. 128 North Wharves."

And further this deponent says not.

Sworn and subscribed this }  
 twentieth day of April, }  
 A. D., 1863, before me, }

JOHN K. GARDNER.

A. I. FISH, *Commissioner for New Jersey.*



## EXHIBIT "A." "J" "K" "G" A. I. F.

Comm.

|                                                                                                             |                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In order to avoid Detention of<br>Draymen, Shippers are requested<br>to Fill up Receipt and Dupli-<br>cate. | PHILADELPHIA & EASTERN TRANSPORTATION COMPANY.                                                                                                                                                                                                   |
|                                                                                                             | JOHN BUCK, Freight Agent, Pier No. 28 North River, foot of Murray street.<br>Geo. B. McCULLOH, Freight Agent, Pier No. 28 North Wharves, Philadelphia.<br>W. F. GRIFFITHS, General Manager.                                                      |
|                                                                                                             | <b>Received,</b> New York, April 17, 1863,<br>of J. K. GARDNER, the following ar-<br>ticles, (contents unknown,) to forward to Philadelphia, via Port<br>Monmouth and Camden, subject to the conditions expressed on<br>the back of the receipt. |
|                                                                                                             | MARKED, J. K. GARDNER,<br>Philadelphia.                                                                                                                                                                                                          |
|                                                                                                             | Number and Description of Packages, One Box, 60 lbs.<br>Freight paid 50 cts. ROBT MACE, Receiving Clerk.                                                                                                                                         |

State of Pennsylvania, }  
City and County of Philadelphia, } ss.

Be it remembered, that on the twentieth day of April, A.D., 1863, before me the subscriber, A. I. Fish, residing in the city of Philadelphia, a Commissioner for the State of New Jersey, duly commissioned and qualified by Executive authority, and having by virtue of the act of Assembly, in such case made and provided, full power and authority to administer an oath to any person who should be willing and desirous to make such oath before him in or concerning any 10 cause depending or to be brought in any of the Courts of the State of New Jersey, personally came John K. Gardner, of the city of Philadelphia, known to me to be the affiant whose signature is affixed to the foregoing affidavit, and having expressed his wish and desire to make oath in the cause stated in the caption of his affidavit, and the contents of said affidavit being by me first made known to him, and he being by me duly sworn according to law did depose and say, that the facts set forth in the foregoing affidavit so far as they 20 are stated of his own knowledge are true, and so far as they are stated upon information and belief he believes them to be true.

[L. s.] All of which I certify under my hand and official seal.

A. I. FISH,  
Commissioner for New Jersey.

*State of New Jersey,* } ss.  
*Essex County,*

William L. Anderson, being duly sworn, deposeth and saith, that he resides in the city of Trenton, in this State; that some time since, during the present year, desiring to ascertain the nature and amount of business done upon and across the Raritan and Delaware Bay Railroad, this deponent went to the pier, from which he was informed the line started, at the foot of Murray street, in the city of New York, to take his passage by said line to Philadelphia: he there saw a sign over the pier having on it, in large letters, "Raritan and Delaware Bay Railroad," and the names of various stations on the line of said road; that deponent inquired of a man who was attending to the freight on the pier, what time the Philadelphia line started, and was told by him at seven o'clock; that this deponent saw the freight going on board the steamer Thomas Collyer and inquired if that was the boat, and the man told deponent it was; that deponent went on the boat, saw several boxes and bales put on boat, directed to Philadelphia, Baltimore and Ohio; saw no ticket office on the pier, but after the boat started deponent went to the ticket office and asked for a ticket to Philadelphia; the man in the office said he only took the boat fare; deponent asked where he could get a ticket to Philadelphia, and was told by said agent that he, deponent, could get a ticket to Camden at Port Monmouth; deponent asked why he could not get one to Philadelphia; he was answered, "We only run to Camden." Deponent then asked if there would be extra charge for ferry; and the said agent answered, "We only take you to Camden." Deponent bought a ticket, for which he paid thirty cents, which had on it "Raritan and Delaware Bay Railroad; New York to Port Monmouth;" and stamped on the back, "R. & D. Bay Railroad," with the date. The boat arrived at Port Monmouth about half past eight o'clock. A train had apparently just arrived on the pier with passengers. They came on the boat, and the passengers on the boat got on the train and were taken to shore, and there took another train, which started about a quarter after nine o'clock. After starting, the conductor of the train came to deponent and deponent asked for a ticket

to Philadelphia. He said he would sell deponent a ticket to Camden. Deponent asked why not to Philadelphia. The said conductor answered: "I have no orders to do so." Deponent asked if there would be extra charge at the ferry; the conductor answered, "Unless you make some arrangement with the Camden and Atlantic Railroad." Deponent paid the fare, which was two dollars and twenty-five cents, and the conductor said he would give deponent a ticket with coupons. After the conductor got through the train, deponent went to him for his ticket, and received a ticket from 10 Port Monmouth to Philadelphia, having on it the words "Pt. Monmouth to Philadelphia. Good for one passage this day only, on presentation of this ticket with checks attached," and along the top, "Issued by S. W. and W. A. Torrey," and signed "S. W. and W. A. Torrey," at bottom. The coupons were for "Rar. & D. B. R. R., Pt. Monmouth to Atsion."—"Batsto Branch—Atsion to Jackson"—and "C. & Atl. R. R.—Jackson to Philadelphia," each coupon having the word Philadelphia printed across the end. The coupons for Rar. & D. B. R. R. and Batsto Branch were ta- 20 ken off by the conductor just before arriving at Jackson. At Jackson the engine was cut loose, and the cars were taken on the rear of a train on the Camden and Atlantic Railroad. The engine, which was cut loose, was then attached to the rear and assisted in getting the train under weigh, when it was again cut loose. The conductor of the Camden and Atlantic train came through before arriving at Camden and took up the tickets and issued ferry tickets. The one deponent received had on it "Camden & Atlantic R. R., Vine street Ferry," signed R. Fraser. Deponent crossed the 30 said ferry from the terminus of the said railroad to Vine street, in Philadelphia, immediately after arriving at said terminus, in a ferry boat there ready to receive the passengers by said cars in which deponent was transported, and was allowed to cross in said ferry boats by reason of the said last mentioned ticket so received by him as aforesaid.

And deponent says that there were other passengers besides himself who were thus carried from New York to Philadelphia on the occasion, and by the train and boats aforesaid.



And deponent further says, that a few days after the trip above mentioned, he again went to said pier at the foot of Murray street, in the city of New York, and saw there the steamboat Taminend loading with freight in the afternoon; many of the packages being directed to Philadelphia—several of which were particularly noted by deponent. And deponent says that he went on board of said boat, and saw that the deck was pretty well filled with freight—some marked and directed for Philadelphia—some for Cincinnati,  
 10 Ohio—some for Baltimore, Maryland. The boat left the wharf about five o'clock, and deponent, in conversation with one of the hands, was informed that there was about one car load of way freight, and seven car loads of through freight for Philadelphia. The boat arrived at Port Monmouth, where the freight was taken directly from the boat to the cars on the pier by means of hand trucks. Seven box cars were filled with the through freight, and one passenger car, added, made up the train. Deponent did not pay any fare on the boat, but was told by one of the men that the con-  
 20 ductor would collect it on the train. Deponent entered the passenger car, and the train started—after which the conductor came to deponent for his fare, and deponent informed him that he, deponent, had come from New York, and wanted to know the amount of the fare to Philadelphia. The conductor told deponent two dollars and a quarter, which deponent paid and asked for a ticket, but the conductor said deponent did not need a ticket, as he, the conductor, was going clear through. The said conductor showed deponent some cars which were on a side track, and marked "U. T.  
 30 Co." which he informed deponent were for the Union Transportation Company, and were for carrying freight from New York "over our road," was his expression, and through to the West by the Pennsylvania Railroad to Pittsburg and Fort Wayne. At Jackson there was a change of engines and conductors again, and deponent again received a ferry ticket as before, and crossed over the same ferry by virtue thereof, on the arrival of the train about nine o'clock the next morning after starting—when deponent crossed the ferry, the freight cars were left standing on a side track at  
 40 Camden, deponent being informed that the freight would

not be unloaded till afternoon. On both of said trips all the cars of the respective trains in which deponent was carried, except the engine and tender, went through from Port Monmouth to Camden.

A few days subsequent to the last named trip deponent again traveled by the same route from New York to Philadelphia, by the evening or freight line, and five cars were filled with through freight, mostly marked for Philadelphia—a number of parcels of which were particularly noted by deponent. On this occasion deponent waited to see the freight landed at Philadelphia, which it was by means of the steamer *Mariner*, being carried in said steamer from the freight pier in Camden to the Vine street pier in Philadelphia, about ten o'clock in the forenoon. Deponent then recognized the identical parcels of freight which he had noted at starting from New York. Deponent further says, that from the observations thus made by him, he is satisfied that a regular line exists by way of the Raritan and Delaware Bay Railroad and the Camden and Atlantic Road, via Jackson and Atsion, for the transportation of passengers and freight between New York and Philadelphia, through from city to city. <sup>10</sup> <sup>20</sup>

WM. L. ANDERSON.

Sworn and subscribed before me }  
at Newark, this 8th day of }  
June, 1863. }

T. P. RANNEY, *Master in Chancery of N. J.*

## IN CHANCERY OF NEW JERSEY.

|                                                                                                                  |   |
|------------------------------------------------------------------------------------------------------------------|---|
| Between                                                                                                          |   |
| THE DELAWARE AND RARITAN CANAL<br>AND CAMDEN AND AMBOY RAILROAD<br>AND TRANSPORTATION COMPANIES,                 | } |
| Complainants,                                                                                                    |   |
| AND                                                                                                              |   |
| THE CAMDEN AND ATLANTIC RAIL<br>ROAD COMPANY, AND RARITAN AND<br>DELAWARE BAY RAILROAD COMPA-<br>NY, and others, | } |
| Defendants.                                                                                                      |   |

On Bill, &amp;c.

It is ordered, that the complainants have leave to file a replication to the answers of the defendants in the above suit; and the complainants having presented a supplemental bill in the above suit, it is ordered that the same may be filed, and that the defendants show cause on the sixth day of July next, at ten o'clock in the forenoon, at Trenton, why an injunction shall not issue according to the prayer of such supplemental bill: and that the complainant cause a copy of said supplemental bill, and the affidavits thereto annexed, to be

10 served on the defendants, or their solicitors respectively, within five days from the date of this order, on motion of Joseph P. Bradley, Solicitor for the complainant.

Dated June 9th, 1863.

HENRY W. GREEN, *C.*



## IN CHANCERY OF NEW JERSEY.

|                                                                                                                   |               |                                       |
|-------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------|
| Between                                                                                                           |               |                                       |
| THE DELAWARE AND RARITAN CANAL<br>AND THE CAMDEN AND AMBOY RAIL-<br>ROAD AND TRANSPORTATION COMPA-<br>NIES,       | Complainants, | On Bill,<br>Supplemental<br>Bill, &c. |
| and                                                                                                               |               |                                       |
| THE CAMDEN AND ATLANTIC RAIL-<br>ROAD COMPANY, AND RARITAN AND<br>DELAWARE BAY RAILROAD COMPA-<br>NY, and others, | Defendants.   |                                       |

*City of Newark,* }  
*County of Essex,* } ss.

HORACE P. MANN, being duly sworn, deposeth and saith—that he resides in the city of Philadelphia, has been engaged in the Express business. On Tuesday, the ninth day of June instant, this deponent took a barrel of sugar to a freight office in the city of Philadelphia, situated on the Delaware River, on the third wharf above Arch street, that the said office exhibited a sign, entitled “Union Transportation Company; new freight line to New York, via. Raritan and Delaware Bay Railroad; to New York and other points;” which sign is stated from deponent’s recollection, 10 and may vary in immaterial words, but the above is the substance thereof, and also the words thereof according to the best of deponent’s recollection; that deponent applied at said office to have the said barrel of sugar transported to the city of New York, by the said line; and the same was received for that purpose by the attendants of said office, who gave this defendant a freight bill therefor, in the words following, that is to say: [“Philadelphia and Eastern Transportation Co., Geo. B. McCulloh, Freight Ag’t, Pier 128, N. Wharves, Phil.; John Buck, 28 N. R., foot of Murray 20 street—W. F. Griffiths, Jr., General Manager—Rec’d, Philadelphia, June 9th, 1863, of H. P. Mann, the following articles (contents unknown), to forward to New York via Cam-

den and Port Monmouth, subject to the conditions expressed on the back of this receipt ; marked, H. P. M.—for H. P. Mann ; New York—number and description of packages. One (1) Bbl. of Sugar, (Signed) W. L. Kitt, Receiving Clerk, 170 lb., Fr't 43c., p'd." ]

And this deponent prepaid the freight of said sugar, to wit : forty-three cents. Deponent, whilst at said office at the time aforesaid, saw the said barrel of sugar rolled on to the steamboat Fair Play, which was lying in the dock at  
 10 the time. Deponent inquired what time it could be in New York, and was informed that it would be there the next day. Deponent then asked about his own passage to New York, and was told by the persons in attendance at said office, that he could ascertain at Vine street wharf ; deponent then went to said office, and was informed by the ticket clerk that he could go to New York the next day, at nine o'clock in the forenoon, from Vine street wharf, and that he could only buy a ticket to Port Monmouth, and there take the boat, which left five times daily, for New  
 20 York ; that the line was a freight train with a passenger car attached. The next morning, Wednesday, the tenth instant, this deponent went to the office at Vine street wharf, alluded to in the said conversation, and asked for a ticket to New York, but was told that they would not sell me a ticket further than Port Monmouth, which I got, and paid for it two dollars and twenty-five cents. The ticket consisted of two parts or coupons, one for the Camden and Atlantic Railroad to the Junction at Atsion ; the other for the Raritan and Delaware Bay Railroad, from the Junction to  
 30 Port Monmouth. At nine o'clock in the forenoon of said tenth instant, deponent, being furnished with said ticket, and with a ferry ticket to Camden, which was gratis, crossed over to Camden in a ferry-boat there ready, and took the cars of said Raritan and Delaware Bay Railroad line, and at twenty minutes past nine the train started with seven freight cars and one passenger car ; the Camden and Atlantic portion of the ticket was taken up before arriving at Atsion, at which place the train arrived at five minutes before eleven.

At Atsion three other passengers got on the train for New York, with baggage. The baggage master asked them where they were going, and they said to New York. He replied, "All right this is the New York train, and you will get your baggage at New York." The conductor came through and punched all the tickets. He went to the passengers that got on at the Junction and sold them tickets to New York, and charged them two dollars and fifty-five cents each, giving them tickets from Atsion to New York. At Port Monmouth the passengers by the said train took the steamboat for New York, and arrived at New York at seven o'clock in the evening of the same day. The passengers by the said train had to wait for said boat at Port Monmouth about twenty minutes, the same not having arrived from New York when the train arrived. Deponent paid thirty-five cents fare on the said boat. And deponent further says that a number of other passengers got into said train for New York at various stations along said road, and went to New York in said steamboat. The said steamboat brought from New York nine car loads of passengers, whom deponent saw get into a return train, which the conductor told deponent, was destined for Long Branch that evening.

And deponent further says, that upon inquiring about his said freight, he was told by the conductor of the said train which carried deponent, that the freight would be taken to New York, in a regular freight boat, during the night, and would be ready for delivery early the next morning. Accordingly on Thursday morning at a quarter past nine, the eleventh instant, deponent went to the foot of Murry street, in New York, where he was informed the freight boat would be, and there received the said barrel of sugar, which was amongst a large quantity of freight by the same line, much of which was marked as coming from Philadelphia. Deponent further says, that according to all appearances, there is a line or lines of transportation both for freight and passengers, now being carried on between Philadelphia and New York by the route aforesaid; that through freight is undisguisedly carried by said line; and that as to passengers, whilst tickets are not to deponent's knowledge sold through from city to city in one ticket, yet the connections between



the steamboats running between Port Monmouth and New York and the said railroad are such as to form a complete line for passengers as well as freight through from city to city.

HORACE P. MANN.

Sworn and subscribed before me, }  
at Newark, this 13th day of }  
June, A. D. 1863.

S. S. MORRIS, *Master in Chancery.*

|          |
|----------|
| Revenue  |
| STAMP.   |
| 5 Cents. |

## IN CHANCERY OF NEW JERSEY.

Between  
THE DELAWARE AND RARITAN CANAL AND  
CAMDEN AND AMBOY RAILROAD AND  
TRANSPORTATION COMPANIES,  
Complainants.

AND

THE RARITAN AND DELAWARE BAY RAIL-  
ROAD COMPANY AND OTHERS,  
Defendants.

On Bill, &c.  
Answer filed July  
10, 1863.

The joint and several answer of "The Camden and Atlantic Railroad Company," John Broadhead, Joseph W. Cooper, Thomas McKeen, and Samuel Richards to the Supplemental Bill of Complaint of the Delaware and Raritan Canal, and Camden and Amboy Railroad and Transportation Companies, complainants, against these five defendants, and also, against "The Raritan and Delaware Bay Railroad Company," Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey, and John Torrey, Jr., six other defendants.

10

These defendants, now, and at all times hereafter, saving and reserving to themselves, all, and all manner of benefit and advantage of exception to the many errors and insufficiencies, in the complainants' said supplemental bill of complaint contained, for answer thereto, or to so much and such parts thereof as these defendants are advised material for them to make answer unto, they severally answer and say: That they admit it to be true, that the said complainants, at or about the times stated in their said supplemental bill, exhibited, in this honorable court, their original bill of complaint and amendment thereto, against these defendants, and said other defendants, containing, in substance, among other things, the several statements, charges and prayers, set forth in their supplemental bill; but, for greater certainty, as to the contents, true import, and meaning of the said original bill, and amendment thereto, these defendants beg leave to refer to the same, now on file in this honorable court.

20

And these defendants further answering admit, that there were annexed to the said original bill of complaint, in verification of the truth of the contents thereof, the affidavits of Robert F. Stockton, William Cook and John L. McKnight; that upon the filing of said original bill and affidavits, your honor made an order that the said defendants therein named, at the time, for that purpose, stated in said supplemental bill, should show cause why an injunction should not issue, according to the prayer of said original bill; and that at the  
 10 time, so appointed, all the said defendants appeared and put in their answers to the said original bill, in the manner stated in said supplemental bill; but as to the exact contents of said answers, and, especially, as to the contents of the answer of these defendants, thereto, they beg leave to refer to the same, now, also, on file in this honorable court.

And these defendants further answering, say, that although it may not have been the intention of the said complainants, in attempting to set forth, in their said supplemental bill, portions of the said answer of these defendants,  
 20 to make any unfair representations thereof, yet these defendants submit that, by bringing together, in a single paragraph, as they have done, short sentences of said answer, detached from their proper connexions and context, the said complainants have not, fairly presented the true import of said answer, in the particulars stated by them: these defendants, therefore, do not admit, but deny, that in their said answers, they made the declarations and statements, imputed to them, in the sense and connexions set forth in the said supplemental bill; on the contrary these defendants submit  
 30 that the true import of their said answer, in reference to the construction of the railroad of the said Camden and Atlantic Railroad Company, and the Atsion Branch thereof, and of the connection of that road, by means of said branch, with the railroad of the Raritan and Delaware Bay Railroad Company, so as to make a continuous railroad from Camden to Port-Monmouth, is, that neither in the construction, connection or use of said railway, nor in any agreements which had been entered into, between the said two railroad companies, would there be any infringement of the char-  
 40 tered rights or privileges of the complainants, even admit-



ting those rights and privileges to have the extent and validity claimed by the complainants; and that in the absence of proof, this honorable court would not presume that any illegal use would be made of said railroads, thus legitimate and proper, in themselves, simply, because they might be so used as to interfere with the exclusive privileges claimed by the complainants: so far, therefore, from these defendants admitting, either the validity, or alleged extent of those privileges, almost in the commencement of their said answer, in reference to the enactments under which those privileges were 10 claimed, these defendants expressly stated, that "whether the  
 "said complainants are entitled to enjoy, in consequence  
 "thereof, [referring to said enactments] the privileges, or to  
 "receive the tolls, in said acts granted to them, or to enjoy  
 "the privileges, whatever they may be, granted in the sec-  
 "ond section of the act passed March second, eighteen hun-  
 "dred and thirty-two, as therein particularly recited and re-  
 "ferred to, in support of their allegations in their said bill,  
 "these defendants do not admit, but deny the same, with the  
 "qualifications hereinafter set forth;" thus questioning, if 20  
 not denying, not only the extent, but, also, the validity of  
 the exclusive privileges, claimed by the said complainants,  
 in their original bill of complaint.

And these defendants, further answering admit that, upon the filing of their said answer, and the answer of the said other defendants, an order was made, by this honorable court, for taking further affidavits, and that the hearing of the said complainants' application, for the said injunction, was postponed until the twelfth day of August, then, next, (which was the twelfth of August last) and that such application 30  
 was then heard, by your honor, and, subsequently, denied; but these defendants do not admit that such denial was barely on the ground that the said answers denied all intention to interfere with the "rights" of the complainants, if, by their "rights," they mean the said exclusive privileges, of the character and to the extent claimed by them: on the contrary, these defendants respectfully submit, that the validity of such exclusive privileges, as well by the defendants counsel, in their arguments against, as by your honor, in your opinion refusing said injunction, was assumed 40

simply, because not then necessary to be determined upon ; and that the refusal of the injunction was based, among other reasons assigned, as well upon the grounds that the incorporation of the said Camden and Atlantic, and Raritan and Delaware Bay Railroad Companies, was no violation of any contract of the State of New Jersey with the complainants, that said companies had an undoubted right to make and connect their railroads as they had made, and were then making and connecting them, by means of said Atsion  
 10 Branch, and that there were legitimate purposes for which said roads, when connected, could be used, without any violation of the supposed exclusive privileges of the complainants, as well as upon the defendants' denial to interfere with the "rights" of the complainants : but their validity, and, if valid, their proper limits, were, wisely, left for future consideration—not then being necessary to be determined—as by reference to the written opinion of your honor, will more fully and accurately appear.

And these defendants, further answering, admit that since  
 20 the said hearing before your honor, the said Raritan and Delaware Bay Railroad Company have completed their railroad from Port-Monmouth to Atsion, and that the said branch railroad has, also, been completed, from the Camden and Atlantic Railroad, to Atsion, thereby forming a continuous line of railway from Camden to Port-Monmouth ; but these defendants deny, that they, or any of them, have made arrangements, by contract or otherwise, with said other defendants, or any of them, or with any other person or persons, for continuing said line of railway, by means of steam-  
 30 boats, or otherwise, between Port-Monmouth and the city of New York, and between Camden and Philadelphia, so as to form a complete line of travel and transportation, over the said line of railway, between the cities of New York and Philadelphia ; and—respectfully submitting that, in their answer to said original bill, they neither made nor gave any pledge not to establish any such line of travel or transportation,—these defendants, also, deny that they, or any of them, have, with said other defendants, or any of them, or with any other person or persons, established any such line of  
 40 travel or transportation, or, are engaged in any such trans-

portation between said cities : on the contrary, these defendants aver the truth to be, that the only contracts or agreements, which they, or any of them, have made or entered into with said other defendants, or any of them, touching the travel or transportation upon or over the said connected line of railway, are those several contracts or agreements annexed to the answer of these defendants to said original bill of complaint, and which have, therefore, in the said hearing, before your honor, received the consideration of this honorable court : and as to the alleged continuations of the 10 said connected line of railway, either from its easterly terminus, at Port-Monmouth, to the city of New York, or from its westerly terminus, at Camden, to the city of Philadelphia, the only arrangement of any kind, which has been made, by these defendants or any of them, is an arrangement which was made about nine years ago, between the Camden and Atlantic Railroad Company (one of these defendants) with the Cooper's Point and Philadelphia Ferry Company—a corporation entirely independent of said railroad company, owning the ferry, at Camden where the said railroad has its 20 terminus—to the effect that the said ferry company, should carry the passengers of said railroad company, across the Delaware, to and from Philadelphia, for three cents each ; which arrangement has ever since been continued as it was then made, without alteration, is confined strictly to passengers, without reference to freight, and was made before the Raritan and Delaware Bay Railroad companies' railroad was located, and without reference to any connection with it.

And these defendants, further answering, deny that they, or any of them, either in connection with said other defend- 30 ants, or any of them, are using the name, or names, or designation of any other persons or parties, or are combining with any other persons or parties, under any name or designation, for the purpose of carrying on a freighting or transportation business, between the cities of New York and Philadelphia, either covertly, or in evasion, or violation of any of the rights or privileges of the said complainants ; but these defendants admit that they have understood and believe, that the said Raritan and Delaware Bay Railroad Company—acting as these defendants have been informed and believe, 40



under some supposed authority given to or conferred upon that company, in or by the aforesaid contracts or agreements annexed to the said answer of these defendants—made, or entered into an article of agreement, with some joint stock company, or partnership association, called “the Philadelphia and Eastern Transportation Company,” for the transportation of merchandize over the said connected line of railway, to and from Camden to Port Monmouth, upon the terms and conditions, and for the freight or compensation set forth and contained in said article of agreement—a copy of which as furnished to these defendants, or some of them, these defendants, for greater certainty, annex hereto:—but these defendants aver that neither they nor any of them, are a party to said article of agreement; that it was made and entered into, by the said parties thereto, without any previous consultation with the said Camden and Atlantic Railroad Company, concerning it, and without any participation on their part therein; and that upon its existence being brought to the knowledge of the said Camden and Atlantic Railroad Company, they denied the authority of the said Raritan and Delaware Bay Railroad Company, to commit, or bind them by any such contract, and refused to sanction or confirm the said article of agreement; and although the said Raritan and Delaware Bay Railroad Company, being in the common use of said connected line of railway, with the said Camden and Atlantic Railroad Company, as hereinafter stated, carried, or procured to be carried, or suffered the said Philadelphia and Eastern Transportation Company to carry, some considerable amount of merchandize over said connected line of railway, under said article of agreement, amounting in the aggregate to about eight thousand four hundred and thirty-five tons, yet such transportation was against the wishes of the said Camden and Atlantic Railroad Company, who after fruitlessly endeavoring to procure the said Raritan and Delaware Bay Railroad Company, and said Philadelphia and Eastern Transportation Company to desist therefrom, finally, on the twenty-sixth day of May last, caused a written notice to be served on each of the said last mentioned companies, to the effect, that after the close of said month of May, no more merchandize would be permitted to be carried, under said

agreement, over the railroad of the said Camden and Atlantic Railroad Company, between Camden and Atsion ; since which in pursuance of such notice, all such transportation has ceased.

And these defendants further answering say, that if it be true, as charged by the complainants, in their said supplemental bill, that one or more steamboats are regularly plying, between New York and Port-Monmouth, in connection with the trains of cars which run over said connected line of railway, they so ply without any contract or arrangement 10 between them, or their owners, or persons having their control, with these defendants, or any of them and for which these defendants are no more liable than they are for the conduct of any other person or persons, who navigate the public waters of, or adjacent to this State, and in the prosecution of their business, carry passengers and merchandize, therefrom, to New York, and other places.

And these defendants, further answering say, they believe that the said Philadelphia and Eastern Transportation Company, are a partnership association of forwarding merchants, 20 composed of several persons, most of whose names are unknown to these defendants, and they have understood and believe that they are the same persons who formerly conducted their said forwarding business, in the name of the Union Transportation Company ; that the Importers and Traders' Dispatch Company are also a partnership association of persons, whose names are mostly unknown to these defendants, and are, also, engaged in the forwarding business ; that those two firms of forwarding merchants, have offices, or places for the reception and delivery of freight, or mer- 30 chandize at the several places mentioned, for that purpose, in said supplemental bill, from which they ship goods, received by them for that purpose, to New York, Philadelphia and other places ; except that the said Importers and Traders' Dispatch Company has no such place of business at Pier No. 28, North River ; but these defendants aver that the said Camden and Atlantic Railroad Company have no contracts or agreements, of any kind, with either of those firms, and never have had, or any connexion with their several places of business ; nor do these defendants know in what 40

particular mode, or under what particular contracts, or agreements those firms solicit or procure such goods for shipment, except so far as the same may be procured or solicited under the aforesaid agreement between the said Philadelphia and Eastern Transportation, and the said Raritan and Delaware Bay Railroad Companies.

And these defendants, further answering, admit that the said Camden and Atlantic Railroad Company, have, and do receive any goods which the said firms, or any other firms or  
 10 persons deliver at their depot, in the city of Camden, for shipment over said connected line of railway, without regard from what places, or in what way they may have been brought there; and for the agreed freight, they transport such goods over said line, delivering them at Port-Monmouth, or any intermediate place of delivery, according to the direction of the shipper, without regard to what place or places, they are to be removed, if at all, from such place of delivery; and, in like manner, so far as these defendants know, the said Raritan and Delaware Bay Railroad Company have,  
 20 and do receive all goods, delivered for shipment over said connected line of railway, at Port-Monmouth, and for the agreed freight, they deliver them at Camden, or any intermediate place of delivery, without regard from what places such goods may have come, or to what places they are to be removed if at all, after such delivery; and these defendants respectfully submit, that such business over said connected line of railway, is not only legitimate and proper, but that said companies, as common carriers are bound thus to receive and transport all goods thus delivered to them for  
 30 transportation; and these defendants, also, submit that such transportation is no infringement upon, or violation of the rights and privileges of the complainants, although the said railroad companies may know that upon the delivery of any such goods, either at Port-Monmouth or Camden, they will be taken, in steamboats or other vessels, to New York or Philadelphia, or any other ultimate place of consignment.

And these defendants, further answering, deny that either the said Philadelphia and Eastern Transportation Company, or the said Importers and Traders Dispatch Company, or  
 40 any other firms, or persons, for whom the said Camden and



Atlantic Railroad Company carry goods over said connected line of railway, are, in any sense, the agents of that company, or, that any other relation exists between them and that company, than the necessary one, between common carriers and their customers, of bailor and bailee, for hire.

And these defendants, further answering, as to the passengers carried over said connected line of railway, say that the said Camden and Atlantic Railroad Company, at their proper ticket offices, both at Camden and in Philadelphia, sell passenger tickets, for passage over said railway from Camden to Port-Monmouth, or any intermediate station, to any persons who apply for them, without regard to their domicils, or from what places they have come, or to what places they are going, after having arrived at Port-Monmouth, or any intermediate station, and they carry such persons, to the stations designated by such engagement, and leave them there to take what other direction they please; and, in like manner, so far as these defendants know, the said Raritan and Delaware Bay Railroad Company, sell passenger tickets, at their ticket offices, for passage over said railway from Port-Monmouth to Camden, or any intermediate station, to any persons who apply for them, without regard to their domicils, or from what places they have come, or to what places they are going after having arrived at the places designated by such engagement, and they leave them there to take what other direction they please: that the passenger tickets, thus sold, by said companies, respectively, differ in substance, only in this,—that those sold by the Camden and Atlantic Railroad Company, designate Camden, as the starting point, and Port-Monmouth as the terminus, while those sold by the Raritan and Delaware Bay Railroad Company, designate Port-Monmouth, as the starting point, and Philadelphia as the terminus; but the passengers, procuring such tickets from either company, have the right to cross the Delaware river, to or from the railroad, at Camden, without further charge to them, under the aforesaid arrangement with the said ferry company, to carry the railroad passengers over their ferry for three cents each: and these defendants respectfully submit that such travel over said railway, is not only legitimate and proper, but that said companies, 40

as common carriers, are bound thus to carry all such persons, applying for passage over said railway.

- And these defendants, further answering, say, that the railroads of the said two defendant companies, to their said point of connection, are owned by them, separately and not jointly, and so, also, are the engines, cars and other rolling stock, performing the above mentioned travel and transportation thereon; that the trains started from either terminus, except the engines, continue over the entire route, without
- 10 change, but at the connection the engines, engineers, and conductors are changed;—that the sales of passenger tickets, and the receipts and discharges of freight, are made, by each company, separately, for the entire route, as herein above stated; but each train, while running, whether it be the actual property of the one company or the other, is in the conduct of the company, on whose part of said railway it is, at the time of running; and that the said rolling stock and proceeds of said business, are apportioned in the ratio of the length of railroad, owned by each of said companies.
- 20 And these defendants, further answering, say that the said connected line of railway has its westerly terminus, as aforesaid, in the Delaware river, at Camden, and its easterly terminus, in the Raritan Bay, at Port-Monmouth; that the said river and bay, at said termini, are public rivers or arms of the sea, which all persons, in prosecuting a lawful commerce, may navigate, and—ascertaining the times of the arrival and departure of the trains of cars, plying over said connected line of railway—as these defendants respectfully submit, may lawfully stop at said termini, and land or deliver, there, any passengers or merchandize, or may carry
- 30 or transport, therefrom, any passengers or merchandize which may have been landed or delivered there, from said cars; and they, also, submit, that neither the carrying and transporting of such passengers and merchandize, by said defendant companies, to, and landing or delivering them at said termini, as aforesaid, nor their further carriage or transportation, therefrom, by other persons, as aforesaid, is any infringement upon, or violation of the chartered rights or privileges of the said complainants: and these defendants
- 40 do, also, further respectfully submit that if such travel and

transportation of passengers and merchandize, on said connected line of railway, and their further travel and transportation, beyond the termini thereof, as aforesaid, can, or should be construed to be an infringement upon or violation of any of the said exclusive privileges granted to, conferred upon, or otherwise vested in the said complainants, by certain acts and parts of acts of the legislature of New Jersey, mentioned in and referred to by them in their said original and supplemental bills of complaint, or by said acts, attempted, to be granted to, conferred upon, or otherwise 10 vested in them, that then all such acts and parts of acts, so far forth as they attempt to so grant, confer, or otherwise vest in said complainants, such exclusive privileges, are unconstitutional and void.

And these defendants further answering, say that the city of New York lies, about, in a northeast direction from the city of Philadelphia; that the railroad contemplated and authorized by the act incorporating the said Camden and Amboy Railroad and Transportation Company, was intended to run, and has been located, as nearly as may be, in that 20 direction from Camden, opposite Philadelphia, to South Amboy, on  $\frac{1}{2}$  Raritan Bay, from which place, the line of that company is continued, by steamboats, to New York, making the whole distance from the city of Philadelphia to New York, about ninety miles; that the line of the said connected railway, runs, first, from Camden, in about a southeast direction nineteen miles, to the Atsion branch; thence, by it, nearly east nine miles to Atsion, and thence, nearly parallel with the said railroad of the Camden and Amboy Railroad and Transportation Company, sixty-five 30 miles to Port-Monmouth on Raritan Bay, which lies in a straight line, about thirteen miles, easterly, from South Amboy, and nearly south, about twenty miles from New York, making, the whole of said connected line of railway, ninety-three miles; and if, by steamboats from either end of said connected line of railway, it should be made the part of a continuous line, between the cities of New York and Philadelphia, the entire route would be one hundred and fourteen miles; these defendants, therefore, respectfully, submit that said connected line of railway, not only has not been used 40



as aforesaid, "for the transportation of passengers or merchandize between the cities of New York and Philadelphia, or to compete in business with the railroad authorized by the act," incorporating the said Camden and Amboy Railroad and Transportation Company, according to the true intent and meaning of the supplement thereto; passed the second day of March eighteen hundred and thirty-two, (if said supplement be now in force) or if any other act or acts mentioned and referred to, by said complainants, in their  
 10 said original and supplemental bills of complaint, but that the location of the said connected line of railway, is such, that it cannot be so used.

And these defendants, further answering say, that the only way business in which the said Camden and Atlantic Railroad Company, is now, or has been engaged over the said connected line of railway, other than the business herein before stated, is that of carrying and transporting passengers and merchandize, to and from stations and places, along said line, between the aforesaid termini thereof; and  
 20 these defendants, respectfully, submit that such way business, is no violation of any of the said complainants rights and privileges.

And these defendants, further answering, deny, all the acts and charges made against them, or any or them, by the said complainants in their said supplemental bill of complaint, to the effect that these defendants, or any of them, have entered into any combination, or resorted to any contrivance, trick or concealment to injure the complainants, or to violate, avoid or evade their legal rights or privileges; on the  
 30 contrary these defendants aver the truth to be, that all their acts, touching and concerning the establishment of the said connected line of railway, and the carrying and transportation of passengers and merchandize thereon, have been bona fide, and under the conviction that they were lawful and proper.

And these defendants, further answering say, that they have no knowledge or information of any other contracts, agreements or arrangements made or entered into by defendants in said supplemental bill mentioned, or any of them, touching  
 40 ing or concerning the travel or transportation over said con-

needed line of railway, or touching or concerning steamboats or other vessels, carrying or transporting passengers or merchandize from the termini thereof, than those herein before mentioned.

And these defendants, further answering, deny that they, or any of them, personally or by counsel, or otherwise, in the month of January or February last, or at any other time, appeared before a committee of the House of Representatives of the United States, and applied for an act of the Congress of the United States, that should create the said 10 connected line of railway, including the ferry between Camden and Philadelphia, and the steamboat route between Port-Monmouth and New York a post-road, and public highway of the United States, either upon the grounds stated by the said complainants in their said supplemental bill, or any other grounds, or made any allegations or statements to such committee touching said connected line of railway or route, or appeared before the said committee for such or any other purpose; on the contrary, these defendants, had no knowledge or information touching any such application to Congress until since the filing of said supplemental bill of complaint. 20

And these defendants further answering say that the connection by means of the said Atsion branch, between the railroads of the said Camden and Atlantic, and the Raritan and Delaware Bay railroad companies was completed on, or about the first day of September, eighteen hundred and sixty-two, and they annex, hereto, a tabular statement, of all the travel and transportation, which has since been done over the said connected line of railway—except the carriage 30 of soldiers, and munitions of war, hereinafter stated—from which it appears that the whole number of passenger tickets sold to passengers, from Camden to Port-Monmouth, for the ten months ending on the thirtieth day of June last, is seventy and a half, for the sum of one hundred and fifty-eight dollars and sixty-two cents; and that the whole number of passenger tickets sold to passengers, from Port-Monmouth to Camden or Philadelphia, for the first nine months of that period of time, is twenty-eight for the sum of sixty-three dollars; but these defendants do not know, and have no means of 40

ascertaining, what number of the persons who purchased those tickets, went either from Philadelphia or Camden through to New York; nor, what portion of them came either from New York or Port-Monmouth through to Philadelphia—from which it, also, appears, that the whole number of tons of merchandize during the same period of ten months, shipped from Camden to Port-Monmouth, over said line, is four thousand eight hundred and fifty tons; that the whole number of tons of merchandize, during the like period, shipped  
 10 from Port-Monmouth to Camden, over said line, is six thousand and seventy-six tons; and that the aggregate freight charged, therefore, is the sum of thirty thousand four hundred and thirty-two dollars and seventy-one cents; but these defendants do not know, and have no means of ascertaining, what portion of such merchandize came first from New York to Port Monmouth, and from thence to Philadelphia, nor what portion of said merchandize went first from Philadelphia to Camden and from thence through to New York.

And these defendants, further answering, say that, under  
 20 the orders and directions of the Government of the United States, in addition to the travel and transportation above stated, there have been carried over said connected line of railway, in their transit between the said city of New York and the city of Baltimore, in the State of Maryland, certain soldiers, horses and munitions of war; but the said orders and directions therefor have been given to, and the accounts thereof kept, by the said Raritan and Delaware Bay Railroad Company, or some of their officers or agents, and not furnished to the said Camden and Atlantic Railroad Com-  
 30 pany since a settlement therefor, on the twenty-fourth day of October last—a summary of which settlement is hereto annexed, exhibiting the amount of such travel and transportation, and the compensation charged or received therefor up to that time; that since said settlement, other soldiers, horses and munitions of war have been thus carried, but these defendants are unable to state the amount; that such carriage of soldiers, horses and munitions of war has been over the several links in the route of travel between said cities of New York and Baltimore—including said connected  
 40 line of railway—and a ratable compensation therefor paid



or secured by the Government of the United States to the respective owners of said several links, separately ; and that in such apportionment of compensation, the said Camden and Atlantic Railroad Company has had, and is to have apportioned to them, only such part of the whole compensation as the length of their railroad, from Camden to the aforesaid connection with the Raritan and Delaware Bay Railroad, bears to the whole distance between the said cities of New York and Baltimore.

And these defendants, further answering, say, that it appears, and is stated by the said complainants in their said supplemental bill of complaint, that the said Raritan and Delaware Bay Railroad Company, one of the defendants mentioned therein, had made and entered into a contract with the said Philadelphia and Eastern Transportation Company for the transportation of freight between Camden and Port-Monmouth, with a view of and in connexion with other arrangements or agreements for the employment of steamboats, to continue and complete a line of travel and transportation between the cities of Philadelphia and New York, and they pray that such contract may be declared void, as in and by said supplemental bill more fully appears ; and the truth is, that a contract of similar import, in whole or in part, at least, was made by said Raritan and Delaware Bay Railroad Company, with said Philadelphia and Eastern Transportation Company, a copy of which is annexed to this answer, as aforesaid ; these defendants, therefore, respectfully submit that the said Philadelphia and Eastern Transportation Company are a necessary party, defendant, to said supplemental bill ; and these defendants pray that they may have the same benefit and advantage of exception thereto, for want of proper parties, as if they, these defendants, had demurred or pleaded thereto, and averred in support of such demurrer or plea, that the said Philadelphia and Eastern Transportation Company were a necessary party defendant to said supplemental bill.

And these defendants deny all unlawful combination and confederacy in the said supplemental bill of complaint charged, without this, that any other matter or thing, material for these defendants to answer unto, and not herein

and hereby, well and sufficiently answered, confessed or avoided, traversed or denied, is true to the knowledge or belief of these defendants. All which matters and things these defendants are ready to aver, maintain and prove, as this honorable Court shall direct; and they pray to be hence dismissed, with their reasonable costs and charges in this behalf most wrongfully sustained.

T. P. CARPENTER,

*Sol. and of Counsel for Defendants.*

A. BROWNING,

*Of Counsel.*

The above answer of "The Camden and Atlantic Railroad Company," one of the defendants mentioned therein, is, hereby made, and the truth of the facts and averments, contained therein, verified under the common seal of said company, which they have, for that purpose, caused to be hereunto affixed, and attested by their President and Secretary, this ninth day of July, in the year of our Lord one thousand eight hundred and sixty-three.

Attest,

JOHN BROADHEAD,

*President.*

ROBT. FRAZER,

*Secretary.*

[L. s.] 10

STATE OF NEW JERSEY, }  
CAMDEN COUNTY, } ss.

John Broadhead and Thomas McKeen, two of the defendants mentioned in the above answer, being duly sworn, and Joseph W. Cooper, one other of said defendants being duly affirmed, he first alleging himself to be conscientiously scrupulous of taking an oath, on their said solemn oath and affirmation severally, say, that the acts, matters and things set forth and contained in said answer, so far as they relate to their own acts and deeds, are true, and that so far as they relate to the acts and deeds of others, they, these deponents, believe them to be true. 20

Sworn, affirmed and subscribed at  
Camden, this ninth day of July,  
A. D. 1863, before me, one of the  
Masters in Chancery of New Jersey.

PETER L. VOORHEES,  
M. C. C.

JOHN BROADHEAD,  
THOS. McKEEN,  
JOSEPH W. COOPER



STATE OF NEW JERSEY, } ss.  
 CAMDEN COUNTY, }

Samuel Richards, one of the defendants mentioned in the above answer, maketh oath, and saith, That the acts, matters and things, set forth and contained in said answer, so far as they relate to his own acts and deeds, are true; and that so far as they relate to the acts and deeds of others, he, this deponent, believes them to be true.

10 Sworn and subscribed at Camden,  
 this tenth day of July, A. D.  
 1863, before me one of the Mas-  
 ters in Chancery of New Jersey. } SAM'L RICHARDS.  
 PETER L. VOORHEES,  
 M. C. C. }

*Copy of Agreement between the R. and D. B. R. R. Co.,  
 and the C. and A. R. R. Co., referred to in the above  
 answer.*

ARTICLES OF AGREEMENT, made and entered into this twen-  
 20 tieth day of December, in the year of our Lord one thousand  
 eight hundred and sixty-two, between the Raritan and Del-  
 aware Bay Railroad Company, a corporation of the State of  
 New Jersey, of the first part, and the Philadelphia and East-  
 ern Transportation Company, acting by its authorized agent  
 and representative William Thaw, party of the second part.

1. The party of the first part, in consideration of the cov-  
 enants and agreements hereinafter mentioned, and of one  
 dollar to the said party of the first part, paid by the said par-  
 ty of the second part, the receipt of which is hereby ac-  
 30 knowledged, agree to transport, or cause to be transported  
 and carried, without unnecessary delay, over the said rail-  
 road of the said party of the first part, and the Camden and  
 Atlantic Railroad between Camden and Atsion, all cars, lo-  
 comotives, trucks, merchandise and freight of any and every  
 description usually transported by railroad which the party  
 of the second part shall cause to be delivered to the party of  
 the first part, on the wharf, or in the cars on the ferry boat

at Camden, and on board of the boat at the pier at Port Monmouth.

2. And the party of the first part further agrees to transport, as aforesaid, for said party of the second part, all of their fast and express freight by their passenger trains to the extent of the ability of the party of the first part, and the custom of other roads at double the rates provided to be paid and received for other freight as provided in the next clause of this agreement.

3. And the party of the second part, in consideration of 10 the premises, and of one dollar to them paid, the receipt of which is hereby acknowledged, agree to pay monthly to the party of the first part, for the transportation and carrying aforesaid, the following rates between Camden and Port Monmouth in the through classification now in use on the Pennsylvania railroad :

Two dollars and ten cents per ton on first class freight.

One dollar and fifty cents per ton on third class freight.

One dollar and twenty cents per ton on fourth class freight.

4. And the party of the second part further agrees to fur- 20  
nish and supply to the party of the first part for the purposes aforesaid, for the business of the party of the second part, all cars which shall be necessary to enable the party of the first part to carry out this agreement. And the party of the first part agrees to pay to the party of the second part, for the use of such cars so furnished, a rental of one-third of a cent per ton per mile of freight so carried, which sum shall include all wear and tear and damages to them by accident, not the result of carelessness or defects in road or locomotives of the party of the first part, and also all expenses of 30 repairs.

5. And it is agreed between the parties that the party of the first part shall not be responsible for any damages to the party of the second part, in case the Courts of New Jersey or of the United States shall prevent the transportation and carrying aforesaid, nor shall the party of the second part be responsible for any damages which the party of the first part may sustain by reason of the want of legal ability of the parties to this agreement to carry out its provisions.

6. And it is mutually agreed by and between the parties 40

to these presents, that should legal proceedings be taken by any parties calling in question the right of the party of the first part to fulfil these presents; and should the party of the first part be prevented from fulfilling the same from such cause, the said party of the first part shall not be liable for damages to the party of the second part, but the party of the second part shall have the option of declaring these presents void—provided, nevertheless, that this agreement shall not be declared void, as aforesaid, until the legal questions involved shall have been fully settled by a decree in the Courts of last resort in New Jersey, and of the Supreme Court of the United States. But in case such final decision shall be adverse, then this agreement shall be void from that date.

7. And the party of the first part further agrees to and with the party of the second part, that the entire business of transporting freight of any and every description whatsoever on the lines of railway aforesaid, between Camden and Port Monmouth, shall be enjoyed and transacted for the benefit of the party of the second part upon the terms and conditions as to rates, &c., herein provided for; provided, however, that there shall be excepted from this agreement the local or wayside trade originating upon or consigned to points on the line of the said railways between Port Monmouth and Camden, and also the traffic in coal, and also the business which may be received from the Pennsylvania Railroad Company which may be done by the party of the first part, but so as not to interfere with the business herein provided for.

8. And the party of the second part further undertakes and agrees and binds itself to the party of the first part, that they will furnish for transportation over said lines of railway, exclusively, all freight of whatsoever kind or description which they may or can receive, control or influence, or which may or can be received, controlled, or influenced by either of the individuals at present constituting the said Philadelphia and Eastern Transportation Company, for transportation into, through, across, or beyond the State of New Jersey.

9. And the party of the first part agrees that they will



transfer all freight and merchandize to and from the cars and boats at Port Monmouth, at their own expense, and will allow and pay to the party of the second part three cents per ton for loading and unloading the boat or boats at the pier in New York city.

10. And it is further agreed that should there be any unnecessary delay in transferring at Port Monmouth, the party of the second part may, on giving ten days' notice, and the delay not being remedied, have the option to transfer all of their freight at Port Monmouth, between boats and cars, 10 and the party of the first part will pay to them for so doing, fifteen cents per ton for said service.

11. And the party of the first part, by these presents, constitutes and appoints the party of the second part, its exclusive agent, at the expense of the party of the second part, with ample power to contract for transportation of freight over said lines of railway between Camden and Port Monmouth, provided the same shall not be at lower rates than is herein provided, and the party of the second part undertakes in good faith to exert its utmost influence, and to secure the influence of each individual at present composing the Philadelphia and Eastern Transportation Company aforesaid, to procure freight over the said lines of railway. 20

12. This agreement shall continue in force for ten years from the first day of January, eighteen hundred and sixty-three; and in case of interruption of the traffic by legal proceedings as much longer as may be necessary to give to the party of the second part ten years' use of the road in the aggregate, unless this agreement shall become void on the condition expressed in the sixth article of this agreement. 30

13. And the party of the first part further agrees that they will grant, and assign to the party of the second part, all rights, privileges, contracts, and agreements made with and received from the Camden and Atlantic Railroad Company, so far as the same shall be necessary to enable the party of the second part to enjoy the provisions of this agreement, and the party of the first part will give the party of the second part all facilities in this behalf, which they may hereafter obtain from the said Camden and Atlantic 40

Railroad Company during the continuence of this agreement, and will and hereby do give, grant, and assign to said party of the second, power to enter upon and manage said Camden and Atlantic Railroad by virtue of any contracts which the party of the first part now possess or hereafter may possess by virtue thereof, or in any other way in all respects and for all purposes as the party of the first part could do if these presents were not made; hereby constituting and appointing the said party of the second part the lawful attorney  
 10 of the party of the first part, to do and perform all of the acts hereby agreed to be done in the last mentioned article of this agreement.

14. And the party of the first part agrees that it will make no contracts and perform no acts which in any manner can tend to impair the right of or prevent the full enjoyment of these presents to the party of the second part.

15. And it is mutually agreed by the parties hereto, that the agreement and supplemental agreement between the party of the first part and the Camden and Atlantic Railroad  
 20 Company, bearing date respectively October 25th, 1861, and February 15th, 1862, shall be held by Theodore Cuyler and Henry M. Alexander, for the mutual benefit of both parties hereto.

16. And the party of the first part further agrees that in case these articles of agreement shall at any time during the continuance thereof in the judgment of the President of the Pennsylvania Railroad Company, for the time being, be obstructed or delayed, or shall not in good faith be carried out according to the true intent and meaning thereof, then and  
 30 in that case the party of the second part shall have the right to enter upon, take possession of and manage the railroad of the party of the first part, and of all its appurtenances, and become possessed of all rights, contracts, and advantages necessary for connections with other roads, of boats, cars, rolling stock, locomotives, and all other appliances to enable the party of the second part thoroughly, exclusively, and without obstacle, to manage and operate the said road of the party of the first part, but in such manner as not unnecessarily to interfere with other business of the said party of the  
 40 first part, and the party of the first part will, without suit or

delay, give up the management of their said road and connections, and perform in good faith all of this agreement.

And in order more fully to carry out this agreement, the party of the first part doth hereby constitute and appoint the party of the second part, and such person or persons as the said party of the second part shall substitute their true and lawful attorneys irrevocable, for and in the name of the party of the first part, to do all lawful acts necessary to be done to carry out this provision of these articles of agreement, and to authorize and empower such party of the second part, and 10 their substitutes, as aforesaid, to consent to any proceedings being entered in any court of competent jurisdiction, either of law or equity, and to consent to the entry of any degree or judgment for a specific performance of this provision of these articles of agreement, given to the party of the second part the management and operating of the railroad of the party of the first part, and its connections under its contract, including the rights acquired in the Camden and Atlantic Railroad, hereby releasing and waiving all errors and all right to any appeal, review or stay of proceedings. 20

And it is further agreed, that the parties of the first part shall have the privilege at any time to purchase of the party the second part, for cash, any or all of the cars furnished by them under this agreement. And if the parties cannot agree as to the price to be paid for the said cars, the same shall be appraised by two appraisers, one to be chosen by each, and they to choose a third if they cannot agree.

In witness whereof the party of the first part has caused these presents to be signed by their president, and their common seal to be affixed hereto. And the party of the second part has caused the same to be signed and sealed by William 30 Thaw, their authorized agent.

Signed and sealed,

(Signed) S. W. TORREY,  
Pres. R. & D. B. R. R. Co.

(Signed) WILLIAM THAW,  
Pres. P. & E. Transpn. Co.

Witnesses to the signature }  
of Wm. THAW, }

(Signed) ROBT. W. SMITH.



*A Tabular Statement of Travel and Transportation, between Camden and Port-Monmouth, from Sep. 1st, 1862, to June 30th, 1863.*

| 1862.                      |                                    | TRAVEL. |                   |  |  | D. C. |    |
|----------------------------|------------------------------------|---------|-------------------|--|--|-------|----|
| September,                 | From Camden to Port-Monmouth, sold | 0       | tickets for       |  |  | 0     | 00 |
| October,                   | " do " do                          | " 14    | " "               |  |  | 31    | 50 |
| November,                  | " do " do                          | " 20    | " "               |  |  | 45    | 00 |
| December,                  | " do " do                          | " 1     | " "               |  |  | 2     | 25 |
| 1863.                      |                                    |         |                   |  |  |       |    |
| January,                   | " do " do                          | " 7     | " "               |  |  | 15    | 75 |
| February,                  | " do " do                          | " 1     | " "               |  |  | 2     | 25 |
| March,                     | " do " do                          | " 8½    | " "               |  |  | 19    | 12 |
| 10 April,                  | " do " do                          | " 5     | " "               |  |  | 11    | 25 |
| May,                       | " do " do                          | " 2     | " "               |  |  | 4     | 50 |
| June,                      | " do " do                          | " 12    | " "               |  |  | 27    | 00 |
| Making a total for 10 mos. |                                    | 70½     |                   |  |  | 158   | 62 |
| 1862.                      |                                    |         |                   |  |  | D. C. |    |
| Sep. Oct. & Nov.           | From Port-Monmouth to Camden sold  | 0       | tickets for       |  |  | 0     | 00 |
| December,                  | " do " " "                         | " 7     | " "               |  |  | 15    | 75 |
| 1863.                      |                                    |         |                   |  |  |       |    |
| January,                   | " do " " "                         | " 11    | " "               |  |  | 24    | 75 |
| February,                  | " do " " "                         | " 1     | " "               |  |  | 2     | 25 |
| March,                     | " do " " "                         | " 4     | " "               |  |  | 9     | 00 |
| 20 April,                  | " do " " "                         | " 0     | " "               |  |  | 0     | 00 |
| May,                       | " do " " "                         | " 5     | " "               |  |  | 11    | 25 |
| June,                      | " do " " "                         | "       | no account rec'd. |  |  |       |    |
| Making a total for 9 mos.  |                                    | 28      |                   |  |  | 63    | 00 |

TRANSPORTATION.

FROM SEP. 1, 1862, to JUNE 30, 1863.

|                           |                                  | D. C.  |    |
|---------------------------|----------------------------------|--------|----|
| From Cam. to P. Monmouth, | 10,864,418 lbs. or 4850 tons for | 10,563 | 43 |
| " P. Monmouth to Cam.     | 13,609,454 " " 6076 "            | 19,869 | 22 |
| Making,                   | 24,468,872 10,926                | 30,432 | 71 |

*A summary of the settlement for the carriage of Soldiers, Horses and Munitions of War, between New York and Baltimore, via. the Raritan and Delaware Bay and Camden and Atlantic railroads, from Sep. 11, 1862, to Oct. 24, 1862.*

|                                                                                                  |                      |           |    |
|--------------------------------------------------------------------------------------------------|----------------------|-----------|----|
| 16,271 soldiers, at                                                                              | \$4.00 each,         | 65,084 00 |    |
| 103 horses, at                                                                                   | \$5.50 per 2000 lbs. | 422 14    |    |
| 753,350 lbs. baggage at \$5.50                                                                   | " "                  | 2,099 19  |    |
| Total compensation,                                                                              |                      | 67,605 33 |    |
| Half to part of route South of Philada.                                                          |                      | 33,802 67 |    |
| Leaving for part of route north of Philada.                                                      |                      | 33,802 67 | 10 |
| Apportioned as follows, viz:                                                                     |                      |           |    |
| To the Raritan and Del. Bay R. R. Co. and for transportation between New York and Port-Monmouth, |                      |           |    |
|                                                                                                  |                      | 27,616.39 |    |
| To Camden and Atlantic R. R. Co.                                                                 |                      |           |    |
|                                                                                                  |                      | 5,597.13  |    |
| To Cooper's Point Ferry Co.                                                                      |                      |           |    |
|                                                                                                  |                      | 589.15    |    |
| Making                                                                                           |                      | 33,802 67 |    |

## IN CHANCERY OF NEW JERSEY.

Between  
 THE DELAWARE AND RARITAN CANAL  
 AND CAMDEN AND AMBOY RAILROAD  
 AND TRANSPORTATION COMPANIES,  
 Complainants,  
 AND  
 THE RARITAN AND DELAWARE BAY  
 RAILROAD COMPANY, and others,  
 Defendants.

The joint and several answer of "The Raritan and Delaware Bay Railroad Company," Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey, and John Torrey, Jr., to the supplemental bill of complaint filed by "The Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies," complainants against these defendants and "The Camden and Atlantic Railroad Company," John Broadhead, Joseph W. Cooper, Thomas McKeen, and Samuel Richards.

- 10 These defendants, now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of exceptions to the many errors and insufficiencies in the complainants' said supplemental bill of complaint, for answer thereto, or to so much and such parts thereof as these defendants are advised are material for them to make answer unto, they severally answer and say :

That they admit that the said complainants did exhibit their said original bill of complaint in this Court, against these defendants, and "The Camden and Atlantic Railroad  
 20 Company," John Broadhead, Joseph W. Cooper, Thomas McKeen, and Samuel Richards, for an injunction to restrain them from, and against, making or completing a certain branch railroad from a point in "The Camden and Atlantic Railroad" near a place called "Jackson," in the county of Camden, to a place called "Atsion," in the county of Burlington, and to restrain them from and against making a junction between the respective railroads of the corpora-



tions defendants, at Atsion, or any other place, for the purpose of forming a continuous line between Philadelphia and New York, or in other modes attempting to connect the said roads in such manner as to form a continuous line of conveyance by railroad, from the Delaware River to Raritan Bay, or which might be used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroad of the complainants, or that might in any manner be used or intended to be used, for 10 the purpose of defeating the true intent of the alleged contracts, alleged to have been made by the State of New Jersey with the complainants, to protect until the first day of January, eighteen hundred and sixty-nine, the business of the complainants' railroad from competition between the cities of New York and Philadelphia; and to restrain "the Raritan and Delaware Bay Railroad Company," from further constructing their railroad on a certain line proposed by them, deviating to Atsion aforesaid, or on any line deviating materially to the west of the direct route from Squan- 20 kum to May's Landing, and for such further or other relief in the premises as the nature of the circumstances of the case might require; and they admit that the general purpose of the complainants in filing the said bill, may have been, and no doubt was to obtain the aid of this Honorable Court to prevent the defendants from violating the alleged exclusive rights, alleged in their said original bill, to be guaranteed by the State of New Jersey to the complainants, in regard to the transportation of passengers and merchandise between the cities of New York 30 and Philadelphia by railroad, and the alleged right of being free from competition in the business of the complainants' railroads, alleged to be guaranteed to them by their respective charters and the various acts of the Legislature of the State of New Jersey, supplementary thereto, particularly set out in their said original bill. But these defendants allege, and they claim the benefit of the fact, that in and by their said original bill, the complainants prayed for no aid or relief from this Honorable Court against the said defendants, or to accomplish the said general purpose of their said 40

- bill, except to restrain the defendants from and against making or completing a branch railroad from Jackson to Atsion, and from making a junction between the respective railroads of "the Camden and Atlantic Railroad Company," and "the Raritan and Delaware Bay Railroad Company," at Atsion, or any other place, and in that way forming a continuous line of railway between the cities of New York and Philadelphia, which might be used for the transportation of passengers and merchandise between the said cities.
- 10 And these defendants insist, that as the only object of the said bill was to prevent the construction and completion of the said branch railroad, and the building of the railroad of "the Raritan and Delaware Bay Railroad Company," upon the line adopted by it, and no specific relief was prayed for except to prevent the completion and construction of the said railroad and branches, and their being no other specific relief, which the complainants could have had under the frame of the said bill, and the parties having been fully heard before the Court, and the Court having refused the
- 20 injunction, and "the Camden and Atlantic Railroad Company," defendants in the said original bill, having constructed and completed their said branch railroad, and the defendants "the Raritan and Delaware Bay Railroad Company" having built their said road to Atsion, on the line adopted by them, which were the only acts of the defendants, this Court was called upon to restrain, the said complainants are not entitled to file their supplemental bill for the purposes of obtaining the relief therein prayed for.
- 30 These defendants further admit, that the matters of the said original bill, and the affidavits annexed thereto, and of the answers thereto, were intended to be correctly and substantially set forth in the said supplemental bill, and they therefore admit, that they are correctly and substantially set forth, except so far as the change of phraseology and the brevity of the statements may have impaired the full benefit which the defendants are entitled to from their said answers, and they therefore claim the full advantage of the original bill, affidavits, and the answers thereto, in the language as the same are remaining of record in this Honorable Court,
- 40 as by reference being thereunto had, will more fully appear.

But these defendants do not admit the conclusions and inferences, which the complainants have seen proper to put upon, or draw from the said answer, but deny the same as hereinafter specified.

And these defendants, further answering, admit, that in and by their said answer they did contend that there was nothing in any of the acts of the Legislature or alleged contracts with the State, referred to in the original bill, to prohibit the construction of a railroad between New York and Philadelphia, and that the only protection, if any, the complainants could claim, was the use of their railroad without competition, for the transportation of passengers and merchandise between the said cities, and that the said defendants did insist upon the construction of the second section of the act of March second, eighteen hundred and thirty-two, as is stated in the said supplemental bill. 10

They further admit, that they alleged in their answer that no agreement had been made or was intended to be made, for the transportation of freight and passengers between the cities of New York and Philadelphia, and they denied that they, the said defendants, or any of them, had in view the continuation of the said railroad or railroads, at either end thereof, by steamboat transportation to the cities of New York and Philadelphia respectively, for the purpose of using the same in any manner which would violate any contract existing between the State of New Jersey and the complainants, or any provisions of the acts of the Legislature referred to in said original bill. 20

And these defendants severally deny, that in their said answer they alleged that a line of communication by railroad and steamboat between the cities of New York and Philadelphia was prohibited by law, but, on the contrary, they stated that such was the allegation of the said complainants, and admitted that it was possible that such a line of communication might be opened, and they did aver, that that as their line of communication between the said cities when completed would, as stated by the complainants, be sixteen miles longer than that of the complainants, and could not be used without their consent, the said roads could not be used to compete in business with the business of the 40



complainants between New York and Philadelphia, or to defeat the true intent and meaning of the said acts of the Legislature; and they further admitted, as they do now admit, the power of this Court to restrain the defendants from making any unlawful use of their railroads.

And these defendants did further insist, and do now insist, that whenever the alleged exclusive privileges of the complainants shall, by lapse of time, have expired or otherwise ceased, these defendants will have the right to carry on the  
 10 business of transporting freight and passengers between New York and Philadelphia, and that while the said Raritan and Delaware Bay Railroad had been located and constructed, and the branch of the Camden and Atlantic Railroad, from Jackson to Atsion was being constructed and located as they now are, so as to better accommodate the local business of the State of New Jersey, it was also desirable to have the said road located on the said routes as best adapted to secure the business between New York and Philadelphia, when such business might, without question, lawfully be sought for by  
 20 these defendants; and while they did not admit the exclusive privileges claimed by the complainants in their said original bill, they severally denied that they intended in any way to violate the chartered rights of the said complainants, or that they intended during their existence, to violate any of the said alleged exclusive privileges of the said complainants.

And these defendants admit, that in and by their said answer, it was denied that the complainants had grants, chartered rights, or privileges, to the extent, or of the character claimed in their said original bill, and that it was declared  
 30 that it was not and never had been their intention by the construction of the Raritan and Delaware Bay Railroad, or its connection with the Camden and Atlantic Railroad, or otherwise, to interfere with the complainants' chartered rights by competing with the complainants' said road by the transportation of passengers or merchandise between the cities of New York and Philadelphia or otherwise.

And these defendants further admit, that after the filing of the answers of the defendants, an order for taking further affidavits was made, and the hearing of said application was  
 40 had on the twelfth day of August one thousand eight hun-

dred and sixty-two, and a preliminary injunction was refused, but as to the grounds upon which such refusal was based, these defendants respectfully refer to the written reasons given by the Chancellor for such refusal, and remaining of record in this Honorable Court.

And these defendants, further answering the several matters set forth by way of supplement by the said complainants, admit that since the filing of the answers to the original bill, and the said hearing, these defendants, "The Raritan and Delaware Bay Railroad Company," have completed their 10 railroad from Port Monmouth to Atsion, and that "The Camden and Atlantic Railroad Company" have completed their branch railroad from Atsion to the line of the Camden and Atlantic Railroad, near Jackson, and by means of the said branch have connected the said railroads so as to form a continuous line of railways from Camden to Port Monmouth, but they deny that the said branch railroad was made by any combination between the said two companies, other than appears upon the face of the answers of the defendants to the original bill, and the affidavits and agreements attached 20 thereto; and while they admit that the said line is as convenient as the nature of the ground and its circuitous route will permit, yet they insist and declare that these inconveniences are such as to render it impossible for it to be a competing line with the complainants' railroad between the cities of Philadelphia and New York, such as was contemplated by the alleged prohibitory acts of the Legislature referred to in the said supplemental bill of the complainants.

And these defendants severally deny that they, or either of them, have made any arrangement, by contract or other- 30 wise, except such as are mentioned in their answer to the original bill, for continuing said line, by means of steamboats, between Port Monmouth and the city of New York, or between Camden and the city of Philadelphia; and they severally deny that they have now, or ever have had, any arrangement or arrangements, by contract or otherwise, for continuing said line by means of steamboats between Port Monmouth and the city of New York, or between Camden and Philadelphia, so as to form a complete line of

travel or transportation over said line of railroad between the said cities of New York and Philadelphia.

And they severally say, that they, or either of them, have not entered into any contract with any individual or any company, with reference to travel or transportation over the line of railroad between the cities of New York and Philadelphia, except such as are referred to in or annexed to their answer to the original bill, or such as are herein particularly set out and specified, and they there-  
 10 fore severally deny that they have made any arrangement or agreement, or that they have entered into any contract of any sort in violation of any pledges, expressed or implied, heretofore given this Court in their answer to the said original bill, or otherwise, or have established any lines of transportation of freight or passengers between the said cities by means of railway and steamboats, and they severally deny that they, or either of them, are engaged in any such transportation, in direct or indirect violation of any chartered rights or privileges of the complainants.

20 And these defendants, further severally answering, say, that on the twentieth day of December, eighteen hundred and sixty-two, an agreement was entered into between the defendants "The Raritan and Delaware Bay Railroad Company" and "The Philadelphia and Eastern Transportation Company," which said agreement is as follows:

ARTICLES OF AGREEMENT, made and entered into this twentieth day of December, in the year of our Lord one thousand eight hundred and sixty-two, between the Raritan and Delaware Bay Railroad Company, a corporation of  
 30 the State of New Jersey, of the first part, and the Philadelphia and Eastern Transportation Company, acting by its authorized agent and representative, William Thaw, party of the second part.

1. The party of the first part, in consideration of the covenants and agreements hereinafter mentioned, and of one dollar to the said party of the first part, paid by the said party of the second part, the receipt of which is hereby acknowledged, agree to transport, or cause to be transported and carried, without unnecessary delay, over the said  
 40 railroad of the said party of the first part, and the Camden



and Atlantic Railroad between Camden and Atsion, all cars, locomotives, trucks, merchandise and freight of any and every description usually transported by railroad which the party of the second part shall cause to be delivered to the party of the first part, on the wharf, or in the cars on the ferry boat at Camden, and on board of the boat at the pier at Port Monmouth.

2. And the party of the first part further agrees to transport, as aforesaid, for the said party of the second part, all of their fast and express freight by their passenger trains to <sup>10</sup> the extent of the ability of the party of the first part, and the custom of other roads, at double the rates provided to be paid and received for other freight, as provided in the next clause of this agreement.

3. And the party of the second part, in consideration of the premises, and of one dollar to them paid, the receipt of which is hereby acknowledged, agree to pay monthly to the party of the first part, for the transportation and carrying aforesaid, the following rates between Camden and Port Monmouth, in the through classification now in use on <sup>20</sup> the Pennsylvania Railroad :

Two dollars and ten cents per ton on first class freight.

One dollar and fifty cents per ton on third class freight.

One dollar and twenty cents per ton on fourth class freight.

4. And the party of the second part further agrees to furnish and supply to the party of the first part for the purposes aforesaid, for the business of the party of the second part, all cars which shall be necessary to enable the party of the first part to carry out this agreement. And the <sup>30</sup> party of the first part agrees to pay to the party of the second part, for the use of such cars so furnished, a rental of one-third of a cent per ton per mile of freight so carried, which sum shall include all wear and tear and damages to them by accident, not the result of carelessness or defects in road or locomotives of the party of the first part, and also all expenses of repairs.

5. And it is agreed between the parties that the party of the first part shall not be responsible for any damages to the party of the second part, in case the Courts of New Jersey <sup>40</sup>

or of the United States shall prevent the transportation and carrying aforesaid, nor shall the party of the second part be responsible for any damages which the party of the first part may sustain by reason of the want of legal ability of the parties to this agreement to carry out its provisions.

6. And it is mutually agreed by and between the parties to these presents, that should legal proceedings be taken by any parties calling in question the right of the party of the first part to fulfil these presents; and should the party of the first part be prevented from fulfilling the same from such cause, the said party of the first part shall not be liable for damages to the party of the second part, but the party of the second part shall have the option of declaring these presents void—provided, nevertheless, that this agreement shall not be declared void, as aforesaid, until the legal questions involved shall have been fully settled by a decree in the Courts of last resort in New Jersey, and of the Supreme Court of the United States. But in case such final decision shall be adverse, then this agreement shall be void from that date.

7. And the party of the first part further agrees to and with the party of the second part, that the entire business of transporting freight of any and every description whatsoever on the lines of railroad aforesaid, between Camden and Port Monmouth, shall be enjoyed and transacted for the benefit of the party of the second part upon the terms and conditions as to rates, &c., herein provided for; provided, however, that there shall be excepted from this agreement the local or wayside trade originating upon or consigned to points on the line of the said railways between Port Monmouth and Camden, and also the traffic in coal, and also the business which may be received from the Pennsylvania Railroad Company which may be done by the party of the first part, but so as not to interfere with the business herein provided for.

8. And the party of the second part further undertakes and agrees and binds itself to the party of the first part, that they will furnish for transportation over said lines of railway, exclusively, all freight of whatsoever kind or description which they may or can receive control or influence, or which may or can be received, controlled, or influenced by either of the individuals at present constituting the said Philadel-

phia and Eastern Transportation Company, for transportation into, through, across, or beyond the State of New Jersey.

9. And the party of the first part agrees that they will transfer all freight and merchandize to and from the cars and boats at Port Monmouth, at their own expense, and will allow and pay to the party of the second part three cents per ton for loading and unloading the boat or boats at the pier in New York city.

10. And it is further agreed that should there be any unnecessary delay in transferring at Port Monmouth, the party of the second part may, on giving ten days's notice, and the delay not being remedied, have the option to transfer all of their freight at Port Monmouth, between boats and cars, and the party of the first part will pay to them for so doing, fifteen cents per ton for said service.

11. And the party of the first part, by these presents, constitutes and appoints the party of the second part, its exclusive agent, at the expense of the party of the second part, with ample power to contract for transportation of freight over said lines of railway between Camden and Port Monmouth, provided the same shall not be at lower rates than is herein provided, and the party of the second part undertakes in good faith to exert its utmost influence, and to secure the influence of each individual at present composing the Philadelphia and Eastern Transportation Company aforesaid, to procure freight over the said lines of railway.

12. This agreement shall continue in force for ten years from the first day of January, eighteen hundred and sixty-three; and in case of interruption of the traffic by legal proceedings as much longer as may be necessary to give to the party of the second part ten years' use of the road in the aggregate, unless this agreement shall become void on the condition expressed in the sixth article of this agreement.

13. And the party of the first part further agrees that they will give, grant, and assign to the party of the second part, all rights, privileges, contracts, and agreements made with and received from the Camden and Atlantic Railroad Company, so far as the same shall be necessary to enable



the party of the second part to enjoy the provisions of this agreement, and the party of the first part will give the party of the second part all facilities in this behalf, which they may hereafter obtain from the said Camden and Atlantic Railroad Company during the continuance of this agreement, and will and hereby do give, grant, and assign to said party of the second part, power to enter upon and manage said Camden and Atlantic Railroad by virtue of any contracts which the party of the first part now possess  
 10 or hereafter may possess by virtue thereof, or in any other way in all respects and for all purposes as the party of the first part could do if these presents were not made; hereby constituting and appointing the said party of the second part the lawful attorney of the party of the first part, to do and perform all of the acts hereby agreed to be done in the last mentioned article of this agreement.

14. And the party of the first part agrees that it will make no contracts and perform no acts which in any manner can tend to impair the right of or prevent the full enjoyment of these presents to the party of the second part.  
 20

15. And it is mutually agreed by the parties hereto, that the agreement and supplemental agreement between the party of the first part and the Camden and Atlantic Railroad Company, bearing date respectively October 25th, 1861, and February 15th, 1862, shall be held by Theodore Cuyler and Henry M. Alexander, for the mutual benefit of both parties hereto.

16. And the party of the first part further agrees that in case these articles of agreement shall at any time during  
 30 the continuance thereof in the judgment of the President of the Pennsylvania Railroad Company, for the time being, be obstructed or delayed, or shall not in good faith be carried out according to the true intent and meaning thereof, then and in that case the party of the second part shall have the right to enter upon, take possession of and manage the railroad of the party of the first part, and of all its appurtenances, and become possessed of all rights, contracts, and advantages necessary for connections with other roads, of boats, cars, rolling stock, locomotives, and all

other appliances to enable the party of the second part thoroughly, exclusively, and without obstacle, to manage and operate the said road of the party of the first part, but in such manner as not unnecessarily to interfere with other business of the said party of the first part, and the party of the first part will, without suit or delay, give up the management of their said road and connections, and perform in good faith all of this agreement.

And in order more fully to carry out this agreement, the party of the first part doth hereby constitute and appoint 10 the party of the second part, and such person or persons as the said party of the second part shall substitute their true and lawful attorneys irrevocable, for and in the name of the party of the first part, to do all lawful acts necessary to be done to carry out this provision of these articles of agreement, and to authorize and empower such party of the second part, and their substitutes, as aforesaid, to consent to any proceedings being entered in any court of competent jurisdiction, either of law or equity, and to consent to the entry of any decree or judgment for a specific perform- 20 ance of this provision of these articles of agreement, giving to the party of the second part the management and operating of the railroad of the party of the first part, and its connections under its contract, including the rights acquired in the Camden and Atlantic Railroad, hereby releasing and waiving all errors and all right to any appeal, review or stay of proceedings.

And it is further agreed, that the parties of the first part shall have the privilege at any time to purchase of the party of the second part, for cash, any or all of the cars 30 furnished by them under this agreement. And if the parties cannot agree as to the price to be paid for the said cars, the same shall be appraised by two appraisers, one to be chosen by each, and they to choose a third if they cannot agree.

In witness whereof the party of the first part has caused these presents to be signed by their president, and their common seal to be affixed hereto. And the party of the

second part has caused the same to be signed and sealed by William Thaw, their authorized agent.

Signed and sealed,

(Signed) S. W. TORREY,  
Pres. R. & D. B. R. R. Co.

(Signed) WILLIAM THAW,  
Pres. P. & E. Transp. Co.

Witness to the signature }  
of WM. THAW,

(Signed) ROBT. W. SMITH.

And these defendants, further severally answering, say,  
10 that "the Raritan and Delaware Bay Railroad Company"  
has entered into a verbal contract with the Squankum Marl  
Company for the transportation of marl from their pits at  
Squankum, in the county of Monmouth, to different points  
on the said railroad, and have contracted with several indi-  
viduals along the line of the said railroad for the transporta-  
tion of wood cut along the line of their road to points on  
such road; and with "Westcott's Express" to do express  
business along the line of the said railroad to Atsion and  
Long Branch, and that with the exceptions mentioned in  
20 this answer, the said "the Raritan and Delaware Bay Rail-  
road Company" has entered into no contracts or agreements  
with any individual or corporation in reference to the trans-  
portation of merchandise, or other freight, along the line of  
their railroad; and the said Francis B. Chetwood, William  
Torrey, Richard Jones, and John Torrey, Jr., severally  
deny that they, or either of them, have entered into any  
contract or agreement whatever with any individuals, or  
corporation, in reference to the transportation of merchan-  
dise, or other freight, along the line of said railroad; and  
30 the said William A. Torrey, for himself, denies that he has  
entered into any contract or agreement with any individual  
or corporation in reference to the transportation of merchan-  
dise, or other freight, along the line of said road, except  
that he admits that he is one of the persons mentioned as  
having a contract with the said "The Raritan and Delaware  
Bay Railroad Company," for the transportation of wood.



And these defendants further severally say, that they believe the said "the Philadelphia and Eastern Transportation Company," to be the same company who, prior to the tenth day of April, eighteen hundred and sixty-three, was doing business under the name of "the Union Transportation Company;" that the said "the Union Transportation Company" commenced doing business by the way of Port Monmouth and Camden, on the fifteenth day of January, eighteen hundred and sixty-three, and that from that date up to the tenth day of April, eighteen hundred and sixty-three, 10 "the Raritan and Delaware Bay Railroad Company," and "the Camden and Atlantic Railroad Company," transported merchandise over their railroads for the said Union Transportation Company, as follows, to wit:

| 1863.          |                                      | Reed. by R. & D.<br>B. R. R. Co. |               |
|----------------|--------------------------------------|----------------------------------|---------------|
| Jan. 15 to 31. | Pier at Port Monmouth to Camden..... | 1,970,554 pounds.                |               |
| " "            | Camden to Pier at Port Monmouth..... | 1,429,283 "                      |               |
|                |                                      |                                  | \$2,087 88 20 |
| Feb. "         | Pier at Port Monmouth to Camden..... | 3,271,982 "                      |               |
| " "            | Camden to Pier at Port Monmouth..... | 2,489,129 "                      |               |
|                |                                      |                                  | 3,403 09      |
| Mar. "         | Pier at Port Monmouth to Camden..... | 2,602,375 "                      |               |
| " "            | Camden to Pier at Monmouth..         | 1,288,689 "                      |               |
|                |                                      |                                  | 2,578 32      |
| April 1 to 19. | Pier at Port Monmouth to Camden..... | 292,630 "                        |               |
| " "            | Camden to Pier at Port Monmouth..... | 452,128 "                        | 486 33 30     |
|                |                                      | 13,796,770 "                     | \$8,555 62    |

Which said transportation was carried under the agreement with the Philadelphia and Eastern Transportation Companies hereinbefore recited; and that since the tenth day of April, eighteen hundred and sixty-three, up to the first day of June, eighteen hundred and sixty-three, the said companies have transported for "the Philadelphia and Eastern Transportation Companies," over their said railroads, as follows, to wit: 40

|                 |                          |                |             |                  |
|-----------------|--------------------------|----------------|-------------|------------------|
| 1863.           |                          |                |             | Reed, by R. & D. |
| April 10 to 30. | North—Camden to Pier.... | 859,507 lbs.   | B R. R. Co. |                  |
| " "             | South—Pier to Camden.... | 827,790 "      |             | 1,248 21         |
| May —           | North—Camden to Pier.... | 839,567 "      |             |                  |
| " "             | South—Pier to Camden.... | 942,971 "      |             | 1,265 19         |
|                 |                          | pds. 3,469,835 |             | \$2,513 40       |

That during the months of November and December, eighteen hundred and sixty-two, and the month of January, eighteen sixty-three, the said companies transported over  
 10 their said railroads for a company calling themselves "The Importers and Traders' Despatch Company," the following merchandise, to-wit:

|               |                               |                |  |            |
|---------------|-------------------------------|----------------|--|------------|
| 1862.         |                               |                |  |            |
| November.     | North—Camden to New York..... | 2,050 lbs.     |  | 1.71       |
|               | South—New York to Camden..... | 216,419 "      |  | 234.56     |
| December.     | North—Camden to New York..... | 286,342 "      |  | 203.21     |
|               | South—New York to Camden..... | 1,065,485 "    |  | 1,113.40   |
| 1863.         |                               |                |  |            |
| Jan. 1 to 14. | South—New York to Camden..... | 1,036,992 "    |  | 1,209.79   |
| " 17.         | North—Camden to New York..... | 566,218 "      |  | 469.94     |
| 20            |                               | Lbs. 3,173,506 |  | \$3,234.61 |

Which includes all the business of every description which "the said Union Transportation Company," "the Philadelphia and Eastern Transportation Company," and "the Importers and Traders' Despatch Company," have done over the line of the said defendants' railroads.

And these defendants further answering, say, that they, or either of them, have had no other connection with, or interest in, the said "the Importers and Traders' Despatch  
 30 Company," than that of transporting goods for them to and from Camden and New York; that the only contract ever had with the said Despatch Company was a verbal agreement between the said company and the agents of the said "the Raritan and Delaware Bay Railroad Company," and was to carry freight at a certain price to and from New York and Camden.

And these defendants, further severally answering, say, that they believe it is true, that "the Importers and Traders' Despatch Company" did formerly have offices, as the com-  
 40 plainants state, at number two Murray street, in the city of

New York, and at Vine street wharf, in Philadelphia, but not at Pier No. 28 North River, in the city of New York; and these defendants have truly set forth all the goods of every description which "the said Importers and Traders' Despatch Company" shipped, or which have been shipped on their behalf, or on their account, over the line of the Raritan and Delaware Bay Railroad, and the Camden and Atlantic Railroad, or any portion thereof; but these defendants severally deny, that they, or either of them, have ever shipped or carried any goods by means of any line of transportation kept up by these defendants, or either, or any of them, or in which they, or either or any of them are interested, or have been or are in any way connected between the cities of New York and Philadelphia. 10

And these defendants severally deny that the said "the Importers and Traders' Despatch Company," by that or by any other name, or in any way, are now transporting any goods over the said railroad, or that they have transported any since the seventeenth day of January, eighteen hundred and sixty-three, and they do not know that the said company have any expectation or desire of doing any further business by way of Port Monmouth and Camden. 20

These defendants further severally answering, say, that they have understood, and they believe, that "the Union Transportation Company" and "the Philadelphia and Eastern Transportation Company" are the same thing; but these defendants, or either of them, have had no interest in, or connection with them whatever, or with their organization, or in keeping them up, except as herein stated; that they believe it to be true, that the said company have offices in Philadelphia and New York at the places stated by the complainants; and they further admit, that said company does business of transportation between the cities of New York and Philadelphia; and that the defendants "the Raritan and Delaware Bay Railroad Company" and "the Camden and Atlantic Railroad Company," as common carriers, have transported goods for them over and upon their railroads, to and from Camden and Port Monmouth; and they say, that the defendants or either of them have had no other connection with, or interest in, or con- 30 40



trol over, the said, "the Union Transportation Company," except such as they derived from the transportation of merchandise delivered by the said Transportation Company at Camden and Port Monmouth, and transported over the said railroads; and that they have had no connection with, interest in, or control over "the said Philadelphia and Eastern Transportation Company," except such as arises out of the contract with the last-named company hereinbefore set out, and that they, or either of them, have not now, nor at any  
 10 time have had any connection, arrangement, or understanding, in writing, or otherwise, with any other company, or with any individual, in reference to the use of the said railroad in transporting passengers or freight over or upon said road; and neither the said "the Raritan and Delaware Bay Railroad Company," or "the Camden and Atlantic Railroad Company," to the knowledge of these defendants, or either of them have carried any other goods than to the amount hereinbefore particularly set forth, or have had any interest in or any connection whatever with the transportation of, or  
 20 assumed any risk or liability for any goods between the cities of New York and Philadelphia, but have carried them only to and from Port Monmouth and Camden.

These defendants believe that some of the goods which passed over the railroads, as aforesaid, were transported from city to city, but as far as the transportation to New York and Port Monmouth is concerned they, or either of them had nothing to with the said transportation, except that the said "the Raritan and Delaware Bay Railroad Company" paid the freight, and that William A. Torrey is and was a part  
 30 owner of the steamboats running between New York and Port Monmouth; and as to the transportation between Camden and Philadelphia, these defendants, or either of them, had nothing to do with that whatever, nor do they, or either of them, know with whom or upon what terms, or at whose request the same was effected.

And these defendants further severally answering declare, that such as are hereinbefore particularly stated are the only means by which these defendants, or either or any of them, and the only names and designation under which they, or  
 40 either or any of them, have been engaged in freighting and

transporting over the said railroads, to and from Port Monmouth and Camden, or on the said railroad, and the only way in which they or either or any of them have been connected with any business between the cities of New York and Philadelphia to the best of their respective knowledge, information, and belief.

And these defendants further severally answering, say, that immediately after the completion of the branch, from Jackson to Atsion, "the Raritan and Delaware Bay Railroad Company" established one daily line, each way, between 10 Port Monmouth and Camden, for the transportation of merchandise, and advertised to run at particular hours, but on account of the very little business doing between Camden and Port Monmouth, and the very poor facilities the company has had for doing business, and the very little encouragement for increasing those facilities, the trains have been very irregular in running, and very little business has been done by means thereof. That during a portion of said time, but not more than three months in the whole, "the Raritan and Delaware Bay Railroad Company" has advertised and run a 20 regular passenger train to and from Camden and Port Monmouth; but the said company have had no boats, nor have the said defendants, or either or any of them, been connected with any individuals or company in transportation of passengers between Philadelphia and New York, or between any points on the said railroad, except as herein particularly stated. That they have no doubt it is true, that passengers have gone between the cities, passing over the lines of the said defendants' railroads from Port Monmouth to Camden, but they severally deny that they, or either of them, 30 have used the railroads for the transportation of freight or passengers in any manner which has made or created any competition to the complainants' line between the two cities of Philadelphia and New York.

And these defendants respectfully submit that the fact, that the complainants, with all their diligence have not been able to verify before the Court, that more than two passengers have gone between the said two cities, using the railroads of the defendants for the purpose, and that only one barrel of sugar and one box of shoes have been trans- 40

- ported thereon as freight, is abundant evidence, on the complainants' own showing, that the line by way of Port Monmouth and Camden, is not, and cannot be used, as a competing line to the complainants' railroad, and is a practical demonstration that no such construction can properly be put, by any Court, upon the acts of the Legislature mentioned in said bill of complaint, as that which the complainants are seeking to obtain from this Honorable Court, to wit, that the line of railroad between Camden and Port Monmouth, is a competing line to the complainants, between the cities of New York and Philadelphia. And these defendants, "the Raritan and Delaware Bay Railroad Company," further answering, say and show here to the Court, and the other defendants believe the same to be true; that from the time of the completion of the said branch road up to the first day of June, eighteen hundred and sixty-three, "the Raritan and Delaware Bay Railroad Company" have received for freight, to and from Port Monmouth and Camden the sum of fourteen thousand eight hundred and seventy-six
- 20  $\frac{65}{100}$  dollars, but how much of this freight passed to and from New York and Philadelphia the defendants, or any of them, cannot say, as they do not know, and cannot ascertain upon inquiry in time for this answer; that during that period the said "the Raritan and Delaware Bay Railroad Company" have received for passengers passing to and from Port Monmouth and Camden (except soldiers whom Government have transported), the sum of one hundred and seventy-two  $\frac{50}{100}$  dollars, but what proportion of that sum was received for passengers who traveled to and from Philadelphia and New
- 30 York, these defendants, or either of them, did not have and have not now, any means of ascertaining, and therefore are unable to state.

And these defendants further severally answering (and for the purpose of demonstrating to this Honorable Court, that the line between Camden and Port Monmouth has not been used, and cannot be used, as a competing line to the line of the complainants between the two cities of New York and Philadelphia) show, that the last year has been an unprecedented one for the amount of travel between New York and

40 Philadelphia, as is shown by the complainants' report of their



business to the Legislature, by which report it appears that their receipts for freight and passengers for the twelve months prior to January first, eighteen hundred and sixty-three, was the sum of two million five hundred and twenty-three thousand four hundred and ninety-two dollars and seventy-two cents, while the amount received from freight and passengers over the railroad of "the Raritan and Delaware Bay Railroad Company," the defendants, from the time of the commencement of the said business on September 1, 1862 to June 1, 1863, between Camden and Port Monmouth was fifteen thousand and fifty-nine dollars and fifteen cents.

And these defendants further show, that during last winter the complainants were not able to transport upon their lines all the daily freight business that was offered between the two cities, and that in consequence thereof there was very great delay and annoyance to shippers; and that, as these defendants are informed and believe, in some instances when application was made to the agents of the complainants in the city of New York, to transport freight to Philadelphia, the applicants were refused, and were told to go and get them over by way of Port Monmouth and Camden; and yet, these defendants show to your Honor, that notwithstanding this extent and pressure of business, and the limited means of transportation of the complainants for the then pressure of business, the route by way of Port Monmouth was so inconvenient, and out of the way, and so circuitous, and embarrassed, from the fact, that these defendants, on account of the pretensions of the complainants as to their rights, and the desire of the defendants to avoid any conflict, would not take the responsibility of transporting goods from city to city, but that the same, in order to be carried that way, had to pass through two or three different agencies, that business men suffered the delay, and the damages incident thereto, rather than seek or employ transportation for their goods over the roads of the defendants under such discouraging and disadvantageous circumstances.

And these defendants, the "Raritan and Delaware Bay Railroad Company," in order to show their good faith in running their road, and their manner of conducting busi-

ness, and that their main object is to accommodate the local travel, and derive their profits therefrom, have attached hereto time-tables which show the number of trains passing over their road, and the time of running the same.

And these defendants, "the Raritan and Delaware Bay Railroad Company," deny, and the other defendants believe the said denial to be correct, that they made the said contract with the said "the Philadelphia and Eastern Transportation Company," in order to cover up or conceal  
 10 the real nature of the said transportation business, or for any other unlawful or covert purpose; and these defendants severally deny, that it is any mere pretence that they are doing business between Camden and Port Monmouth only, by virtue of any agreement, but such is in fact the truth, and that when making the agreements hereinbefore mentioned, they positively refused to assume any responsibilities, as common carriers, beyond the termini at Port Monmouth and Camden; but they believe it to be true, and therefore admit, that at the time the said "the Raritan and  
 20 Delaware Bay Railroad Company" made the said agreement, the said "the Philadelphia and Eastern Transportation Company" intended to carry on under said agreement a through business between the cities of New York and Philadelphia; and these defendants severally admit that at the time the said agreement was made, some of the directors of the said railroad company had a controlling interest in two steamboats plying between New York and Port Monmouth; and they believe it to be true, that the said Philadelphia and Eastern Transportation Company did  
 30 make some arrangement with the said steamboats so running between Port Monmouth and New York, but they deny that the execution, or completion, of the said agreement between "the Raritan and Delaware Bay Railroad Company," and "the Philadelphia and Eastern Transportation Company," was in any way dependant upon any arrangement that was made, or was to be made, between "the Philadelphia and Eastern Transportation Company," and the steamboat line between Port Monmouth and New York; and these defendants further deny, according to  
 40 their respective knowledge and belief, that any officer,

agent, or director, or stockholder, in "the Raritan and Delaware Bay Railroad Company" ever had, or now has, or ever contemplated or now contemplates having, any interest in, or connection with, any ferry-boat, or other boat, or any other means of passing between Camden and Philadelphia.

And these defendants severally expressly deny, that they entered into the said agreement in contemplation of, or with direct reference to the employment of steamboats at either end of the said line, and declare that there was no stipulation or obligation in the said agreement, or any understanding by which either party was bound to make any connection at either end, to the cities of New York and Philadelphia.

And they severally deny, that such contract was made in contemplation, or with the intent, of contravening any of the rights or privileges of the complainants.

They further severally say, that while by the Charter of the said "The Raritan and Delaware Bay Railroad Company," the said company have the right to run steamboats in connection with their said railroad, there is no such purpose in contemplation, and they have no design to be or become the owner of, or to run any boat or boats of any kind in connection with their railroad, or to facilitate the business thereon, or for any purpose whatever, and that the defendants or either of them, have no agreement or understanding, either verbally or in writing, with the Camden and Atlantic Railroad Company, except as stated in the agreements annexed to the answer to the original bill, or with any other corporation or person (except those mentioned in said answer and herein repeated), to furnish any steamboat or steamboats, or boats of any kind, to carry passengers or freight from the said road, or any part thereof. And the defendants further answering, say, that there are steamboats now running from New York to Port Monmouth, and engaged in the transportation of passengers and merchandize to and from the terminus of the said railroad at Port Monmouth, to the city of New York, under a verbal agreement or understanding that the said steamboats shall only carry for the said the Raritan and Delaware Bay Railroad Company,



such passengers or freight to and from the said terminus as may be transported on the said railroad of the Raritan and Delaware Bay Railroad Company, to and from some point or points in the State of New Jersey ; and that no agreement has been made, or is intended to be made, for the transportation of freight or passengers between the cities of New York and Philadelphia, and that there is no agreement (except those herein mentioned) in reference to the transportation of passengers or freight to or from any intermediate  
 10 places to or from either of the said cities.

And these defendants insist that if "the Philadelphia and Eastern Transportation Company," or any other person or persons, corporation or corporations, are doing business between the cities of New York and Philadelphia, over the defendants' lines of railroad, and if such use of such line is unlawful, and in contravention of any rights or privileges of the complainants, and if the complainants, are entitled, on that account, to any aid of this Court to protect them in such rights and privileges, the complainants must seek redress against the said "The Philadelphia and Eastern Transportation Company," or such other person or persons, corporation or corporations, and not against these defendants. And they severally deny, that the pendency of this suit, was any such knowledge to others, than parties to it, of the alleged rights and privileges of the said complainants, and the relief they now seek, as will excuse them from seeking such parties to proper proceedings in this Court, or some other tribunal of competent jurisdiction.

30 And these defendants further answering, admit, that there is a ferry at Camden, and that ferry-boats ply regularly between Camden, at the terminus of "The Camden and Atlantic Railroad," and the city of Philadelphia ; but deny, to the best of their respective knowledge, information, and belief, that either or any of the defendants have any interest in or connection with the same, whatever, except that the terminus of the said "The Camden and Atlantic Railroad" is there, and that passengers and freight pass over at that ferry ; and they admit that there are two steam-boats which run  
 40 daily between Port Monmouth and New York, in connection

with the Raritan and Delaware Bay Railroad as hereinbefore stated; but they deny that this is such aiding, or contributing, by such use of their railroads between Port Monmouth and Camden in connection with said boats, in establishing or carrying on such a through line of transportation of freight and passengers between the said cities of New York and Philadelphia, as constitutes any violation of the alleged rights and privileges of the complainants, or any violation of any pledges of the said defendants, or either of them; and these defendants admit, that "The Raritan and Delaware Bay Railroad Company," and "The Camden and Atlantic Railroad Company" are engaged in the way business by means of their said lines, but they deny that they thus compete at all with the railroad business of the complainants, in violation of any of their rights or privileges, or that they so compete by the transportation of freight and passengers between Camden and New York, or between Philadelphia and Port Monmouth, or between Philadelphia and Long Branch.

And these defendants severally deny, that "the said Raritan and Delaware Bay Railroad Company," or "the Camden and Atlantic Railroad Company," or any agent of theirs, or any one by their authority, give carriers' tickets for freight through, from city to city, between New York and Philadelphia, or between Philadelphia and New York. And as to passengers, they deny that the defendants, or either of them, use any device whatever to avoid the appearance of ticketing a passenger through from city to city; and they say, that the corporate defendants, or either of them, have nothing to do with the steamboats between Port Monmouth and New York, and have no interest therein, and have no understanding or contract either as to the price of passengers or freight, or the manner of collecting the same, or any secret arrangement of any kind in connection with the said steamboats, or any arrangement which they have any disposition, or have ever attempted in any way to cover up, or conceal. They admit that tickets are issued by the said "Raritan and Delaware Bay Railroad Company," or with their consent, for fare through between Philadelphia and Port Monmouth, and that passengers understand that the line of railroad is open and is run between Camden and Port Mon-

mouth, and that boats run from thence to New York; and that by these means they get through from city to city, but they do not understand that there is any such established line as will enable them to go through without interruption or detention, as such is not the fact, as it appears by an affidavit introduced by the complainants themselves; that one individual making one of said affidavits was some sixteen hours in going from Philadelphia to New York upon the pretended through competing lines of these defendants.

- 10 And these defendants severally deny, that any tickets are now or ever have been issued by the defendants, or either or any of them, or on their behalf, for fare through, between Camden and New York.

And these defendants further severally answering say, that the time occupied by the passenger trains of the complainants, to and from New York and Philadelphia, is from three hours and a half to five hours, and they refer to the time tables hereto annexed, to show how much time persons who should endeavor to use the said steamboats and railroads  
20 mentioned in the said bill as a competing through line would occupy in going from Camden to New York via Port Monmouth.

- And these defendants further say, that if it is an understood thing with through passengers, or with the public, that such an arrangement exists, as the complainants allege, the said passengers or the public obtained no such knowledge from any advertisement, or notice of the defendants, or from any agent authorized by them, or either of them; and these defendants deny, that there are any arrangements made or  
30 used as subterfuges to avoid the appearance of any violation of the complainants' rights or privileges; and they deny that they are, in law or in fact, guilty of any such violation.

And these defendants further answering allege, that they are using the lines of railroad from Port Monmouth to Camden lawfully, and in such transportation of passengers and merchandise as it is lawful for them to do, and that in so doing they are not violating any right or privilege of the complainants in any way, nor can they in any proper sense be charged with using it in competition with the complainants' line of railroad. They deny (as they denied in their  
40



answer to the original bill) that the complainants have any exclusive rights or privileges which a railroad constructed on a line of the Raritan and Delaware Bay Railroad, and Camden and Atlantic Railroad can by possibility interfere with; and they expressly deny the constitutionality or lawfulness of any act of the Legislature of New Jersey by which it is attempted to clothe the said complainants with any rights or privileges which will prevent any one from travelling over the State of New Jersey by way of these defendants' line of railroads, or prevent the defendants from 10 carrying passengers or merchandise from Port Monmouth to Camden by means of the same. They allege that the Raritan bay is a public highway, open to navigation to all vessels, under the regulations of the Government, and that when passengers or merchandise are offered to the Raritan and Delaware Bay Railroad Company at Port Monmouth, there is no law of the State, or of the General Government, or any right which belongs to the complainants, which makes it the duty of the defendants, or any or either of them, to inquire where the passengers or where the freight 20 come from, or what is their destination.

And these defendants further answering, admit that the defendants "the Raritan and Delaware Bay Railroad Company" did appear in January, 1863, by counsel, before a committee of the House of Representatives of the United States, and did apply for an act of Congress of the United States, that should declare the railroads of "the Raritan and Delaware Bay Railroad Company," and of "the Camden and Atlantic Railroad Company," a lawful structure and the said railroads and steamboats at each end a post and military 30 road of the United States; and did, as hereinafter mentioned, desire said act of Congress to enable them to disregard the Legislation of New Jersey, provided Congress adopted the views of parties then before said committee as hereinafter set forth.

And these defendants, farther answering, say, that they are surprised to find any mention in the bill of what transpired at Washington, but that the facts in regard thereto are as follows: That some of the officers of "the Raritan and Delaware Bay Railroad Company" had learned from 40

the public prints and otherwise, that Congress had been applied to by many persons to authorize the construction of an air line railroad from Washington to New York; that the complainants, or their associates and confederates, had resisted such application, and had urged, by way of excuse for delays which happened in the transmission of passengers and freight to and from Washington and New York, that they were hindered and obstructed by the municipal regulations of certain cities through which the line of railroads  
 10 between those cities passed, and that they contended if Congress would intervene and enable the said complainants and their associates to disregard such municipal regulations, ample facilities would be afforded by the said complainants, their associates and confederates, for such travel and traffic to and from New York and Washington. That the said officers of the said "the Raritan and Delaware Bay Railroad Company," having heard these statements, appeared by their counsel, as they submit they had a right to do, and requested that if Congress should adopt the views which they  
 20 had so heard, had been urged by the complainants and their associates and confederates, and override the said municipal regulations of said cities, that then the same principle should be applied to the parties of this suit, and that Congress should authorize the use of the said railroads with steamboats on the Raritan Bay and Delaware River to carry passengers to and from New York and Philadelphia; and that on the other hand if Congress should undertake to authorize the building and use of a railroad for the purpose of carrying freight and passengers to and from New York and Washington, that  
 30 then the said railroads of the corporate defendants, or some portion thereof, might be taken or used for that purpose.

And these defendants further answering as to the allegation in the said supplemental bill as to the efficacy of any act of Congress, submit that this is a question which is not pertinent or material to this cause.

And these defendants respectfully insist that the said "The Philadelphia and Eastern Transportation Company" are necessary parties to any suit by which their rights are to be affected, and particularly as it is apparent from charges  
 40 in the said supplemental bill that there was no secret as to

the existing contract between "The Raritan and Delaware Bay Railroad Company" and "The Philadelphia and Eastern Transportation Company," and it is apparent that the complainants, when they filed their supplemental bill, knew of the existence of the same, and do not pretend that they were ignorant of any of its particulars, or that the tenor or provisions thereof were withheld from them, and more especially as the complainants ask the specific relief that the same contract may be declared null and void.

And these defendants, further answering, say, that "The 10 Raritan and Delaware Bay Railroad Company" have no interest or property in the line of railroad from Camden to Port Monmouth, except that running from Port Monmouth to Atsion, and the personal property and appurtenances incident thereto; that "the Camden and Atlantic Railroad Company" are the owners of the railroad from Atsion to Camden, and have no interest or property in the line of railroad from Camden to Port Monmouth, except that running from Atsion to Camden, and the personal property and appurtenances incident thereto; that the said Francis B. Chet- 20 wood, Richard Jones, William Torrey, and William A. Torrey are each of them directors and stockholders in "The Raritan and Delaware Bay Railroad Company," and are creditors of the said company, and are in no other way connected with any other parties on the said line between Port Monmouth and Camden, either as proprietors, lessors, lessees, contractors, contractees, or otherwise, except that the said William A. Torrey was, as was stated in the answer to the original bill, a contractor for building portions of the railroads of the corporate defendants, and has not yet surrendered his claim in full to the same. 30

And these defendants, further severally answering, deny that they, or either of them, have carried any passengers or any freight from city to city on the said route of railroad, but they say that the amount of freight which has passed over the railroads of the corporate defendants from Port Monmouth to Camden from the first day of September, eighteen hundred and sixty-two, to the first day of June, eighteen hundred and sixty-three, was twenty-one millions five hundred and forty-four thousand seven hundred 40



and seventy-four pounds, and that sixty-nine passengers (in addition to those transported by the order of the Government) were carried, during the same period, over the said railroads from Port Monmouth to Camden, and that the official returns for the month of June, 1863, are not yet completed, and that therefore these defendants cannot state the pounds of merchandise or number of passengers so carried during the last-named month.

10 And these defendants further severally say, that, by order of the Secretary of War, soldiers, horses, baggage, and munitions of war have from time to time been transported by Government orders over said railroads, and by steamboat, as follows :

*From 1st Sept. 1862, to 1st June, 1863.*

| Date.      | Men.  | Horses. | Freight.     | Amount rec'd for<br>Transportation<br>over R. & D. B. R. R. |
|------------|-------|---------|--------------|-------------------------------------------------------------|
| Sept. '62. | 7,294 | 31      | 445,300 lbs. | \$7,043 31                                                  |
| 20 Oct. "  | 9,092 | 62      | 312,300 "    | 9,169 00                                                    |
| Mar. '63.  | 712   | 543     | 42,080 "     | 1,210 00                                                    |
| May "      | 330   | 13      | 4,565 "      | 372 00                                                      |

20 And these defendants insist that the act of March eighteen hundred and fifty-four, repeals the second section of the act of eighteen hundred and thirty-two, and that, therefore the complainants can claim no protection under that act against these defendants, nor any one else; that the act of March eighteen hundred and fifty-four was passed subsequent to the act by which the Raritan and Delaware Bay Railroad Company were incorporated, and therefore nothing contained in the complainants' act of March, eighteen hundred and fifty-four, can interfere with the vested rights of these defendants, the Raritan and Delaware Bay Railroad Company, under their charter.

And these defendants, further severally answering, say that the charter of these defendants, the Raritan and Delaware Bay Railroad Company, is as much a contract between them and the State of New Jersey, as any of the acts of the complainants referred to are contracts between the complainants and said State, and that so far as the act of March six-

teenth eighteen hundred and fifty-four, is more comprehensive as to the rights secured to the complainants, so far it cannot effect these defendants, the Raritan and Delaware Bay Railroad Company, whose charter is prior in point of time to the complainants' act of March, eighteen hundred and fifty-four, and they insist that nothing in the act of March, eighteen hundred and fifty-four, can impair the chartered rights of these defendants, the Raritan and Delaware Bay Railroad Company, or prevent the construction or use of any railroad which these defendants, the Raritan and Delaware Bay Railroad Company were authorized to construct by their said charter, and these defendants insist that the said act of March, eighteen hundred and fifty-four was not intended to secure to the complainants any other, further, or greater rights in respect to what the complainants are pleased to call their exclusive privileges, except those secured to them by the act of eighteen hundred and thirty-two, and except as far as relates to the duration of the said privileges. 10

And these defendants respectfully insist, that the formation and use of the continuous though circuitous line of railway from Camden to the Raritan Bay by means of the junction of the Camden and Atlantic Railroad with the Raritan and Delaware Bay Railroad, and which, with the aid of steamboats on the Delaware River and Raritan Bay, forms a continuous line, and which by possibility may be used for the transportation of passengers and merchandize across the State between the cities of New York and Philadelphia, constitutes no violation of any rights of the complainants. 20

And these defendants further severally answering, aver that the only use which has been made of the railroads of the corporate defendants, has been the transportation of freight and passengers to and from points and places within the State of New Jersey, along the line of their respective roads, and between those points and the cities of New York and Philadelphia respectively, and they respectfully insist that such use is a legitimate use of the roads of the said defendants. 30

And these defendants respectfully insist, that the said Acts of the Legislatnre of the State of New Jersey, referred to 40

by the complainants in their said original and supplemental bills, so far as any construction can be put upon them, that will prevent the use of the said Raritan and Delaware Bay Railroad, for the transportation of passengers and freight in the manner as the same has been and is now used, for such purpose, are in violation of the Constitution of the United States, and are therefore void.

And these defendants respectfully insist, that if by any construction of the Acts of the Legislature referred to in the  
 10 original and supplemental bills, it were possible to prevent the use of the railroads of the defendants for the transportation of passengers and merchandise, to and from points and places outside of the State of New Jersey, such acts are repugnant to the provisions of the Constitution of the United States, and are void. And these defendants further insist, that so far as they seek to delegate to the complainants a portion of the functions of the Legislature, or to give the complainants a veto power to prevent the erection of railroads in the State of New Jersey, unless by their consent, are also  
 20 void.

And these defendants expressly deny, that the complainants have any grants, chartered rights, or privileges to the extent, or of the exclusive character, claimed by them in their said original bill, or in their said supplemental bill; and they further insist, that if any such construction can be placed upon the several acts of the Legislature of the State of New Jersey, mentioned in said bill, as is claimed by the said complainants, the said acts are repugnant to the Constitution of the United States, and are, therefore void.

30 And this defendant John Torrey, junior, answering, says, and the other defendants believe it to be true, that he, the said John Torrey, junior, is not now, and never has been, a stockholder, director, creditor, officer, proprietor or contractor of or otherwise connected with or interested in either of corporate defendants, or in the steamboats running from Port Monmouth to New York, or that he has ever had any personal interest in or control over the said railroads, or either of them or said steamboats, except that as mentioned in the answer to the original bill, he was at one time an agent un-  
 40 der the contractors for building the branch of the Camden



and Atlantic Railroad from Jackson to Atsion, and except that he was at one time, several years ago, a director in the Raritan and Delaware Bay Railroad Company, and he submits that as to him this bill should be dismissed.

And these defendants severally deny all unlawful combination and confederacy in the said bill charged, without that, that any other matter or thing material for these defendants to make answer unto, and not herein or hereby well and sufficiently answered, confessed, or avoided, traversed or denied, is true, to the knowledge or belief of these defendants. All which matters and things these defendants are ready to aver, maintain, and prove as this Honorable Court shall direct; and humbly pray that they may be dismissed hence with all reasonable costs and charges in this behalf sustained. 10

And this defendant, the Raritan and Delaware Bay Railroad Company, doth hereby aver and verify the truth of the facts and averments contained in the above answer under its common seal, which it has for that purpose caused to be hereunto annexed, attested by the signature of its president. 20

The Raritan and Delaware Bay Railroad Company,

By S. W. TORREY,  
Pres.

CHETWOOD & MAGIE,  
Solicitors of Defts.

B. WILLIAMSON,  
Of Counsel.

State of New Jersey, ss. :

Samuel W. Torrey, of full age, being duly sworn, according to law, on his oath says : That he is president and one of the directors of The Raritan and Delaware Bay Railroad Company, defendants in the foregoing annexed answer, and is acquainted with the affairs of said Company, and with all the matters relating to the said Company, as set forth in said answer, and that the same as set forth therein are true ; and that the matters and things set forth in the said answer,  
 10 so far as relate to the said Company and to his own acts, are true, and so far as relates to the acts of others, he believes them to be true.

S. W. TORREY.

Subscribed and sworn at  
                   the                   day of July, }  
                   A. D. 1863, before me,

Master in Chancery, of New Jersey.

State of New Jersey, ss. :

Francis B. Chetwood, Richard Jones, William Torrey,  
 20 William A. Torrey, and John Torrey, Jr., five of the defendants named in the annexed foregoing answer, being severally duly sworn on their several and respective oaths, say : That the matters and things set forth in the said answer, so far as relate to their own respective acts, are true, and so far as relate to the acts of others and of the Raritan and Delaware Bay Railroad Company, they believe them to be true.

F. B. CHETWOOD,  
 RICHARD JONES,  
 WM. TORREY,  
 WILLIAM A. TORREY,  
 JOHN TORREY, Jr.

30

Subscribed and sworn at Jersey }  
                   City, the                   day of July, }  
                   A. D. 1863, before me,

Master in Chancery, of New Jersey.





# Raritan and Delaware Bay Rail Road.

No. 3.

## TIME TABLE.

No. 3.

TAKES EFFECT MONDAY, APRIL 27, 1863.

For the Government of Employees only, and not for the information of the Public.

| GOING NORTH.               |                                                  |                               |                                        |                                            | Distance from Pier. | STATIONS                 | Distance between stations. | GOING SOUTH.                            |                                      |                               |                                |                                             |
|----------------------------|--------------------------------------------------|-------------------------------|----------------------------------------|--------------------------------------------|---------------------|--------------------------|----------------------------|-----------------------------------------|--------------------------------------|-------------------------------|--------------------------------|---------------------------------------------|
| No. 1.<br>Manchester Mail. | No. 3.<br>Long Branch Express.                   | No. 5.<br>Way Frt. and Accom. | No. 7.<br>Long Branch Frgt. and Accom. | No. 9.<br>Through Frt. Pass. Car attached. |                     |                          |                            | No. 2.<br>Way Freight and Accommodat'n. | No. 4.<br>Long Branch Frgt. & Accom. | No. 6.<br>Manchester Express. | No. 8.<br>Long Branch Express. | No. 10.<br>Through Frt. Pass. Car attached. |
| A. M. 9.30                 | .....                                            | A.M. Frt. 4.00                | A.M. Frt. 4.00                         | .....                                      | .....               | Ar. New York             | .....                      | P.M. Frgt. 5.00                         | P.M. Frgt. 5.00                      | .....                         | .....                          | .....                                       |
| " 8.05                     | .....                                            | P.M. Pass. 7.15               | P.M. Pass. 7.15                        | .....                                      | .....               | " Pier                   | .....                      | A.M. Pass. 6.00                         | A.M. Pass. 6.00                      | P. M. 4.15                    | P. M. 4.15                     | .....                                       |
| " 7.58                     | The Branch                                       | " 5.10                        | " 5.10                                 | .....                                      | .....               | Dep. Port Monmouth       | .....                      | " 8.20                                  | " 8.20                               | " 5.35                        | " 5.35                         | .....                                       |
| " 7.52                     | Train connects with Manchester Mail at Junction. | " Ar. 4.40                    | " Ar. 4.00                             | .....                                      | .....               | " Highland               | 1 3/4                      | " 8.40                                  | " 8.50                               | " 5.45                        | " 5.50                         | .....                                       |
| .....                      | .....                                            | .....                         | " 3.35                                 | .....                                      | 2 1/4               | .....                    | .....                      | " 9.00                                  | " 9.00                               | .....                         | " 5.56                         | .....                                       |
| " 7.46                     | .....                                            | " *4.27                       | " *3.45                                | .....                                      | 3                   | " Hopping                | 3 3/4                      | .....                                   | " *9.05                              | .....                         | .....                          | .....                                       |
| .....                      | .....                                            | .....                         | " 3.40                                 | .....                                      | 3 3/4               | " Middletown             | 4 3/4                      | " 9.12                                  | " 9.12                               | " 6.02                        | .....                          | .....                                       |
| " 7.35                     | .....                                            | " 4.17                        | " *3.25                                | .....                                      | 4 3/4               | " Hedden                 | 1                          | " *9.17                                 | " *9.17                              | .....                         | .....                          | .....                                       |
| .....                      | .....                                            | .....                         | " 3.15                                 | .....                                      | 6 3/4               | " Red Bank               | 2                          | " 9.10                                  | " 9.40                               | " 6.05                        | " 6.13                         | .....                                       |
| " 7.27                     | .....                                            | " *4.00                       | " 2.55                                 | .....                                      | 8 1/4               | " Shrewsbury             | 1 1/2                      | " 9.25                                  | " 9.55                               | " 6.15                        | " 6.19                         | .....                                       |
| " 7.21                     | .....                                            | " 3.50                        | " 2.43                                 | .....                                      | 10                  | " Junction               | 1 3/4                      | " 10.00                                 | " 10.00                              | " 6.15                        | " 6.25                         | .....                                       |
| .....                      | A. M. 7.18                                       | .....                         | " 2.40                                 | .....                                      | 10 1/2              | " { Eatontown            | 1 1/2                      | .....                                   | " 10.10                              | .....                         | " 6.30                         | .....                                       |
| .....                      | " 7.12                                           | .....                         | " 2.25                                 | .....                                      | 12                  | " { Oceanport            | 1 1/2                      | .....                                   | " 10.20                              | .....                         | " 6.36                         | .....                                       |
| .....                      | " 7.07                                           | .....                         | " 2.15                                 | .....                                      | 13 1/2              | " { Branchport           | 1 1/2                      | .....                                   | " 10.35                              | .....                         | " 6.43                         | .....                                       |
| .....                      | " 7.00                                           | .....                         | " 2.00                                 | .....                                      | 15                  | " { Long Branch          | 1 1/2                      | .....                                   | " Ar. 10.40                          | .....                         | " 6.50                         | .....                                       |
| " * 7.10                   | .....                                            | " *3.40                       | .....                                  | .....                                      | 12 1/4              | " Brown's                | 2 1/4                      | " *9.33                                 | .....                                | " *6.23                       | .....                          | .....                                       |
| " 6.59                     | .....                                            | " 3.25                        | .....                                  | .....                                      | 16 1/4              | " Shark River            | 4                          | " 9.53                                  | .....                                | " 6.35                        | .....                          | .....                                       |
| .....                      | .....                                            | " *3.10                       | .....                                  | .....                                      | 18                  | " New Bedford            | 13 1/4                     | " *10.00                                | .....                                | .....                         | .....                          | .....                                       |
| " 6.49                     | .....                                            | " 3.05                        | .....                                  | .....                                      | 19 1/2              | " Farmingdale            | 1 1/2                      | " 10.15                                 | .....                                | " 6.47                        | .....                          | .....                                       |
| .....                      | .....                                            | .....                         | .....                                  | .....                                      | .....               | .....                    | .....                      | .....                                   | .....                                | .....                         | .....                          | .....                                       |
| " 6.42                     | .....                                            | " 2.45                        | .....                                  | .....                                      | 21 1/4              | " Squankum               | 13 3/4                     | " 10.30                                 | .....                                | " 6.54                        | .....                          | .....                                       |
| " 6.27                     | .....                                            | " 2.20                        | .....                                  | .....                                      | 27                  | " Bergen Iron W'ks       | 5 3/4                      | " 11.00                                 | .....                                | " 7.10                        | .....                          | .....                                       |
| .....                      | .....                                            | " *1.52                       | .....                                  | .....                                      | 31                  | " White's Bridge         | 4                          | " *11.15                                | .....                                | " *7.20                       | .....                          | .....                                       |
| " *6.15                    | .....                                            | " *1.45                       | .....                                  | .....                                      | 33                  | " Ridgeway               | 2                          | " *11.20                                | .....                                | " *7.25                       | .....                          | .....                                       |
| " *6.10                    | .....                                            | " 1.40                        | .....                                  | .....                                      | 35                  | " Manchester             | 2                          | " 12.10                                 | .....                                | " 7.30                        | .....                          | .....                                       |
| " Dep 6.05                 | .....                                            | .....                         | .....                                  | .....                                      | .....               | .....                    | .....                      | .....                                   | .....                                | .....                         | .....                          | .....                                       |
| .....                      | .....                                            | " 12.55                       | .....                                  | .....                                      | 40 1/2              | " Whiting's Mill         | 5 1/2                      | P. M. 12.50                             | .....                                | .....                         | .....                          | .....                                       |
| .....                      | .....                                            | " 12.17                       | .....                                  | .....                                      | 41 1/2              | " Ferrago                | 1 1/4                      | .....                                   | .....                                | .....                         | .....                          | .....                                       |
| .....                      | .....                                            | " 12.02                       | .....                                  | .....                                      | 48 1/4              | " Woodmans'c             | 6 3/4                      | " 1.00                                  | .....                                | .....                         | .....                          | .....                                       |
| .....                      | .....                                            | .....                         | .....                                  | .....                                      | 50                  | " Lebanon                | 1 3/4                      | " 1.55                                  | .....                                | .....                         | .....                          | .....                                       |
| .....                      | A. M. 11.47                                      | .....                         | .....                                  | .....                                      | 53                  | " Shamong (Jones' Mills) | 3                          | " 2.15                                  | .....                                | .....                         | .....                          | .....                                       |
| .....                      | " *11.32                                         | .....                         | .....                                  | .....                                      | 56                  | " Harris                 | 3                          | " *2.25                                 | .....                                | .....                         | .....                          | .....                                       |
| .....                      | " *11.20                                         | .....                         | .....                                  | .....                                      | 60                  | " Hampton                | 4                          | " *2.40                                 | .....                                | .....                         | .....                          | .....                                       |
| .....                      | " 11.10                                          | .....                         | .....                                  | .....                                      | 64 1/2              | " Atsion Junction        | 4 1/2                      | " 2.55                                  | .....                                | .....                         | .....                          | .....                                       |

Trains leave Camden, N. J., via Camden and Atlantic R. R. at 9.15 A. M., connecting at Atsion with Train No. 5, at 11.10 A. M.

Trains connect at Atsion for Camden, Atlantic City, &amp;c., via Camden and Atlantic Railroad.

Train No. 2 connects at Atsion with train for Camden, arriving at 5 P. M.

..... indicates that trains do not stop.

¶ Stop for passengers going south of Junction.

Heavy figures where trains meet.

\* stop on signal.

NOTE.—Conductors and Engineers must keep themselves posted in regard to all General and Special Rules.

MANCHESTER, April 25, 1863.

B. S. SEYMOUR, Superintendent.



# Delaware and Maryland Bay Rail Road

## TIME TABLE

HEAT FRIED MONDAY, JUNE 1

| BIRCH, OHIO |      |         |      |         |      |         |      |         |      |
|-------------|------|---------|------|---------|------|---------|------|---------|------|
| Station     | Time | Station | Time | Station | Time | Station | Time | Station | Time |
| 1           | 00.0 | 2       | 01.0 | 3       | 02.0 | 4       | 03.0 | 5       | 04.0 |
| 6           | 05.0 | 7       | 06.0 | 8       | 07.0 | 9       | 08.0 | 10      | 09.0 |
| 11          | 10.0 | 12      | 11.0 | 13      | 12.0 | 14      | 13.0 | 15      | 14.0 |
| 16          | 15.0 | 17      | 16.0 | 18      | 17.0 | 19      | 18.0 | 20      | 19.0 |
| 21          | 20.0 | 22      | 21.0 | 23      | 22.0 | 24      | 23.0 | 25      | 24.0 |
| 26          | 25.0 | 27      | 26.0 | 28      | 27.0 | 29      | 28.0 | 30      | 29.0 |
| 31          | 30.0 | 32      | 31.0 | 33      | 32.0 | 34      | 33.0 | 35      | 34.0 |
| 36          | 35.0 | 37      | 36.0 | 38      | 37.0 | 39      | 38.0 | 40      | 39.0 |
| 41          | 40.0 | 42      | 41.0 | 43      | 42.0 | 44      | 43.0 | 45      | 44.0 |
| 46          | 45.0 | 47      | 46.0 | 48      | 47.0 | 49      | 48.0 | 50      | 49.0 |
| 51          | 50.0 | 52      | 51.0 | 53      | 52.0 | 54      | 53.0 | 55      | 54.0 |
| 56          | 55.0 | 57      | 56.0 | 58      | 57.0 | 59      | 58.0 | 60      | 59.0 |
| 61          | 00.0 | 62      | 01.0 | 63      | 02.0 | 64      | 03.0 | 65      | 04.0 |
| 66          | 05.0 | 67      | 06.0 | 68      | 07.0 | 69      | 08.0 | 70      | 09.0 |
| 71          | 10.0 | 72      | 11.0 | 73      | 12.0 | 74      | 13.0 | 75      | 14.0 |
| 76          | 15.0 | 77      | 16.0 | 78      | 17.0 | 79      | 18.0 | 80      | 19.0 |
| 81          | 20.0 | 82      | 21.0 | 83      | 22.0 | 84      | 23.0 | 85      | 24.0 |
| 86          | 25.0 | 87      | 26.0 | 88      | 27.0 | 89      | 28.0 | 90      | 29.0 |
| 91          | 30.0 | 92      | 31.0 | 93      | 32.0 | 94      | 33.0 | 95      | 34.0 |
| 96          | 35.0 | 97      | 36.0 | 98      | 37.0 | 99      | 38.0 | 100     | 39.0 |
| 101         | 40.0 | 102     | 41.0 | 103     | 42.0 | 104     | 43.0 | 105     | 44.0 |
| 106         | 45.0 | 107     | 46.0 | 108     | 47.0 | 109     | 48.0 | 110     | 49.0 |
| 111         | 50.0 | 112     | 51.0 | 113     | 52.0 | 114     | 53.0 | 115     | 54.0 |
| 116         | 55.0 | 117     | 56.0 | 118     | 57.0 | 119     | 58.0 | 120     | 59.0 |
| 121         | 00.0 | 122     | 01.0 | 123     | 02.0 | 124     | 03.0 | 125     | 04.0 |
| 126         | 05.0 | 127     | 06.0 | 128     | 07.0 | 129     | 08.0 | 130     | 09.0 |
| 131         | 10.0 | 132     | 11.0 | 133     | 12.0 | 134     | 13.0 | 135     | 14.0 |
| 136         | 15.0 | 137     | 16.0 | 138     | 17.0 | 139     | 18.0 | 140     | 19.0 |
| 141         | 20.0 | 142     | 21.0 | 143     | 22.0 | 144     | 23.0 | 145     | 24.0 |
| 146         | 25.0 | 147     | 26.0 | 148     | 27.0 | 149     | 28.0 | 150     | 29.0 |
| 151         | 30.0 | 152     | 31.0 | 153     | 32.0 | 154     | 33.0 | 155     | 34.0 |
| 156         | 35.0 | 157     | 36.0 | 158     | 37.0 | 159     | 38.0 | 160     | 39.0 |
| 161         | 40.0 | 162     | 41.0 | 163     | 42.0 | 164     | 43.0 | 165     | 44.0 |
| 166         | 45.0 | 167     | 46.0 | 168     | 47.0 | 169     | 48.0 | 170     | 49.0 |
| 171         | 50.0 | 172     | 51.0 | 173     | 52.0 | 174     | 53.0 | 175     | 54.0 |
| 176         | 55.0 | 177     | 56.0 | 178     | 57.0 | 179     | 58.0 | 180     | 59.0 |
| 181         | 00.0 | 182     | 01.0 | 183     | 02.0 | 184     | 03.0 | 185     | 04.0 |
| 186         | 05.0 | 187     | 06.0 | 188     | 07.0 | 189     | 08.0 | 190     | 09.0 |
| 191         | 10.0 | 192     | 11.0 | 193     | 12.0 | 194     | 13.0 | 195     | 14.0 |
| 196         | 15.0 | 197     | 16.0 | 198     | 17.0 | 199     | 18.0 | 200     | 19.0 |
| 201         | 20.0 | 202     | 21.0 | 203     | 22.0 | 204     | 23.0 | 205     | 24.0 |
| 206         | 25.0 | 207     | 26.0 | 208     | 27.0 | 209     | 28.0 | 210     | 29.0 |
| 211         | 30.0 | 212     | 31.0 | 213     | 32.0 | 214     | 33.0 | 215     | 34.0 |
| 216         | 35.0 | 217     | 36.0 | 218     | 37.0 | 219     | 38.0 | 220     | 39.0 |
| 221         | 40.0 | 222     | 41.0 | 223     | 42.0 | 224     | 43.0 | 225     | 44.0 |
| 226         | 45.0 | 227     | 46.0 | 228     | 47.0 | 229     | 48.0 | 230     | 49.0 |
| 231         | 50.0 | 232     | 51.0 | 233     | 52.0 | 234     | 53.0 | 235     | 54.0 |
| 236         | 55.0 | 237     | 56.0 | 238     | 57.0 | 239     | 58.0 | 240     | 59.0 |
| 241         | 00.0 | 242     | 01.0 | 243     | 02.0 | 244     | 03.0 | 245     | 04.0 |
| 246         | 05.0 | 247     | 06.0 | 248     | 07.0 | 249     | 08.0 | 250     | 09.0 |
| 251         | 10.0 | 252     | 11.0 | 253     | 12.0 | 254     | 13.0 | 255     | 14.0 |
| 256         | 15.0 | 257     | 16.0 | 258     | 17.0 | 259     | 18.0 | 260     | 19.0 |
| 261         | 20.0 | 262     | 21.0 | 263     | 22.0 | 264     | 23.0 | 265     | 24.0 |
| 266         | 25.0 | 267     | 26.0 | 268     | 27.0 | 269     | 28.0 | 270     | 29.0 |
| 271         | 30.0 | 272     | 31.0 | 273     | 32.0 | 274     | 33.0 | 275     | 34.0 |
| 276         | 35.0 | 277     | 36.0 | 278     | 37.0 | 279     | 38.0 | 280     | 39.0 |
| 281         | 40.0 | 282     | 41.0 | 283     | 42.0 | 284     | 43.0 | 285     | 44.0 |
| 286         | 45.0 | 287     | 46.0 | 288     | 47.0 | 289     | 48.0 | 290     | 49.0 |
| 291         | 50.0 | 292     | 51.0 | 293     | 52.0 | 294     | 53.0 | 295     | 54.0 |
| 296         | 55.0 | 297     | 56.0 | 298     | 57.0 | 299     | 58.0 | 300     | 59.0 |
| 301         | 00.0 | 302     | 01.0 | 303     | 02.0 | 304     | 03.0 | 305     | 04.0 |
| 306         | 05.0 | 307     | 06.0 | 308     | 07.0 | 309     | 08.0 | 310     | 09.0 |
| 311         | 10.0 | 312     | 11.0 | 313     | 12.0 | 314     | 13.0 | 315     | 14.0 |
| 316         | 15.0 | 317     | 16.0 | 318     | 17.0 | 319     | 18.0 | 320     | 19.0 |
| 321         | 20.0 | 322     | 21.0 | 323     | 22.0 | 324     | 23.0 | 325     | 24.0 |
| 326         | 25.0 | 327     | 26.0 | 328     | 27.0 | 329     | 28.0 | 330     | 29.0 |
| 331         | 30.0 | 332     | 31.0 | 333     | 32.0 | 334     | 33.0 | 335     | 34.0 |
| 336         | 35.0 | 337     | 36.0 | 338     | 37.0 | 339     | 38.0 | 340     | 39.0 |
| 341         | 40.0 | 342     | 41.0 | 343     | 42.0 | 344     | 43.0 | 345     | 44.0 |
| 346         | 45.0 | 347     | 46.0 | 348     | 47.0 | 349     | 48.0 | 350     | 49.0 |
| 351         | 50.0 | 352     | 51.0 | 353     | 52.0 | 354     | 53.0 | 355     | 54.0 |
| 356         | 55.0 | 357     | 56.0 | 358     | 57.0 | 359     | 58.0 | 360     | 59.0 |
| 361         | 00.0 | 362     | 01.0 | 363     | 02.0 | 364     | 03.0 | 365     | 04.0 |
| 366         | 05.0 | 367     | 06.0 | 368     | 07.0 | 369     | 08.0 | 370     | 09.0 |
| 371         | 10.0 | 372     | 11.0 | 373     | 12.0 | 374     | 13.0 | 375     | 14.0 |
| 376         | 15.0 | 377     | 16.0 | 378     | 17.0 | 379     | 18.0 | 380     | 19.0 |
| 381         | 20.0 | 382     | 21.0 | 383     | 22.0 | 384     | 23.0 | 385     | 24.0 |
| 386         | 25.0 | 387     | 26.0 | 388     | 27.0 | 389     | 28.0 | 390     | 29.0 |
| 391         | 30.0 | 392     | 31.0 | 393     | 32.0 | 394     | 33.0 | 395     | 34.0 |
| 396         | 35.0 | 397     | 36.0 | 398     | 37.0 | 399     | 38.0 | 400     | 39.0 |
| 401         | 40.0 | 402     | 41.0 | 403     | 42.0 | 404     | 43.0 | 405     | 44.0 |
| 406         | 45.0 | 407     | 46.0 | 408     | 47.0 | 409     | 48.0 | 410     | 49.0 |
| 411         | 50.0 | 412     | 51.0 | 413     | 52.0 | 414     | 53.0 | 415     | 54.0 |
| 416         | 55.0 | 417     | 56.0 | 418     | 57.0 | 419     | 58.0 | 420     | 59.0 |
| 421         | 00.0 | 422     | 01.0 | 423     | 02.0 | 424     | 03.0 | 425     | 04.0 |
| 426         | 05.0 | 427     | 06.0 | 428     | 07.0 | 429     | 08.0 | 430     | 09.0 |
| 431         | 10.0 | 432     | 11.0 | 433     | 12.0 | 434     | 13.0 | 435     | 14.0 |
| 436         | 15.0 | 437     | 16.0 | 438     | 17.0 | 439     | 18.0 | 440     | 19.0 |
| 441         | 20.0 | 442     | 21.0 | 443     | 22.0 | 444     | 23.0 | 445     | 24.0 |
| 446         | 25.0 | 447     | 26.0 | 448     | 27.0 | 449     | 28.0 | 450     | 29.0 |
| 451         | 30.0 | 452     | 31.0 | 453     | 32.0 | 454     | 33.0 | 455     | 34.0 |
| 456         | 35.0 | 457     | 36.0 | 458     | 37.0 | 459     | 38.0 | 460     | 39.0 |
| 461         | 40.0 | 462     | 41.0 | 463     | 42.0 | 464     | 43.0 | 465     | 44.0 |
| 466         | 45.0 | 467     | 46.0 | 468     | 47.0 | 469     | 48.0 | 470     | 49.0 |
| 471         | 50.0 | 472     | 51.0 | 473     | 52.0 | 474     | 53.0 | 475     | 54.0 |
| 476         | 55.0 | 477     | 56.0 | 478     | 57.0 | 479     | 58.0 | 480     | 59.0 |
| 481         | 00.0 | 482     | 01.0 | 483     | 02.0 | 484     | 03.0 | 485     | 04.0 |
| 486         | 05.0 | 487     | 06.0 | 488     | 07.0 | 489     | 08.0 | 490     | 09.0 |
| 491         | 10.0 | 492     | 11.0 | 493     | 12.0 | 494     | 13.0 | 495     | 14.0 |
| 496         | 15.0 | 497     | 16.0 | 498     | 17.0 | 499     | 18.0 | 500     | 19.0 |
| 501         | 20.0 | 502     | 21.0 | 503     | 22.0 | 504     | 23.0 | 505     | 24.0 |
| 506         | 25.0 | 507     | 26.0 | 508     | 27.0 | 509     | 28.0 | 510     | 29.0 |
| 511         | 30.0 | 512     | 31.0 | 513     | 32.0 | 514     | 33.0 | 515     | 34.0 |
| 516         | 35.0 | 517     | 36.0 | 518     | 37.0 | 519     | 38.0 | 520     | 39.0 |
| 521         | 40.0 | 522     | 41.0 | 523     | 42.0 | 524     | 43.0 | 525     | 44.0 |
| 526         | 45.0 | 527     | 46.0 | 528     | 47.0 | 529     | 48.0 | 530     | 49.0 |
| 531         | 50.0 | 532     | 51.0 | 533     | 52.0 | 534     | 53.0 | 535     | 54.0 |
| 536         | 55.0 | 537     | 56.0 | 538     | 57.0 | 539     | 58.0 | 540     | 59.0 |
| 541         | 00.0 | 542     | 01.0 | 543     | 02.0 | 544     | 03.0 | 545     | 04.0 |
| 546         | 05.0 | 547     | 06.0 | 548     | 07.0 | 549     | 08.0 | 550     | 09.0 |
| 551         | 10.0 | 552     | 11.0 | 553     | 12.0 | 554     | 13.0 | 555     | 14.0 |
| 556         | 15.0 | 557     | 16.0 | 558     | 17.0 | 559     | 18.0 | 560     | 19.0 |
| 561         | 20.0 | 562     | 21.0 | 563     | 22.0 | 564     | 23.0 | 565     | 24.0 |
| 566         | 25.0 | 567     | 26.0 | 568     | 27.0 | 569     | 28.0 | 570     | 29.0 |
| 571         | 30.0 | 572     | 31.0 | 573     | 32.0 | 574     | 33.0 | 575     | 34.0 |
| 576         | 35.0 | 577     | 36.0 | 578     | 37.0 | 579     | 38.0 | 580     | 39.0 |
| 581         | 40.0 | 582     | 41.0 | 583     | 42.0 | 584     | 43.0 | 585     | 44.0 |
| 586         | 45.0 | 587     | 46.0 | 588     | 47.0 | 589     | 48.0 | 590     | 49.0 |
| 591         | 50.0 | 592     | 51.0 | 593     | 52.0 | 594     | 53.0 | 595     | 54.0 |
| 596         | 55.0 | 597     | 56.0 | 598     | 57.0 | 599     | 58.0 | 600     | 59.0 |



# Raritan and Delaware Bay Rail Road.

No. 4.

TIME TABLE.

No. 4.

TAKES EFFECT MONDAY, JUNE 15, 1863.

| GOING NORTH.                        |                         |                                                         |                                  |                         |                               |                  |                            |         | GOING SOUTH.                                                                                |              |                            |       |                                   |                              |                         |                         |                                    |                                    |                  |         |
|-------------------------------------|-------------------------|---------------------------------------------------------|----------------------------------|-------------------------|-------------------------------|------------------|----------------------------|---------|---------------------------------------------------------------------------------------------|--------------|----------------------------|-------|-----------------------------------|------------------------------|-------------------------|-------------------------|------------------------------------|------------------------------------|------------------|---------|
| No. 1.                              | No. 3.                  | No. 5.                                                  | No. 7.                           | No. 9.                  | No. 11.                       | No. 13.          | No. 15.                    | No. 17. | FOR THE GOVERNMENT<br>OF EMPLOYEES ONLY, AND<br>NOT FOR THE INFORMAT-<br>ION OF THE PUBLIC. |              | Distance between stations. |       | No. 2.                            | No. 4.                       | No. 6.                  | No. 8.                  | No. 10.                            | No. 12.                            | No. 14.          | No. 16. |
| Ton's River and<br>Manchester Mail. | Long Branch<br>Express. | Long Branch and<br>Camden Express.                      | Way Freight.<br>Pass Car Attach. | Long Branch<br>Express. | Long Branch<br>Accommodation. | Through Freight. | Farmer's<br>Accommodation. |         | STATIONS.                                                                                   |              | Distance between stations. |       | Way Freight.<br>Pass. Car Attach. | Long Branch<br>Accommodat'n. | Long Branch<br>Express. | Long Branch<br>Express. | Manchester and<br>Toms River Mail. | Long Branch and<br>Camden Express. | Through Freight. |         |
| A. M.                               | A. M.                   | P. M.                                                   | A. M.                            | P. M.                   | P. M.                         | A. M.            | A. M.                      | P. M.   |                                                                                             |              |                            |       | P. M.                             | A. M.                        | A. M.                   | P. M.                   | P. M.                              | P. M.                              | P. M.            | P. M.   |
| 9.30                                | 9.30                    |                                                         | 5.00                             | 1.30                    | 7.00                          | 5.00             | 9.30                       | .....   | Ar                                                                                          | New York     | Dep.                       |       | P. M.                             | 6.15                         | 10.40                   | 4.15                    | 4.15                               | .....                              | 5.00             | .....   |
| 8.05                                | 8.05                    |                                                         | 7.15                             | 12.10                   | 5.22                          | 12.10            | 7.27                       | .....   | "                                                                                           | Pier         | "                          |       | Frht 5.00<br>Pass 6.15            | 8.20                         | 12.10                   | 5.35                    | 5.38                               | .....                              | 10.45            | .....   |
| 7.58                                | 7.58                    |                                                         | 7.05                             | 12.03                   | 5.15                          | 12.00            | 7.20                       | .....   | Dep.                                                                                        | Pt. Monmouth | "                          | 1 4-3 | AM. 7.45                          | 8.30                         | 12.17                   | .....                   | 5.45                               | .....                              | 10.55            | .....   |
| 7.53                                | .....                   |                                                         | 6.50                             | 11.58                   | 5.05                          | .....            | 7.05                       | .....   | "                                                                                           | Highland     | "                          | 1 4-3 | 8.05                              | 8.35                         | 12.22                   | .....                   | 5.51                               | .....                              | .....            | .....   |
| .....                               | .....                   |                                                         | *6.40                            | .....                   | .....                         | .....            | *                          | .....   | 3                                                                                           | "            | Hopping                    | "     | 4 4-3                             | *8.20                        | .....                   | .....                   | .....                              | .....                              | .....            | .....   |
| 7.46                                | .....                   |                                                         | 6.55                             | 11.53                   | 5.00                          | .....            | 6.50                       | .....   | 3 4                                                                                         | "            | Middletown                 | "     | 4 4-3                             | 8.30                         | 8.42                    | 12.28                   | 5.57                               | .....                              | .....            | .....   |
| .....                               | .....                   | Passengers for Stations North<br>transferred to No. 11. | *6.25                            | .....                   | .....                         | .....            | *                          | .....   | 4 4-3                                                                                       | "            | Hedden                     | "     | 1                                 | *8.35                        | .....                   | .....                   | .....                              | .....                              | .....            | .....   |
| 7.33                                | *7.43                   |                                                         | 6.15                             | 11.43                   | 4.50                          | 11.30            | 6.30                       | .....   | 6 4                                                                                         | "            | Red Bank                   | "     | 2                                 | 9.00                         | 8.54                    | 12.39                   | *5.58                              | 6.10                               | 11.20            | .....   |
| 7.24                                | .....                   |                                                         | 5.05                             | 11.36                   | 4.42                          | .....            | 6.15                       | .....   | 8 4                                                                                         | "            | Shrewsbury                 | "     | 11 4-3                            | 9.10                         | 9.00                    | 12.45                   | 6.16                               | .....                              | .....            | .....   |
| 7.18                                | .....                   | 11.30                                                   | Dep. 4.40<br>Ar 4.52             | 11.30                   | 4.37                          | .....            | 6.03                       | .....   | 10                                                                                          | "            | Junction                   | "     | 1 4-3                             | 9.20                         | 9.05                    | 12.50                   | 6.06                               | 6.21                               | 3.53             | .....   |
| .....                               | 7.32                    | 11.28                                                   | .....                            | 11.25                   | 4.35                          | .....            | Dep. 6.00                  | .....   | 10 1/2                                                                                      | "            | Eatontown                  | "     | 1 4-3                             | .....                        | 9.15                    | 12.54                   | 6.10                               | .....                              | 3.50             | .....   |
| .....                               | 7.26                    | *11.32                                                  | .....                            | 11.20                   | 4.25                          | .....            | .....                      | .....   | 12                                                                                          | "            | Oceanport                  | "     | 1 4-3                             | .....                        | 9.23                    | 12.59                   | 6.15                               | .....                              | 3.45             | .....   |
| .....                               | 7.21                    | *11.37                                                  | .....                            | 11.15                   | 4.15                          | .....            | .....                      | .....   | 13 1/2                                                                                      | "            | Branchport                 | "     | 1 4-3                             | .....                        | 9.35                    | 1.05                    | 6.21                               | .....                              | 3.40             | .....   |
| .....                               | Dep. 7.15               | Ar 11.42                                                | .....                            | Dep. 4.00               | .....                         | .....            | .....                      | .....   | 15                                                                                          | "            | L'g Branch                 | "     | 1 4-3                             | .....                        | Ar 9.40                 | Ar 1.10                 | Ar 6.26                            | .....                              | Dep. 3.35        | .....   |
| *7.10                               | .....                   | .....                                                   | *4.23                            | .....                   | .....                         | .....            | .....                      | .....   | 12 1/4                                                                                      | "            | Brown's                    | "     | 2 1/4                             | *9.30                        | .....                   | .....                   | *6.28                              | .....                              | .....            | .....   |
| 6.59                                | .....                   | 11.13                                                   | Ar 3.53                          | .....                   | .....                         | .....            | .....                      | .....   | 16 1/4                                                                                      | "            | Shark River                | "     | 4                                 | 9.52                         | .....                   | .....                   | 6.40                               | *4.07                              | .....            | .....   |
| .....                               | .....                   | .....                                                   | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 18                                                                                          | "            | New Bedford                | "     | 1 3/4                             | .....                        | .....                   | .....                   | .....                              | .....                              | .....            | .....   |
| 6.49                                | *11.00                  | 3.40                                                    | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 19 3/4                                                                                      | "            | Farmingdale                | "     | 1 3/4                             | 10.10                        | .....                   | .....                   | 6.51                               | *1.16                              | 12.15            | .....   |
| 6.42                                | .....                   | 3.20                                                    | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 21 1/4                                                                                      | "            | Squankum                   | "     | 1 3/4                             | 10.20                        | .....                   | .....                   | 6.57                               | .....                              | .....            | .....   |
| 6.28                                | 10.45                   | 2.55                                                    | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 27 1/4                                                                                      | "            | Bergen Iron W'ks           | "     | 5 1/4                             | Ar 10.38<br>Dep. 11.00       | .....                   | .....                   | 7.14                               | *1.33                              | .....            | .....   |
| *6.15                               | .....                   | *2.28                                                   | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 31                                                                                          | "            | White's Bridge             | "     | 4                                 | *11.15                       | .....                   | .....                   | *7.25                              | .....                              | .....            | .....   |
| *6.10                               | .....                   | *2.20                                                   | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 33                                                                                          | "            | Ridgeway                   | "     | 2                                 | *11.20                       | .....                   | .....                   | *7.30                              | .....                              | .....            | .....   |
| Dep. 6.05                           | 10.25                   | 2.15                                                    | .....                            | .....                   | .....                         | 10.00            | .....                      | .....   | 35                                                                                          | "            | Manchester                 | "     | 2                                 | 11.55                        | .....                   | .....                   | Ar 7.35                            | 4.55                               | 1.30             | .....   |
| .....                               | .....                   | 1.35                                                    | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 40 1/2                                                                                      | "            | Whiting's Mill             | "     | 5 1/2                             | 11.25                        | .....                   | .....                   | .....                              | .....                              | .....            | .....   |
| .....                               | .....                   | 9.52                                                    | 1.00                             | .....                   | *9.05                         | .....            | .....                      | .....   | 41 1/2                                                                                      | "            | Ferrugo                    | "     | 1 1/4                             | .....                        | .....                   | .....                   | .....                              | .....                              | .....            | .....   |
| .....                               | .....                   | 12.30                                                   | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 48 1/4                                                                                      | "            | Woodmansie                 | "     | 6 1/2                             | 1.10                         | .....                   | .....                   | .....                              | 5.25                               | .....            | .....   |
| .....                               | .....                   | .....                                                   | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 50                                                                                          | "            | Lebanon                    | "     | 1 1/2                             | 1.25                         | .....                   | .....                   | .....                              | .....                              | .....            | .....   |
| .....                               | .....                   | *9.38                                                   | 12.15                            | .....                   | *8.50                         | .....            | .....                      | .....   | 53                                                                                          | "            | Shamong (Jones' Mills)     | "     | 3                                 | 1.45                         | .....                   | .....                   | .....                              | *5.40                              | 2.45             | .....   |
| .....                               | .....                   | *11.50                                                  | .....                            | .....                   | .....                         | .....            | .....                      | .....   | 56                                                                                          | "            | Harris                     | "     | 3                                 | *1.55                        | .....                   | .....                   | .....                              | .....                              | .....            | .....   |
| .....                               | .....                   | *9.10                                                   | Dep. 11.22                       | .....                   | Dep. 8.00                     | .....            | 4.42                       | .....   | 60                                                                                          | "            | Hampton                    | "     | 4                                 | .....                        | .....                   | .....                   | .....                              | *6.08                              | Ar 5.35          | .....   |
| A. M.                               | A. M.                   | A. M.                                                   | A. M.                            | A. M.                   | P. M.                         | P. M.            | A. M.                      | P. M.   | 64 1/2                                                                                      | "            | Atsion Junct'n             | Ar.   | 4 1/2                             | Ar 2.25                      | P. M.                   | A. M.                   | P. M.                              | P. M.                              | A. M.            | A. M.   |

Trains leave Camden, N. J., via Camden and Atlantic Railroad at 7.45 A. M. and 9.15 A. M., Way Freight with passenger car attached, connecting at Atsion with Trains No. 7 and 9, at 9.10 and 11.22 A. M., daily, (Sundays excepted).

Trains connect at Atsion for Camden and Atlantic City, &c., via Camden and Atlantic Railroad.

Trains Nos. 2 and 12 connect at Atsion with trains arriving at Camden at 4.45 and 7.35 P. M., daily (Sundays excepted.)

Train No. 15 will run on Mondays only.

NOTE.—Conductors and Engineers must keep themselves posted in regard to all General and Special Rules.

BENJ'N STRONG, Assist. Sup't.

MANCHESTER, June 1, 1863.

\* stop on signal.

Heavy figures where trains meet and pass.

B. S. SEYMOUR, Gen'l Sup't.



## IN CHANCERY OF NEW JERSEY.

Between  
 THE DELAWARE AND RARITAN CANAL  
 AND CAMDEN AND AMBOY RAILROAD  
 AND TRANSPORTATION COMPANY,

Complainants,

AND

THE RARITAN AND DELAWARE BAY  
 RAILROAD COMPANY, and others,  
 Defendants.

Replication.  
 Filed July 10, 1863.

These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the answers of "The Raritan and Delaware Bay Railroad Company," Francis B. Chetwood, Richard Jones, William Torrey, William A. Torrey and John Torrey, Jun., and "The Camden and Atlantic Railroad Company," John Broadhead, Joseph W. Cooper, Thomas McKeen and Samuel Richards for replication thereto saith, that they will aver and prove their supplemental bill to be true, certain and sufficient in the law to be answered unto, and that the said answers of the said defendants are uncertain, 10 untrue and insufficient to be replied unto by these repliants, without that that any other matter or thing whatsoever, in the said answers contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true: all which matters and things these repliants are and will be ready to aver and prove, as this honorable court shall direct, and humbly pray, as in and by their said supplemental bill they have already prayed.

JOSEPH P. BRADLEY,  
 Solicitor and of Counsel with Complainants.

20

Dated July 10, 1863.

## IN CHANCERY OF NEW JERSEY.

|                                                                                                                 |               |              |
|-----------------------------------------------------------------------------------------------------------------|---------------|--------------|
| Between                                                                                                         |               |              |
| THE DELAWARE AND RARITAN CANAL<br>COMPANY AND THE CAMDEN AND AM-<br>BOY RAILROAD AND TRANSPORTATION<br>COMPANY, | Complainants, | On Bill, &c. |
| AND                                                                                                             |               |              |
| THE RARITAN AND DELAWARE BAY<br>RAILROAD COMPANY and others,                                                    | Defendants.   |              |

The motion for injunction in this case being set down for hearing at this time, and the defendants having answered the complainants' bill, and it being proposed by counsel, for the mutual convenience of the parties, that the said motion shall not now be argued, but that, in lieu thereof, the cause shall be set down at a short day for final hearing—it is ordered, that this cause be put immediately at issue, and that it be set down for final hearing on the first day of the next term of the court, and be placed first on the list, and

10 that the parties close their proofs and depositions at least twenty days before the sitting of the court. It is further ordered, that the complainants, if they shall be so advised, have leave to amend their bill, by annexing thereto an allegation for making the Philadelphia and Eastern Transportation Company parties defendants to said bill of complaint.

On motion of Joseph P. Bradley, solicitor for the complainants.

Dated July 10, 1863.

HENRY W. GREEN, *C.*

20 It is agreed in the foregoing cause that the objection of want of proper parties for not making the Philadelphia and Eastern Transportation Company parties defendant therein, shall be and the same is hereby waived, and will not be raised on the argument of the cause.

Dated July 10, 1863.

B. WILLIAMSON, *Counsel, &c.*

A. BROWNING, *Counsel, &c.*

## IN CHANCERY OF NEW JERSEY.

|                                                                                                  |   |                                           |
|--------------------------------------------------------------------------------------------------|---|-------------------------------------------|
| Between                                                                                          |   |                                           |
| THE DELAWARE AND RARITAN CANAL<br>AND CAMDEN AND AMBOY RAILROAD<br>AND TRANSPORTATION COMPANIES, | } |                                           |
| Complainants,                                                                                    |   |                                           |
| and                                                                                              |   |                                           |
| THE RARITAN AND DELAWARE BAY<br>RAILROAD COMPANY, and others,                                    | } |                                           |
| Defendants.                                                                                      |   |                                           |
|                                                                                                  |   | On Bill, &c.<br>Supplemental<br>Bill, &c. |

It is ordered, by agreement of the parties in this cause, that the deposition, affidavits, and proofs heretofore taken therein, shall and may be used as evidence on the final hearing thereof, and that such further depositions and proofs as may be desired to be taken by either party, may be taken before Staats S. Morris, Esquire, a Master and Examiner of the Court, at Taylor's Hotel, in Jersey City, to commence on Tuesday, the twenty-ninth day of September instant, at 10 o'clock in the forenoon, and continue from day to day 10 until the same be finished.

HENRY W. GREEN, *C.*

We agree to the above order.

September 23, 1863.

B. WILLIAMSON,

*For Raritan and Delaware Bay Railroad Co.*

A. BROWNING,

*Of Counsel of the Camden and Amboy Railroad Co.*

T. P. CARPENTER,

*Solicitor of Camden and Atlantic Railroad Co., et al.*

CHETWOOD & MAGIE,

*Solicitors of Raritan and Delaware Bay Railroad Co.*

20



## IN CHANCERY OF NEW JERSEY.

|                                                                                                                   |                             |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Between                                                                                                           |                             |
| THE DELAWARE AND RARITAN CANAL AND<br>CAMDEN AND AMBOY RAILROAD AND<br>TRANSPORTATION COMPANIES,<br>Complainants. | } On Bill, &c.              |
| AND                                                                                                               |                             |
| THE RARITAN AND DELAWARE BAY RAIL-<br>ROAD COMPANY AND OTHERS,<br>Defendants.                                     | } Supplemental<br>Bill, &c. |

Depositions and proofs taken in the above stated cause before me, Staats S. Morris, one of the Masters and Examiners of the Court of Chancery of New Jersey, at Taylor's Hotel in Jersey City, commencing on Tuesday, the twenty-ninth day of September, in the year one thousand eight hundred and sixty-three, in the forenoon, pursuant to an order made in said cause, by the Chancellor, bearing date the 23d day of September, 1863.

There being no person in attendance at the time and place  
10 noticed for the examination, at the request of complainant's counsel I adjourned the examination to Tuesday, the 6th day of October, at the same place and hour.

TUESDAY, October 6, 1863.—No person attending, I again adjourned the examination, on like request, to Tuesday, the 13th day of October inst., at the same place and hour.

TUESDAY, October 13, 1863.—No person attending, on like request, I adjourned the examination to Thursday, the 15th day of October inst., at the same place and hour.

THURSDAY, October 15, 1863.—No person attending, on  
20 like request I adjourned the examination to Saturday, the 17th day of October inst., at the same place and hour, and wrote to Mr. Williamson, counsel of one of the defendants, notifying him of this last adjournment, &c.

SATURDAY, October 17, 1863.—Parties appeared. J. P. Bradley, Esq., and R. Gilchrist, Esq., on the part of complainants, and Ashbel Green, Esq., and B. Williamson, Esq., on the part of the defendants—the Raritan and Delaware Bay Railroad and the defendants joining with them in answer, and proceeded with the examination.

GEORGE E. SAFFORD, a witness produced by the complainants, being duly sworn, deposeth as follows :

I reside in Burlington, Burlington county, New Jersey. I passed over the Delaware and Raritan Bay Railroad last winter in the cars from Manchester to Jackson. I went over that route between New York and Philadelphia. It was on the 12th of January ; also on the 9th of January. I had some freight transported on that route, from New York to Philadelphia—two barrels of sugar and three firkins of butter. I accompanied my freight. The route by which it went commenced at the foot of Murray street, New York, went aboard the steamer Thomas Colyer, and went to Port Monmouth ; thence by rail to Camden, passing through Manchester, Atsion, Jackson, and then from Camden to Philadelphia by ferry boat.

*Ques.* Did there appear to be a regular line of transportation in operation from New York to Philadelphia by that route ?

*Ans.* There did.

There was plenty of freight went by the line besides my own. I suppose fifty tons. I had previously obtained handbills and cards of that line. I have them here. I did not get them at that time. I got them previously, three days previous. I got them on the 9th of January. (Witness produces the several cards, tariff list, and time table ; which I have marked Exhibits 1, 2, 3, 4 and 5. Witness says :) I obtained No. 1 from the office of Reed & Co. agents of the line in New York. No. 2 at Mr. Cass's office in Philadelphia, agents at the Philadelphia end of the line. No. 3 I got at the same place last mentioned. No. 4 and 5 I obtained of the assistant superintendant of the road at Manchester. I think his name is Benjamin J Strong.

*Ques.* Did the Delaware and Raritan Bay Railroad Company have an office in New York at that time ?

*Ans.* They had. I called there. I saw a gentleman there by the name of Joseph Torrey, acting as book-keeper. The office was at No. 65 Beaver street. I asked him if he would transport freight by the road to Philadelphia. This was on the 9th of January last. He told me he would not to Phil-

adelphia,—but he would to Camden—any amount I wanted to ship. I asked him where they shipped freight, and who was their freight agent. He told me a man by the name of Ruggles was their freight agent at the foot of Murray street, North River. I went there, saw Mr. Ruggles. I found there a receiving station for freight, and I saw clerks there receiving and weighing freight, receipting for it. The freight was marked destined for Camden and Philadelphia. There was not a very great amount of freight there at that particular  
 10 moment. I should think not to exceed ten tons; it was early in the morning. I saw Ruggles there. He told me they received goods there, but they must go to Messrs. Reid & Co., No. 2 Murray street, for bills of lading. I went there and obtained bills of lading. That was the occasion of my getting the card there. I had a conversation with Mr. Reid then. He told me they were prepared to take any amount of freight by the Raritan and Delaware Bay Railroad route from New York to Philadelphia; and as an inducement for shippers to send their freight by them, they proposed to take  
 20 it at two cents less on the hundred pounds than the Camden and Amboy Railroad Company were taking it. They told me they were taking from 125,000 to 150,000 pounds a day, and that their business was increasing. This related only to the through business between New York and Philadelphia. I received my goods in Philadelphia at Vine street, at the office of the Company there I suppose. There was not much of an office. It was a place where freight was being received and delivered. I don't recollect who was agent there.—Mr. Reid told me that morning that he was going that morn-  
 30 ing to see parties to negotiate for one hundred freight cars; he said their business was increasing so rapidly that they had not facilities to do it. This notice, marked Exhibit 3, had gained circulation in Philadelphia.

Cross-examined.

I am connected with the Camden and Amboy Company as Assistant Superintendent at Bordentown. I have been in their employ since the first of March last. I was not engaged in any business at the time I had the conversation with Mr. Torrey. I was in very poor health, and was not engaged  
 40 in any business. I resided then in Philadelphia. I moved



to Burlington in April. I went to the office of the Railroad Company at the request of William H. Gatzmer, the agent of the Camden and Amboy Railroad. I bought the goods I sent over the railroad in New York, in pursuance of Mr. Gatzmer's instructions. I only sent goods once; I think it was the 12th. The receipts of Reid & Co., will show that. I never applied again to take freight over that route. I have never had any instructions to apply again. I have been here in Jersey City before on two occasions to be examined, the last time two weeks ago last Tuesday; the other time a 10 week before that.

*Ques.* What time did you leave New York when you accompanied your goods?

*Ans.* I went in the steamer Colyer, which left at five in the afternoon; I think it was about that time, and went to Port Monmouth. I then took the cars and went to Manchester; remained in Manchester until five o'clock the next morning or thereabouts. The freight train then came up, and I went aboard the train, buying a ticket; I don't recollect whether for Camden or Philadelphia, but the ticket bought 20 took me into Philadelphia. On arriving at Philadelphia, about 9 o'clock in the morning, I went to the office in Vine street, and asked the clerk if the goods, naming the goods marked [G] had arrived; he showed me the manifest of the train, and these three tubs of butter and two barrels of sugar were on it. The goods were delivered to the Company by the parties from whom I purchased them. I know this, because they charged me with the cartage. I don't know that I can now give the names of the parties from whom I purchased the goods. I saw the goods marked in New York. Mr. 30 Gatzmer furnished me with the money to buy these goods. I sold the two barrels of sugar to Bloodgood. I don't recollect the man's name to whom I sold the butter. Bloodgood kept the Walnut-Street House, in Philadelphia, at that time. I allowed the money I received upon the sale of these goods upon a settlement with Mr. Gatzmer. I did not see these goods from the time I purchased them in New York until I saw them on the wharf at the foot of Vine street, Philadelphia.

*Ques.* You have said that Reid & Co. were the agents of the line? What line did you mean?

*Ans.* The Importers' and Traders' Despatch. In the conversation with Mr. Joseph Long, I applied to have the goods taken to Baltimore, and he told me they would not have anything to do with Philadelphia; they shipped goods to Camden. I have never been over the route since. It was not a very expeditious route; very far from being a despatch route. I had to sleep in the cars all night at Manchester.

10

Direct examination resumed.

Witness here produces the receipt for the goods and the bills of lading, which I have marked Exhibits 6, 7 and 8, for complainant, and says they are the bills of lading and receipt for the goods.

Cross-examined.

I got these from No. 2 Murray street, from Reid & Co. I paid the freight. I paid it in Philadelphia, at the office on Vine street wharf. I am mistaken. I did not get Exhibit  
20 No. 6 in New York, but got it in Philadelphia when I paid the freight. I got Exhibits Nos. 7 and 8 in New York, at No. 2 Murray street, myself. No. 2 Murray street is the second door from Broadway.

Direct examination.

I went across the route at the request of Mr. Gatzmer to ascertain the mode of doing business on the line.

Defendants' counsel here wishes to note an objection to conversations with Ruggles, Reid, and persons in an office in Vine street, Philadelphia; also to Exhibits 1, 2, 3, 6, 7 and 8—said objections having been taken in due time.

G. E. SAFFORD.

30 Sworn and subscribed before me, at Jersey City, }  
this 17th day of October, A. D. 1863. }

S. S. MORRIS, Master and Examiner in Chancery.

JOSEPH H. MIRKIL, being duly sworn, answers as follows

On the 12th day of January last, as near as I can recollect, I shipped a box of dry goods to New York from Philadelphia, at the foot of Vine street wharf, for which I got this receipt: (Receipt marked Exhibit 9 for complainants.)

I see it is dated July, which is a mistake. It should be January. This box of dry goods went over to Camden and was placed on the platform, and it lay there all night. I went there the next morning and saw it. They put it into a freight car, and I suppose it went to New York, but I don't know. I then took passage in the 1.15 train for New York. I asked the man who sold me the ticket at what time I would arrive there; he told me at a little after 7 o'clock. I then purchased a ticket, for which I paid \$2 50. This was at Camden; of which the paper marked Exhibit No. 10 for complainant is a copy. They took a portion of it off at the junction. They took another portion before I think I got to Port Monmouth, and we couldn't go on further that night. We laid over there till next morning. The freight boat was then loading with freight. I took the passenger boat in the morning. I think it was the Thomas Colyer; got in York about 10 o'clock. I went to the depot foot of Murray street where the boat landed to look after my box, and they were just fetching it from on board the freight boat and putting it on the wharf. I went to the man and received it, and re-shipped it for Philadelphia, and got this receipt: (Receipt marked Exhibit 11 for complainants.) 10

I received the box again at Philadelphia at the foot of Vine street wharf where I had shipped it. I did not go back by the same line. The last part of the ticket I gave up on the steamboat after leaving Port Monmouth. I got this handbill of the lines in the office at the foot of Murray street. 20

The bill is marked Exhibit No. 12 for complainants. I applied for a passage ticket in Philadelphia for New York, by the said line, but they said they did not sell them there, but I could get a ticket over in Camden, which I did accordingly. I applied for a ticket at an office in South Fifth street; I don't know whom it was. I think it was Reid & Co. I asked a man at the foot of Vine street if they 40



carried passengers to New York. He said he didn't know, and he directed me to this office up in Fifth street.

*Ques.* When you took your box to the foot of Vine street, did you ask to have it sent to New York?

*Ans.* I did.

*Ques.* Did you state by what route you wished to have it go?

*Ans.* I did.

*Ques.* What route did you state you wanted it to go by?  
10 *Ans.* The Delaware Bay.

*Ques.* What do you mean by Delaware Bay; what was the understanding? (Objected to.)

*Ans.* This line.—This handbill.—The Raritan and Delaware Bay Railroad.

*Ques.* Did they agree to take it by that route?

*Ans.* Yes, they received it and gave me a receipt.

*Ques.* Was other freight besides yours carried?

*Ans.* I saw quite a lot of freight on that platform, but whether it went through to New York I don't know.

20 *Ques.* Was it marked so that it appeared whether it was from Philadelphia or Camden?

*Ans.* It was marked for New York. It had Philadelphia and New York on it, some of it.

Cross examined.

The platform I saw the goods on was at Camden. I am a detective officer in Philadelphia. I am not in the employ of the Camden and Amboy Railroad Company, only in such matters as this, or in obstructions on the road. Mr. A. I. Fish employed me in this matter. I talked the matter over  
30 with Mr. Gatzmer. I got my pay from Fish. The goods were turned over to Fish.

The defendants' counsel objects to conversations with persons at Vine street and elsewhere, and also to the Exhibits 9, 10 and 11.

I guess it was Fish's boy who made the copy Exhibit No. 10. It was made from my memorandum which I have destroyed.

JOSEPH H. MIRKIL.

Sworn and subscribed before me, at Jersey City, }  
this 17th day of October, A. D. 1863. }

40 S. S. MORRIS, Master and Examiner in Chancery.

It is agreed that the complainants may read any certificates of acceptance in the printed laws, or produce the originals on the hearing.

S. S. MORRIS, Master and Examiner in Chancery.

October 17th, 1863.

The Exhibits offered on the examination are marked Exhibits No. 1 to No. 12 respectively, and are annexed to this examination.

S. S. MORRIS.

October 17th, 1863.

## EXHIBITS.

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### EXHIBIT No. 1.

REID & CO.'S EXPRESS OFFICE,  
No. 2 MURRAY STREET,

Importers' and Traders' Bank Building, opposite the City Hall, New York.

 Freight to be delivered Foot Murray St.—Pier 28.

New York Office, No. 2 Murray St, near Broadway.....JOHN O. REID & Co.  
Philadelphia " 38 South 5th St., near Chestnut.....JOHN O. REID & Co.  
Baltimore " 116 South Eutaw St., Camden Station, JOHN O. REID & Co.  
Washington, D.C., Office, 55 Louisiana Av., bet'n 6th and  
7th Sts.....G. W. JONES.  
Alexandria Office, 15 King Street.....J. S. DUTROW, Ag't  
HARRISBURG, GEORGETOWN AND OTHER POINTS.

We refer, by special permission, to CHAUNCEY BROOKS, Esq., Pres't of Western Bank, Balt.; JOHN HOPKINS, Esq., President of Merchants' Bank, Balt.; W. W. TAYLOR, Esq., President of Union Bank, Balt.; R. MICKEL, Esq., Cashier of Union Bank, Balt.; Messrs. DRAKELY & FENTON, Merchants, Balt.; Messrs. G. W. HOWARD & Co., merchants, Baltimore.

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### EXHIBIT No. 2

#### THE UNION TRANSPORTATION COMPANY

Is now prepared to forward freights FROM PHILADELPHIA TO NEW YORK, via Camden and Port Monmouth.

The attention of Merchants and Shippers is directed to this NEW AND EXPEDITIOUS ROUTE, and a portion of their patronage is respectfully solicited. For further particulars, apply to

W. F. GRIFFITTS, JR.,  
GENERAL MANAGER.

GEO. B. McCULLOH,  
FREIGHT AGENT,  
No. 136 North Wharves.

*Freight received at third Wharf above Arch Street.*



## EXHIBIT No. 3.

UNION TRANSPORTATION COMPANY.

GEO. W. CASS &amp; Co., Proprietors.

The attention of Merchants and Shippers of Philadelphia is directed to the opening of a NEW FREIGHT LINE between this City and New York.

We are prepared to offer Through Receipts for Freights between the Cities of Philadelphia and New York, and points East thereof, via "CAMDEN AND PORT MONMOUTH."

We are determined to maintain facilities equal to those of the best freight routes in the country; to employ none but THE MOST COMPETENT and EXPERIENCED TRANSPORTATION MEN for conducting the business and are thus enabled to assure the patrons of the route that all goods entrusted to our charge, will meet with Prompt Despatch and Careful Handling.

Freight received in PHILAD'A at the Company's Pier, 3d Wharf above Arch St., and in NEW YORK at Pier No. 28 North River, foot of Murray Street.

Freight received in Philada. before 4 P.M. will be delivered at the Pier in N. Y. the following day, and Freight received in N. Y. before 4 P.M., will be delivered at the Pier in Philada. the following day.

For further particulars, RATES OF FREIGHT, &c., apply to

GEO. B. McCULLOH,

(Formerly of Bishop, Simons & Co.)

FREIGHT AGENT,

Office, 136 N. Wharves, Phila.

WM. F. GRIFFITTS, JR.

(Formerly with Leech & Co.,)

GENERAL MANAGER.

Philadelphia, Jan. 14th, 1863.

 Your patronage is respectfully solicited.

## EXHIBIT No. 4.

## FREIGHT TARIFF

BETWEEN NEW YORK AND THE SEVERAL STATIONS ON THE

Raritan &amp; Delaware Bay and Camden &amp; Atlantic Railroads.

| Names of Stations.       | Distances from New York. | Rates between New York and the several Stations, per 100 lbs. |          |          |           |                          | Names of Stations. | Distances from Camden. | Rates between Camden and the several Stations, per 100 lbs. |          |           |      |      |
|--------------------------|--------------------------|---------------------------------------------------------------|----------|----------|-----------|--------------------------|--------------------|------------------------|-------------------------------------------------------------|----------|-----------|------|------|
|                          |                          | 1st Class                                                     | 2d Class | 3d Class | 4th Class | 1st Class                |                    |                        | 2d Class                                                    | 3d Class | 4th Class |      |      |
|                          |                          | Miles.                                                        | Cts.     | Cts.     | Cts.      | Cts.                     |                    |                        | Miles.                                                      | Cts.     | Cts.      | Cts. | Cts. |
| NEW YORK.....            | 0                        | 0                                                             | 0        | 0        | 0         | CAMDEN.....              | 7                  | 6                      | 6                                                           | 5        | 2½        | 0    |      |
| Pier.....                | 20                       | 8                                                             | 7        | 6        | 5         | Hadlsonfield.....        | 12                 | 6                      | 6                                                           | 5        | 3½        | 0    |      |
| Port Monmouth.....       | 20½                      | 8                                                             | 7        | 6        | 5         | White Horse.....         | 17                 | 7                      | 7                                                           | 6        | 4½        | 0    |      |
| Highland.....            | 22½                      | 8                                                             | 7        | 6        | 5         | Long-a-coming.....       | 19                 | 8                      | 8                                                           | 7        | 5         | 0    |      |
| Middletown.....          | 23½                      | 8                                                             | 7        | 6        | 5         | Jackson Junction.....    | 23                 | 9                      | 9                                                           | 8        | 5½        | 0    |      |
| Red Bank.....            | 26½                      | 8                                                             | 7        | 6        | 5         | Waterford.....           | 27                 | 11                     | 10                                                          | 9        | 6½        | 0    |      |
| Shrewsbury.....          | 28½                      | 8½                                                            | 7½       | 7        | 5         | Winslow.....             | 37                 | 14                     | 12                                                          | 11       | 9½        | 0    |      |
| Eatontown.....           | 30½                      | 9                                                             | 8        | 7½       | 6         | Hammoncton.....          | 41                 | 16                     | 14                                                          | 12       | 10½       | 0    |      |
| Oceanport.....           | 32                       | 9                                                             | 8        | 7½       | 6         | Weymouth.....            | 47                 | 19                     | 17                                                          | 14       | 11½       | 0    |      |
| Branch Port.....         | 33½                      | 10                                                            | 9        | 8        | 6½        | Egg Harbor City.....     | 52                 | 20                     | 18                                                          | 16       | 13        | 0    |      |
| Long Branch.....         | 35                       | 10                                                            | 9        | 8        | 6½        | Swamp Siding.....        | 60                 | 24                     | 21                                                          | 17       | 15        | 0    |      |
| Brown's.....             | 32½                      | 9                                                             | 9        | 8        | 6         | Absecom.....             | 60                 | 24                     | 21                                                          | 17       | 15        | 0    |      |
| Shark River.....         | 36½                      | 10½                                                           | 9        | 8        | 6½        | Atlantic.....            | 65                 | 25                     | 22                                                          | 19       | 16½       | 0    |      |
| Farmingdale.....         | 39½                      | 12                                                            | 11       | 9        | 7         | Atsion.....              | 73                 | 28                     | 25                                                          | 22       | 19        | 0    |      |
| Squankum.....            | 41½                      | 12½                                                           | 12       | 10       | 8         | Hampton.....             | 82                 | 33                     | 30                                                          | 27       | 24        | 0    |      |
| Bergen Iron W'ks         | 47                       | 14                                                            | 13       | 12       | 8         | Shamong, [Jones' Mills.] | 84½                | 35                     | 32                                                          | 29       | 26        | 0    |      |
| White's Bridge.....      | 51                       | 16                                                            | 15       | 12½      | 9         | Leban'n GI's W'ks        | 84½                | 35                     | 16                                                          | 14       | 12        | 10   |      |
| Manchester.....          | 55                       | 16                                                            | 15       | 12½      | 9         | Woodmansie.....          | 84½                | 35                     | 18                                                          | 16       | 14        | 12   |      |
| Ferrugo.....             | 62                       | 19                                                            | 17       | 16       | 12        | Ferrugo.....             | 84½                | 35                     | 17                                                          | 16       | 14        | 12   |      |
| Woodmansie.....          | 68                       | 21                                                            | 19       | 18       | 12        | Manchester.....          | 84½                | 35                     | 18                                                          | 16       | 14        | 12   |      |
| Leban'n GI's W'ks        | 70                       | 22                                                            | 20       | 18       | 12        | White's Bridge.....      | 84½                | 35                     | 21                                                          | 19       | 16        | 14   |      |
| Shamong, [Jones' Mills.] | 73                       | 23                                                            | 20       | 18       | 12½       | Bergen Iron W'ks         | 84½                | 35                     | 22                                                          | 20       | 17        | 15   |      |
| Hampton.....             | 80                       | 25                                                            | 22       | 19       | 15        | Squankum.....            | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Atsion.....              | 80½                      | 26                                                            | 23       | 19       | 15        | Farmingdale.....         | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Jackson Junction.....    | 93½                      | 30                                                            | 25       | 20       | 16        | Shark River.....         | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Long-a-coming.....       | 96                       | 30                                                            | 25       | 20       | 16        | Brown's.....             | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| White Horse.....         | 101                      | 30                                                            | 25       | 20       | 16        | Eatontown.....           | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Hadlsonfield.....        | 106                      | 30                                                            | 25       | 20       | 16        | Oceanport.....           | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Camden.....              | 113                      | 30                                                            | 25       | 20       | 16        | Branch Port.....         | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Waterford.....           | 98                       | 32                                                            | 27       | 22       | 17        | Long Branch.....         | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Winslow.....             | 102                      | 34                                                            | 28       | 23       | 18        | Shrewsbury.....          | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Hammoncton.....          | 107                      | 36                                                            | 29       | 24       | 19        | Red Bank.....            | 84½                | 35                     | 25                                                          | 22       | 19        | 16   |      |
| Weymouth.....            | 112                      | 37                                                            | 30       | 25       | 20        | Middletown.....          | 86                 | 25                     | 22                                                          | 20       | 16        | 0    |      |
| Egg Harbor City.....     | 116                      | 39                                                            | 32       | 27       | 22        | Highland.....            | 90½                | 25                     | 22                                                          | 20       | 16        | 0    |      |
| Swamp Siding.....        | 122                      | 42                                                            | 35       | 28       | 23        | Port Monmouth.....       | 92                 | 25                     | 22                                                          | 20       | 16        | 0    |      |
| Absecom.....             | 127                      | 44                                                            | 36       | 29       | 25        | Pier.....                | 92½                | 25                     | 22                                                          | 20       | 16        | 0    |      |
| Atlantic City.....       | 135                      | 48                                                            | 40       | 33       | 28        | NEW YORK.....            | 113                | 30                     | 25                                                          | 20       | 16        | 0    |      |

1st.—WAY FREIGHT, between Way Stations on Camden & Atlantic R. R., and Raritan & Delaware Bay Railroad, will be charged at the rate of ¼ of a cent for 100 pounds per mile; but no rate shall be made for less than 15 miles, or 5 cents per 100 pounds, except by special contract.

2d.—Brick; Bark, [unground]; Coal, mineral; Charcoal, except in crates or casks; Clay, in bulk; Fence Rails; Posts; Fire-wood; Gypsum; Iron Ore; Lime, in bulk; Lumber, over 25 feet long; Marl, in bulk; Manure, in bulk; Building Stone and Sand, will not be shipped north of Pier, except by special agreement, and then only at the convenience of the Corporation. Special contracts will be made with parties wishing to ship articles mentioned in this section, on the Roads or Ferry between Port Monmouth and New York, by the quantity.

For Classifications, Conditions and manner of receiving and forwarding freight, &c., &c., apply to the respective Agents at the various Stations.

# EXHIBIT No. 5.

No. 1.

RARITAN & DELAWARE BAY RAILROAD.—TIME TABLE.

No. 1.

Takes Effect Monday, December 22d, 1862.

FOR THE GOVERNMENT OF EMPLOYEES ONLY, AND NOT FOR THE INFORMATION OF THE PUBLIC.

| GOING NORTH.               |                                |                               |                                     |                                   | Distance from Pier. | STATIONS.                 | Distance between Stations. | GOING SOUTH.                   |                                     |                               |                                |                                          |
|----------------------------|--------------------------------|-------------------------------|-------------------------------------|-----------------------------------|---------------------|---------------------------|----------------------------|--------------------------------|-------------------------------------|-------------------------------|--------------------------------|------------------------------------------|
| No. 1.<br>Manchester Mail. | No. 3.<br>Long Branch Express. | No. 5.<br>Way Frt. and Accom. | No. 7.<br>Long Branch Frt. & Accom. | No. 9.<br>Passenger & Through Frt |                     |                           |                            | No. 2.<br>Way Frt & Accommod'n | No. 4.<br>Long Branch Frt. & Accom. | No. 6.<br>Manchester Express. | No. 8.<br>Long Branch Express. | No. 10.<br>Through Frt Pass car attached |
| A. M. 10.00                |                                | A. M. Frt. 4.00               | A. M. Frt. 4.00                     | P. M. 7.15                        |                     | Ar. New York              |                            | P. M. Frt 5.00                 | P. M. Frt 5.00                      | P. M. 4.00                    | P. M. 4.00                     | P. M. 5.00                               |
| " 8.37                     | The Branch                     | " 5.00                        | " 5.00                              | " 5.52                            |                     | " Pier                    |                            | A. M. Dp 7.00                  | A. M. Dp 7.00                       | " 5.35                        | " 5.35                         | " 10.00                                  |
| " 8.30                     | Train connects with            | " Ar. 4.35                    | " Ar. 4.06                          | " 5.45                            |                     | Dep. Port Monmouth        | $\frac{3}{4}$              | " Pass 8.50                    | " Pass 8.50                         | " 5.45                        | " 5.50                         | " 10.15                                  |
| " 8.24                     | Manchester                     | " 4.00                        | " 3.50                              | " 4.40                            | $\frac{3}{4}$       | " Highland                | $\frac{1}{2}$              | " 9.05                         | " 9.20                              | " 5.45                        | " 5.50                         | " 10.15                                  |
| " 8.18                     | Mail at Junction.              | " #4.27                       | " 3.45                              | " 4.35                            | $\frac{3}{4}$       | " Hopping                 | $\frac{1}{2}$              | " 9.35                         | " 9.49                              | " 5.45                        | " 5.50                         | " 10.15                                  |
| " 8.08                     |                                | " 4.17                        | " 3.25                              | " 4.20                            | $\frac{3}{4}$       | " Middletown              | $\frac{1}{2}$              | " 9.55                         | " 9.55                              | " 5.45                        | " 5.50                         | " 10.15                                  |
| " 8.00                     |                                | " #4.00                       | " 3.15                              | " 4.10                            | $\frac{3}{4}$       | " Hedden                  | $\frac{1}{2}$              | " 10.00                        | " 10.00                             | " 5.45                        | " 5.50                         | " 10.15                                  |
| " 7.53                     |                                | " 3.50                        | " 3.05                              | " 4.00                            | $\frac{3}{4}$       | " Red Bank                | $\frac{1}{2}$              | " 9.30                         | " 9.30                              | " 6.05                        | " 6.13                         | " 10.45                                  |
|                            | A. M. 7.49                     | " 2.36                        | " 2.40                              | " 3.40                            | $\frac{3}{4}$       | " Shrewsbury              | $\frac{1}{2}$              | " 9.40                         | " 9.40                              | " 6.15                        | " 6.19                         | " 10.50                                  |
| " 7.42                     | " 7.37                         | " 2.15                        | " 2.15                              | " 3.15                            | $\frac{3}{4}$       | " Junction                | $\frac{1}{2}$              | " 10.05                        | " 10.05                             | " 6.25                        | " 6.25                         | " 10.50                                  |
| " 7.37                     | " 7.30                         | " 2.00                        | " 2.00                              | " 3.00                            | $\frac{3}{4}$       | " Branch                  | $\frac{1}{2}$              | " 11.05                        | " 11.05                             | " 6.31                        | " 6.31                         | " 10.50                                  |
| " 7.30                     |                                | " 1.45                        | " 1.45                              | " 2.45                            | $\frac{3}{4}$       | " Branchport              | $\frac{1}{2}$              | " 11.20                        | " 11.20                             | " 6.38                        | " 6.38                         | " 10.50                                  |
| " 7.44                     |                                | " #3.40                       | " 1.30                              | " 2.30                            | $\frac{3}{4}$       | " Long Branch             | $\frac{1}{2}$              | " 11.35                        | " 11.35                             | " 6.45                        | " 6.45                         | " 10.50                                  |
| " 7.34                     |                                | " 3.25                        | " 1.15                              | " 2.15                            | $\frac{3}{4}$       | " Brown's                 | $\frac{1}{2}$              | " Ar. 11.40                    | " Ar. 11.40                         | " 7.00                        | " 7.00                         | " 10.50                                  |
| " 7.24                     |                                | " 3.05                        | " 1.00                              | " 2.00                            | $\frac{3}{4}$       | " Shark River             | $\frac{1}{2}$              | " 10.47                        | " 10.47                             | " 6.23                        | " 6.23                         | " 11.15                                  |
| " 7.18                     |                                | " 2.45                        | " 9.00                              | " 1.50                            | $\frac{3}{4}$       | " New Bedford             | $\frac{1}{2}$              | " 10.07                        | " 10.07                             | " 6.35                        | " 6.35                         | " 11.15                                  |
| " 7.04                     |                                | " 2.20                        | " 8.00                              | " 1.40                            | $\frac{3}{4}$       | " Farmingdale             | $\frac{1}{2}$              | " 10.12                        | " 10.12                             | " 6.47                        | " 6.47                         | " 11.30                                  |
| " #6.55                    |                                | " #1.52                       | " 7.00                              | " 1.30                            | $\frac{3}{4}$       | " Squankum                | $\frac{1}{2}$              | " 10.25                        | " 10.25                             | " 6.54                        | " 6.54                         | " 11.30                                  |
| " #6.50                    |                                | " 1.40                        | " 6.00                              | " 1.20                            | $\frac{3}{4}$       | " Bergen Iron Wks         | $\frac{1}{2}$              | " 10.35                        | " 10.35                             | " 7.10                        | " 7.10                         | " 12.00                                  |
| " Dep. 6.45                |                                | " #12.50                      | " 5.00                              | " 1.10                            | $\frac{3}{4}$       | " White's Bridge          | $\frac{1}{2}$              | " 11.00                        | " 11.00                             | " 7.20                        | " 7.20                         | " 12.00                                  |
|                            |                                | " 12.30                       | " 4.00                              | " 1.00                            | $\frac{3}{4}$       | " Ridgeway                | $\frac{1}{2}$              | " 11.15                        | " 11.15                             | " 7.25                        | " 7.25                         | " 12.00                                  |
|                            |                                | " 12.13                       | " 3.25                              | " 9.00                            | $\frac{3}{4}$       | " Manchester              | $\frac{1}{2}$              | " 11.20                        | " 11.20                             | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                | " 12.05                       | " 3.00                              | " 8.00                            | $\frac{3}{4}$       | " Whiting's Mills         | $\frac{1}{2}$              | " 11.45                        | " 11.45                             | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                | " 11.58                       | " 2.40                              | " 7.00                            | $\frac{3}{4}$       | " Ferrugo                 | $\frac{1}{2}$              | " 12.03                        | " 12.03                             | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                | " 11.40                       | " 2.15                              | " 6.00                            | $\frac{3}{4}$       | " Woodmansie              | $\frac{1}{2}$              | " 12.10                        | " 12.10                             | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                | " 11.30                       | " 1.50                              | " 5.00                            | $\frac{3}{4}$       | " Lebanon                 | $\frac{1}{2}$              | " 12.35                        | " 12.35                             | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                | " 11.20                       | " 1.40                              | " 4.00                            | $\frac{3}{4}$       | " Shamong (Jones' Mills.) | $\frac{1}{2}$              | " 12.45                        | " 12.45                             | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                |                               |                                     | " 3.00                            | $\frac{3}{4}$       | " Harris                  | $\frac{1}{2}$              | " 1.00                         | " 1.00                              | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                |                               |                                     | " 2.40                            | $\frac{3}{4}$       | " Hampton                 | $\frac{1}{2}$              | " 1.10                         | " 1.10                              | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                |                               |                                     | " 2.30                            | $\frac{3}{4}$       | " Atsion Junction         | $\frac{1}{2}$              | " 1.20                         | " 1.20                              | " 7.30                        | " 7.30                         | " 12.00                                  |
|                            |                                |                               |                                     | " 2.20                            | $\frac{3}{4}$       |                           |                            | " 1.35                         | " 1.35                              | " 7.30                        | " 7.30                         | " 12.00                                  |

Trains leave Camden, N. J., via Camden and Atlantic R. R. at 9.15 A. M., connecting at Atsion with Train No. 5 at 11.20 A. M. Also at 1.15 P. M., connecting at Atsion with Train No. 9 at 2.40 P. M. arriving in New York at 7.15 P. M.

Trains connect at Atsion for Camden, Atlantic City, &c., via Camden and Atlantic Railroad.

Trains Nos. 2 and 10 connect at Atsion with trains for Camden, arriving at 3.30 P. M. and 5.00 A. M.

..... Indicates that trains do not stop.

‡ Stop to land passengers from Stations south of Manchester.

\* Stop on signal.

NOTE.—Conductors and Engineers must keep themselves posted in regard to all General and Special Rules.

Manchester, Dec. 22, 1862.

B. S. SEYMOUR, Superintendent.



## EXHIBIT No. 6.

**REID & CO., Proprietors.**  
OFFICE, VINE STREET WHARF.

**G** PHOR,

PHILADELPHIA, Jan'y 14, 1863.

TO IMPORTERS' & TRADERS' DISPATCH CO., Dr.

For Freight from New York, on 2 bbls. Sugar, 3 Firkins Butter.

Wt. 887 M, 22<sup>2</sup> 2 00

Porterage 25

\$2 25

Received Payment for the Company.

HANCOCK.

## EXHIBIT No. 7.

## IMPORTERS' AND TRADERS' DISPATCH COMPANY,

No. 2 MURRAY STREET.

Importers' and Traders' Bank Building, opposite the City Hall, N. York.

REID &amp; CO., PROPRIETORS,

JANUARY 12th, 1863.

RECEIVED OF C. BURCKHOLDER & Co., by the Importers' and Traders' Dispatch Co., the following described Packages, in apparent good order, as marked in the margin, which are to be forwarded in like good order, (dangers of navigation, collision and fire, and loss occasioned by mob, riot, insurrection or rebellion, and all dangers incident to a time of war excepted,) to Phila. Pa., he or they paying the freight and charges for the same, in par funds or equivalent, subject to the terms and classification named below.

If 1st CLASS, per 100 lbs.  
If 2d CLASS, per 100 lbs.

If 3d CLASS, per 100 lbs.  
If 4th CLASS, per 100 lbs.

ARTICLES TWICE FIRST CLASS RATES..... per 100 lbs  
Baskets, Carriages, well boxed, owner's risk; Cabinet Ware set up } \$  
and boxed; Chairs, boxed; Demijohns, owner's risk; Furni- }  
ture set up and boxed; Looking-Glasses, boxed; Mattresses. }  
Sleighs, boxed; Wagons, (children's) not boxed; Willow }  
Ware. }

ARTICLES ONCE AND A HALF FIRST CLASS RATES... per 100 lbs.  
Steam Boilers, over 30 feet; Trees and Shrubbery, baled, owner's } \$  
risk; Toys, boxed; Wagons and Hobby Horses, boxed. }

Looking-glass Plates, Glass, Earthen or Glass-ware, Furniture, Stoves, Cast  
ings, Marble, Agricultural Implements, Machinery, Liquids in glass, Eggs,  
and all other fragile articles, will be taken only at the owner's risk of break  
age. No allowance will be made for deficiency of Lemons, Oranges, or other  
Fruit, unless the packages are in perfect shipping order—if casks, barrels or  
kegs, to be headlined; if boxes or baskets, to be securely covered with can-  
vas; nor for loss of Hats, Caps, Boots, Shoes or Straw Goods, unless the  
cases are properly strapped when shipped; nor for damage or loss of perish-  
able articles by heat, cold accidents, or delays, nor for leakage of liquors or  
liquids, of any kind; nor for rust on iron or other metals.

No package will be taken for less than 100 lbs., unless forming part of an  
invoice; nor if part of an invoice, for less than 25 lbs.

*This bill does not apply to any freight that has to be loaded on PLATFORM Cars;  
nor is it binding unless the freight for which it is given is marked "Importers'  
and Traders' Despatch Co."*

MARKED:

G

PHILA,  
PA.

For the Proprietors,

TWO (2) BBLs. SUGAR.

259 23  
248 21

J. B. BRAGDEN.

N. B.—Goods not removed within 24 hours will be charged Storage.

## EXHIBIT No. 8.

## IMPORTERS' AND TRADERS' DESPATCH COMPANY.

No. 2 MURRAY STREET,

Importers and Traders' Bank Building, opposite the City Hall, N. York.

REID &amp; CO., PROPRIETORS.

JANUARY 12th, 1863.

RECEIVED of Messrs. H. HOYT & Co., by the Importers' and Traders' Despatch Co., the following described Packages, in apparent good order, as marked in the margin, which are to be forwarded in like good order, (dangers of navigation, collision and fire, and loss occasioned by mob, riot, insurrection or rebellion, and all dangers incident to a time of war excepted,) to Phila., Pa., he or they paying the freight and charges for the same, in par funds or equivalent, subject to the terms and classification named below.

If 1st CLASS, per 100 lbs.  
If 2d CLASS, per 100 lbs.

If 3d CLASS, per 100 lbs.  
If 4th CLASS, per 100 lbs.

## ARTICLES TWICE FIRST CLASS RATES.....per 100 lbs.

Baskets, Carriages, well boxed, owner's risk; Cabinet Ware set up } \$  
and boxed; Chairs boxed; Demijohns, owner's risk; Furniture  
set up and boxed; Looking-Glasses, boxed; Mattresses, Sleighs,  
boxed; Wagons, (children's) not boxed; Willow Ware. }

## ARTICLES ONCE AND A HALF FIRST CLASS RATES...per 100 lbs.

Steam Boilers, over 30 feet; Trees and Shrubbery, baled, owner's } \$  
risk; Toys, boxed; Wagons and Hobby Horses, boxed. }

Looking-glass Plates, Glass, Earthen or Glass-Ware, Furniture, Stoves, Castings, Marble, Agricultural Implements, Machinery, Liquids in glass, Eggs, and all other fragile articles, will be taken only at the owner's risk of breakage. No allowance will be made for deficiency of Lemons, Oranges, or other Fruit, unless the packages are in perfect shipping order—if cask, barrels or kegs, to be headlined; if boxes or baskets, to be covered with canvas; nor for loss of Hats, Caps, Boots, Shoes, or Straw Goods, unless the cases are properly strapped when shipped; nor for damage or loss of perishable articles by heat, cold, accidents or delays; nor for leakage of liquors or liquids of any kind; nor for rust on iron or other metals.

No package to be taken for less than 100 lbs., unless forming part of an invoice; nor if part of an invoice, for less than 25 lbs.

*This bill does not apply to any freight that has to be loaded on PLATFORM Cars; nor is it binding unless the freight for which it is given is marked "Importers' and Traders' Despatch Co."*

## MARKED:

G

PHIL'A,

PA.

For the Proprietors,

THREE (3) FIRKINS BUTTER,

380 LBS.

J. B. BRAGDEN.

N. B.—Goods not removed within 24 hours will be charged Storage.



## EXHIBIT No. 9.

In order to avoid litigation of Drymen, shippers are required to fill up Receipt and Dispatch.

## IMPORTERS' &amp; TRADERS' DESPATCH CO.

Office, Vine Street Wharf, Philadelphia.  
Office, Pier No. 28 North River, New York.

PHILADELPHIA, July 12, 1863.

Received from J. H. M.

Marked J. H. MERKEL, which we promise to deliver (subject to the conditions expressed on the back of this receipt,) to J. H. M., or order, at our office in New York, upon payment of the freight therefor.

PAID 50c.

HANCOCK, Receiving Clerk.

## CONDITIONS OF SHIPMENT.

The responsibility of the Company as carriers of the within named Goods is hereby limited so as not to exceed one hundred dollars for every 100 lbs. weight thereof, and at that rate for a greater or less quantity, the shipper declining to pay for any higher risk. The Company will insure to any amount if desired. In case of loss or damage, due proof of the amount thereof to be made by the claimant without delay.

Looking-glass plates, Glass, Earthen or Glass-ware, Furniture, Stoves, Castings, Marble, Agricultural Implements, Machinery, Liquids in glass, Eggs, and all other fragile articles, will be taken only at the owner's risk of breakage. No allowance will be made for deficiency of Lemons, Oranges, or other Fruit, unless the packages are in perfect shipping order—if Casks, barrels or Kegs, to be headlined; if Boxes or Baskets, to be securely covered with canvass; nor for loss of Hats, Caps, Boots, Shoes, or Straw Goods, unless the cases are properly strapped when shipped; or for damage or loss of perishable articles by heat, cold, unavoidable accidents or delays, nor for leakage of liquors, or liquids of any kind, nor for rust on iron or other metals.

## EXHIBIT No. 10.

|    |                                                                                                                                                                                         |           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 90 | <p>[Issued by Camden &amp; Atlantic R. R.<br/> <b>STEAMBOAT.</b><br/>         PORT MONMOUTH<br/>         TO<br/>         NEW YORK.<br/> <i>Not Good if Detached.</i></p>                | NEW YORK. |
| 90 | <p>Issued by Camden and Atlantic R. R.<br/> <b>Raritan &amp; Del. Bay R. R.</b><br/>         JUNCTION<br/>         TO<br/>         PORT MONMOUTH.<br/> <i>Not Good if Detached.</i></p> | NEW YORK. |
| 90 | <p>Issued by Camden &amp; Atlantic R. R.<br/> <b>Camden &amp; Atlantic R. R.</b><br/>         CAMDEN<br/>         TO<br/>         JUNCTION.<br/> <i>Not Good if Detached.</i></p>       | NEW YORK. |

## EXHIBIT No. 11.

Freight received foot of Murray Street.

|                                      |                                                                |
|--------------------------------------|----------------------------------------------------------------|
| MARK PACKAGES<br>"I. & T. DESPATCH." | REID & CO., Proprietors, No. 2, MURRAY ST.                     |
|                                      | IMPORTERS' AND TRADERS' DESPATCH.                              |
|                                      | Via RARITAN AND DELAWARE BAY R. R.                             |
|                                      | Pier 28, North River, foot of Murray st.                       |
|                                      | New York July 14, 1863.                                        |
|                                      | Received from J. H. M., in good order, the following Packages: |
|                                      | MARKED:                                                        |
|                                      | J. H. MICKLE,                                                  |
|                                      | Phila., Pa.                                                    |
|                                      | I. & T. DESPATCH.                                              |

## EXHIBIT No. 12.

## RARITAN &amp; DELAWARE BAY RAILROAD.

## WINTER ARRANGEMENT.

## NEW YORK TO CAMDEN,

Atlantic City, and Stations on the Raritan and Delaware Bay and Camden and Atlantic Railroads.

 Trains will run daily, Sundays excepted, commencing on Monday, December 22d, 1862.

## GOING SOUTH.

LEAVE NEW YORK, PIER FOOT OF MURRAY STREET,

- 7 A. M. Accommodation Train, stopping at Red Bank and all Stations south of Eatontown Junction, arriving at Camden at 3.30 P. M.
- 7 A. M. Long Branch Accommodation, stopping at all Stations, and arriving at Long Branch at 11.40 A. M.
- 4 P. M. Manchester Express, stopping at Red Bank and all Stations south of Junction, arriving at Manchester at 7.30 P. M.
- 4 P. M. Long Branch Express, stopping at all Stations and arriving at Long Branch at 7.10 P. M.
- 5 P. M. By Freight Boat. Through Freight Trains, with Passenger Car attached; leaving Port Monmouth at 10 P. M., stopping at Red Bank, Manchester and the principal Stations, and arriving at Camden at 5 A. M.

 Passengers from Stations east of Jackson, by taking the 11.20 A. M. train from Atlantic City can reach New York at 7.15 same day.

## GOING NORTH.

LEAVE CAMDEN, *via* CAMDEN AND ATLANTIC RAILROAD.

- 9.15 A. M. Accommodation Train, stopping at all Stations, and arriving in New York at 7.15 P. M.
- 1.15 Passenger and Through Freight Train, stopping at Manchester and Red Bank, and on signal, at the principal Stations, arriving in New York at 7.15 P. M.

LEAVE MANCHESTER.

- 6.45 A. M. Manchester Express, stopping at all Stations and arriving in New York at 10 A. M.
- 1.40 P. M. Way Freight and Accommodation, stopping at all Stations, arriving in New York at 7.15 P. M.
- 4.00 P. M. Through Freight and Accommodation, stopping at Red Bank, and arriving in New York at 7.15 P. M.

LEAVE LONG BRANCH.

- 7.30 A. M. Long Branch Express, stopping at all Stations and arriving in New York at 10 o'clock A. M.
- 1.45 P. M. Freight and Accommodation, stopping at all Stations and arriving in New York at 7.15 P. M.

 FREIGHT NOTICE.—Freight will be received at the large and commodious covered Pier foot of Murray street, New York, up to 4.30 P. M. for Camden, Atlantic City and all stations on Camden and Atlantic and Raritan and Delaware Bay Railroads. Freight shipped on trains leaving Camden at 9.15 A. M. and 1.15 P. M. will arrive in New York at 5 A. M. next morning.

A special Freight train leaving Long Branch at 1.45 will carry all Freight between that point and Port Monmouth.

B. S. SEYMOUR, Superintendent.



*To His Excellency Peter D. Vroom, Governor of the State of New Jersey :*

WHEREAS, The Council and General Assembly of the State of New Jersey did, on the second day of March, in the year of our Lord one thousand eight hundred and thirty-two, pass an act in the words following, to wit :

10 A supplement to an act entitled " An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies.

SECTION 1. Be it enacted by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That it shall and may be lawful for the said Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies to transfer to this State one thousand shares of the joint capital stock of the said companies, upon which all the instalments shall be paid by the said companies, so that neither at the time of the said transfer, or at any time thereafter, the payment of any money  
20 thereon or therefor shall be required from the State, a certificate of which stock shall be held by the Treasurer of this State for the use of the State : and all dividends of the Company be declared and payable thereon as if the State had subscribed for such stock and paid the several instalments thereon.

SEC. 2. And be it enacted, That it shall not be lawful at any time during the said railroad charter to construct any other railroad or railroads in this State without the consent of the said companies, which shall be intended or used for the  
30 transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroad authorized by the act to which this supplement is relative : Provided always, that nothing in this act shall be so construed as to prevent the construction of a railroad from the city of New Brunswick to the Hudson river, or any lateral road that may be hereafter authorized by an act of the Legislature, from a suitable point or points intersecting said road, to be designated and agreed upon by the said companies, or any lateral road or roads not intended or used for the purpose of competition as aforesaid.

SEC. 3. And be it enacted, That if within one year from the time that the said railroad from Bordentown to Amboy is so far completed that passengers and merchandise be transported thereon, the transit duty reserved by the acts incorporating said companies and the dividends on the stock hereby authorized to be transferred shall not amount to thirty thousand dollars, it shall be the duty of the said companies to pay such deficiency to the Treasurer of this State out of the joint funds of the said companies before any dividend is made to the stockholders, and that each and every year thereafter, such deficiency, if any shall exist, shall be paid by the said companies, so as to secure to the State the aforesaid sum of thirty thousand dollars, at least, in each and every year during said charter. 10

SEC. 4. And be it enacted, That in declaring and making dividends of the net profits, the president and directors of the said companies, shall declare and divide the whole of the actual net profits accruing to the time of such dividend, retaining only such surplus funds as may be deemed requisite to meet unexpected and extraordinary damages to the works respectively, which surplus fund shall in no case exceed in the whole the sum of one hundred thousand dollars. 20

SEC. 5. And be it enacted, That the State shall be entitled to the appointment of one director to represent the said stock, but that no vote shall be given for said stock at any elections of the stockholders.

SEC. 6. And be it enacted, That it shall be the duty of the said companies, to construct a lateral railroad from a suitable point on said road at or west of the village of Spottswood to a suitable point or points in the city of New Brunswick to be determined upon by the said companies by and with the assent of the corporation of said city, in the construction and use of which said road the said companies shall be entitled to all the powers and privileges and subject to all the conditions and limitations contained in the act incorporating said railroad company ; and which said lateral road shall be completed as soon as any railroad shall be made from the said city of New Brunswick, to the Hudson River. Provided always, that the said companies shall not charge more than two dollars and fifty cents for each and every passen- 40

ger carried thereon, from and to the cities of New Brunswick and Philadelphia.

SEC. 7. And be it enacted, That the assent of a majority of the stockholders of the said companies to the provisions of this act, in writing, shall be submitted to, and approved by the Governor of this State, or the person administering the government of the same, and filed in the office of the Secretary of this State, within forty days after the passing of this act, or this act shall be void.

10 SEC. 8. And be it enacted, That the twenty-third section of the act incorporating the said Delaware and Raritan Canal Company be and the same is hereby repealed," as by reference to said act may more fully and at large appear.

Now we, the subscribers, being a majority of the stockholders of the said Camden and Amboy Railroad and Transportation Company, do hereby assent to the provisions of the said act, and submit the same to be approved by your excellency, pursuant to the provisions of the said act.

20 Witness our hands, this eighth day of March, in the year of our Lord one thousand eight hundred and thirty-two.

Robt. L. Stevens, twenty-nine hundred and fifty-five shares.

E. A. Stevens, twenty-one hundred and twenty shares.

J. H. Sloan, five hundred and sixty-four shares.

Benj. Fish, twenty shares.

Elihu Chauncey, twenty-one shares.

Jno. R. Thomson, one hundred and twenty-five shares.

Sam. F. Smith, two hundred and fifty shares.

Godfrey Weber, eighty-two shares.

30 Hale & Davidson, five shares.

Thos. Sparks, one hundred shares.

Jos. H. Dulles, two hundred and four shares.

Coleman Fisher, one hundred and seventy-eight shares.

David Lapsley, Jr., twelve shares.

Thos. Biddle & Co.

Wm. E. Horner, for Jos. H. Dulles, atty.

J. B. Clernent.

David C. Wood.

Wm. Baldwin.

40 B. Teves, three hundred and five shares.



Wm. Folwell, Jr., two hundred shares.  
 Alex. Benson & Co., two hundred and eighty-one shares.  
 Jno. M. Atwood, two hundred and forty-five shares.  
 Isaiah Toy, fifteen shares.  
 W. R. Brown, ten shares.  
 Abm. Brown, thirty-five shares.  
 Isaac Smith, five shares.  
 Lanson Tares, fifty-five shares.  
 Samuel Laning, five shares.  
 Ambrose White, fifty shares. 10  
 J. M. Donough, by his atty., H. J. Levis, forty-two shares.  
 Joseph Taylor, one share.  
 Richard S. Smith, thirty shares.  
 Wm. Hanse & Son, fifty shares.  
 Peter Crary, by his attorney, Peregrine Wilmer, fifty shares.  
 Edward Crary, by his attorney, Peregrine Wilmer, twenty shares.  
 Wm. Bent, by his attorneys, Gid, Ford & Co., twenty-five shares. 20  
 David Duncan, by his attorneys, Gid, Ford & Co., twenty-five shares.  
 John L. M. Knight, two hundred and twenty-five shares.  
 Washington, Jackson & Riddle, by J. L. M. Knight, atty., one hundred shares.  
 Wm. McKnight, one hundred and ten shares.  
 Phil. Dickinson, forty-two shares.  
 J. C. Stevens, by his atty., J. H. Sloan, five hundred shares.  
*Jeremiah H. Sloan* being duly affirmed according to law on his solemn affirmation saith, That he is the Secretary of 30 the Camden and Amboy Railroad and Transportation Company and keeps the transfer books of said company. That the persons whose names are subscribed to the foregoing assent are a majority of the stockholders of said company, and were also at the time of such subscription and still are the holders of a majority of the whole capital stock of said company.

J. H. SLOAN.

Affirmed and subscribed }  
 April 3, 1832. }

P. D. VROOM.

## STATE OF NEW JERSEY.

This document having been submitted to me as the assent of a majority of the stockholders of the Camden and Amboy Railroad and Transportation Company, to the provision of an act, entitled "An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies," I have carefully examined it; and being satisfied that such assent has been given, I certify my approval, according to the terms of the said act.

- 10 In testimony whereof I have hereto set my hand at the city of Trenton, this third day of April, in the year of our Lord one thousand eight hundred and thirty-two (1832).

P. D. VROOM,

Governor of the State of New Jersey.

Endorsed:—"Filed April 5th, 1832."

(Signed)

JAMES D. WESTCOTT.

- 20 *To His Excellency Peter D. Vroom, Governor of the State of New Jersey:*

WHEREAS, The Council and General Assembly of the State of New Jersey did, on the second day of March, in the year of our Lord one thousand eight hundred and thirty-two, pass an act in the following words, to wit:

"A supplement to an act entitled "An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies."

- 30 Now we, the subscribers, being a majority of the stockholders of the Delaware and Raritan Canal Company do hereby assent to the provisions of the said act, and submit the same to be approved by Your Excellency, pursuant to the provisions of the said act.

Witness our hands this eighth day of March, in the year of our Lord one thousand eight hundred and thirty-two.

John Potter, twenty-five hundred and forty shares.

do ten shares.

R. F. Stockton, twenty-five hundred shares.

do ten shares.

- 40 Canvass White, two hundred and fifty shares.

- James Neilson, one hundred and seventy-one shares.  
 James Parker, ten shares.  
 J. H. Sloan, thirty shares.  
 Benj. Fish, six shares.  
 R. L. & E. A. Stevens, twenty shares.  
 Armitage Green, nine shares.  
 Ebenezer P. Rose, ten shares.  
 Stephen Rose and others, fifteen shares.  
 Alex. Benson & Co., nineteen shares.  
 H. Nixon, President of the Bank of North America, two 10  
 hundred shares.  
 N. Biddle, one thousand shares.  
 N. Biddle, administrator of Jarves Craig, two hundred and  
 sixty-four shares.  
 J. C. Stocker, fifty shares.  
 Thos. Biddle & Co., for themselves, eleven hundred and  
 twenty shares.  
 Thos. Biddle & Co., as far as their interest in the stock of  
 Canvass White, two hundred and fifty shares.  
 Geo. M. Hickling, fifteen shares. 20  
 S. W. Taylor, seven shares.  
 Geo. R. Thomson, five shares.  
 Phil. Dickinson, thirteen shares.  
 Charles Parker, five shares.  
 John C. Schenck, for self & Sons, fifteen shares.  
 R. Voorhees, twenty shares.  
 John Ferguson, sixty-five shares.  
 Nevius P. Townsend, one hundred shares.  
 Camam Whitthause, thirty shares.  
 John Laurie, twenty shares. 30  
 Henry M. Smith, ten shares.  
 Phillip Woodhouse, fifty shares.  
     do                      thirty shares.  
 Miles Smith, one hundred shares.  
 James C. Nautghe, six shares.  
 Jno. R. Thomson, attorney for Robert Bailly, one hundred  
 shares.  
 William Gaston, Savannah, Ga., by his attorney, John  
 Potter, two hundred shares.  
 Daniel Hunter, fourteen shares. 40



- Jas. S. Green, six shares.  
 William Cruzer, twenty shares.  
 William Goolick, five shares.  
 John L. M. Knight, one hundred shares.  
 Wm. M. Knight by his attorney, John L. M. Knight, one hundred and nine shares.  
 Arthur Harper, one hundred shares.  
 Clemms. S. Miller for self and John Miller, Jr., fifty shares.  
 10 Elihu Chauncey, one hundred and twenty-nine shares.  
 Wm. L. Booth for himself, Beers, Booth & St. John.  
 Jona. Patterson, twenty-two shares.  
 Garret D. Wall, fifty shares.

*James Neilson* being duly sworn deposeth and saith that he is the Treasurer of the Canal Company and keeps the transfer books of said company ; and that the persons who have subscribed the above assent are a majority of the stockholders of said company, and were also at the time of said  
 20 subscription and still are the holders of a majority of the capital stock of said company.

JAMES NEILSON.

Sworn and subscribed this }  
 3d April, 1832. }

P. D. VROOM.

# STATE OF NEW JERSEY.

This document having been submitted to me as the assent of a majority of the stockholders of the Delaware and Raritan Canal Company, to the provisions of an act entitled  
 30 "An act relative to the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies," I have carefully examined it; and being satisfied that such assent has been given, I certify my approval according to the terms of the said act.

In testimony whereof, I have hereto set my hands, at the city of Trenton, this third day of April, in the year of our Lord one thousand eight hundred and thirty-two—1832.

P. D. VROOM,

*Governor of the State of New Jersey.*

40 Endorsed—"Filed April 5th, 1832.

"JAMES D. WESTEOTT."

In compliance with the requisitions of the seventh section of the act entitled "A further supplement to the act entitled An act relative to the Delaware and Raritan Canal, and the Camden and Amboy Railroad and Transportation Companies," the following certified copy of the acceptance of the provisions of said law by the said companies is here published.

Whereas the Legislature of the State of New Jersey did, on the sixteenth day of March, in the year of our Lord eighteen hundred and fifty-four, pass an act entitled "A 10 further supplement to the act entitled 'An act relative to the Delaware and Raritan Canal, and the Camden and Amboy Railroad and Transportation Companies.'"

And whereas, the seventh section of the said act enacts, "that this act shall take effect as soon as the Joint Board of Directors of the said two companies, and the Board of Directors of each of the said companies respectively, shall certify their acceptance of this act, as a supplement to and part of the charter of the said companies, under the hands of the President and Secretary, and the corporate seal of the said 20 joint companies, and of each of the said companies respectively, and file the same in the office of the Secretary of State of this State, who, in such case, shall cause a certified copy of such certificate of acceptance to be published in connection with this act, among the laws of this State, which publication shall be deemed competent and plenary evidence of such acceptance; and in case such certificate of acceptance be not filed within three months from the passage of this act, then this act shall be void.

Be it therefore hereby certified, that the Delaware and 30 Raritan Canal Company, and the Camden and Amboy Railroad and Transportation Company do accept this act as a supplement to and part of the charter of said companies.

Witness the hands of the President and Secretary and the seal of the said joint companies, and the hands of the President and Secretary and the seal of the Delaware and Raritan Canal Company, and the hands of the President and

Secretary, and the seal of the Camden and Amboy Railroad and Transportation Company, this seventeenth day of April, one thousand eight hundred and fifty-four.

JOHN L. M. KNIGHT, [SEAL.]

*President of the Joint Board.*

R. F. STOCKTON, [SEAL.]

*President Del. and Rar. Canal Co.*

ROBT. L. STEVENS, [SEAL.]

*President C. & A. R. R. and Tr. Co.*

10 JAS. S. GREEN,  
*Sect'y of Joint Board.*

JNO. R. THOMSON,  
*Sect'y Del. & Rar. Canal.*

SAM'L J. BAYARD,  
*Sect'y C. & A. R. R. and Tr. Co.*

Endorsed—"Acceptance of the Joint Companies of Law  
of 1854."

"Filed, June 1, 1854.

"THOS. S. ALLISON,

*"Sec. of State."*



## IN CHANCERY OF NEW JERSEY.

|                                |           |                         |
|--------------------------------|-----------|-------------------------|
| Between                        |           |                         |
| THE DELAWARE AND RARITAN CANAL | }         |                         |
| AND CAMDEN AND AMBOY RAILROAD  |           |                         |
| AND TRANSPORTATION COMPANY,    |           |                         |
|                                | Compl'ts, | On Bill for Injunction. |
| AND                            |           |                         |
| THE RARITAN AND DELAWARE BAY   | }         |                         |
| RAILROAD COMPANY and others,   |           |                         |
|                                | Def'ts.   |                         |

Examination of witnesses on part of defendants in the above cause, taken before me, Abraham S. Jackson, a Master and Examiner in Chancery, at my office in Jersey City, on the 5th day of November, A. D. 1863, at 12 o'clock at noon. Present, A. Browning, of counsel for the Camden and Atlantic Railroad Company, and Ashbel Green, of counsel for the Raritan and Delaware Bay Railroad Company, and Joseph P. Bradley, of counsel for complainants. This examination is taken before me by consent of the parties hereto. 10

*Robert Frazer*, a witness produced by the Camden and Atlantic Railroad Company, being duly sworn, deposes and says: I am the Secretary of the Camden and Atlantic Railroad Company since 1853; since shortly after its organization; I am familiar with the acts and proceedings of that company during that period; in or about 1854 an arrangement was made with the then ferry company, named the Cooper's Point Ferry Company, that they should carry the passengers of the Camden and Atlantic Railroad to and 20 from the terminus of the road and the city of Philadelphia, at the rate of three cents per passenger; that same agreement, which was a verbal one, continued with the present company, which is now called the Cooper's Point and Philadelphia Ferry Company; that arrangement was confined entirely to passengers, and was continued up to the time of the filing of the answer to the supplemental bill in this cause; I know of the arrangement between the Raritan and

Delaware Bay Railroad Company and the Philadelphia and Eastern Transportation Company for carrying freight; I know this from a copy of the agreement made between said parties having been furnished to the Camden and Atlantic Company for the purpose of obtaining the assent thereto of that railroad company. The Camden and Atlantic Company refused to assent to that agreement.

For some time the goods were carried under that agreement,—the Camden and Atlantic Company endeavoring,  
 10 in the meantime, to induce the Raritan and Delaware Bay Railroad Company to have this agreement discontinued in some way or other; this agreement not being discontinued, the Camden and Atlantic Railroad Company, about the 26th of May, 1863, gave notice to both the Raritan and Delaware Company, and to the Philadelphia and Eastern Transportation Company, that they would carry no more goods under that contract, or agreement, after the first of the following month, being 1st of June, 1863; since which  
 20 time they have not carried any goods under that contract; the junction of the Raritan and Delaware Bay Railroad Company and the Camden and Atlantic Railroad Company was made about the beginning of September, 1862, at Atsion, when the cars ran over the connected roads, and have continued since.

These railroads, to the connection, are owned and conducted separately, in this wise, to wit: a train of cars leaving Camden, on arriving at the junction at Atsion, changes engines and conductors, taking the engine and conductor  
 30 belonging to the Raritan and Delaware Bay Railroad Company, with which the cars continue their route to Port Monmouth.

The return train, on reaching the junction with the Camden and Atlantic Railroad, takes an engine and conductor belonging to that road; the train, while on either road, is under the complete control of the company owning that road.

The proceeds of this business is divided, *pro rata*, for the number of miles run on each road.

The westerly terminus of the Camden and Atlantic road is at Cooper's Point at Camden, in the Delaware river; the  
 40 eastern terminus of the Raritan and Delaware Bay Railroad

is at Port Monmouth, Monmouth county in this State, a wharf running out into the bay for some distance; either terminus is below low-water mark, outside of the same; the tide ebbs and flows at both of these termini; I have a map of New Jersey, exhibiting the locations of this connected line of railroad and the road of the Camden and Amboy Railroad and Transportation Company.

(The map is produced and marked Exhibit A on part of defendants, Camden and Atlantic Railroad Company.)

The locations of these two railroads are correctly represented on this map, so far as I know; except that the easterly and westerly termini of the connected railroads are not represented as extending into the waters, as they do in fact; the distance on the connected railway from Camden to Port Monmouth is ninety-three miles; from Port Monmouth to New York, by water, is about twenty miles; across the river at Camden is about a mile, a short mile; the whole distance from New York to Philadelphia by this route is about one hundred and fourteen miles; I could not tell the distance exactly between New York and Philadelphia by the route of the Camden and Amboy Railroad, it is about ninety miles I think. 10 20

*Cross-examined* by Mr. Bradley: There was no agreement at all with reference to freight over the ferry; the freighters paid their own ferriage; it was not included in the bill of freight; sometimes it was entered on the freight bill as charges and collected by our agent for the Ferry Company; the freight going easterly was invariably delivered in Camden; there were no freight office or freight sheds in Philadelphia; during the year 1863, an agent was appointed by the Camden and Atlantic Railroad to receive small packages at the foot of Vine street, in Philadelphia; the Philadelphia and Eastern Transportation Company, I believe, did receive goods in Philadelphia for transportation to New York, but they delivered them to us in Camden; they did deliver goods coming from New York in Philadelphia, but the railroad company delivered the goods to them in Camden; the Eastern Transportation Company had an office in Philadelphia for these purposes; that Company continued doing business 30



later than June, 1863, but not under the contract between them and the Raritan and Delaware Bay Company, but as ordinary freighters; they continued doing business until some time in September, it is possible through September; whilst the Philadelphia and Eastern Transportation Company were doing business the Camden and Atlantic Company did very little freight business with Port Monmouth, except what was done by said Transportation Company; they did some, while the Philadelphia and Eastern Transportation Company was engaged in doing business across the line of the road, the officers of the Camden and Atlantic Company were aware that they were doing business between New York and Philadelphia; the Camden and Atlantic Railroad Company have never paid any transit duty to the State of New Jersey; the Batsto branch has not been continued from Atsion to Batsto, a survey has been made and some land damages released, but nothing further; some parties gave the land; nothing, that I am aware of, has been done towards extending the Raritan and Delaware Bay Railroad from Atsion to May's Landing or to Tuckahoe.

The coal traffic reserved by the Raritan and Delaware Bay Railroad Company, in their agreement with the Eastern Transportation Company, must have referred to coal to come from Pennsylvania; the Philadelphia and Eastern Transportation Company used their own boat to carry their freight between Philadelphia and Camden; the name of the boat was called Fairplay.

*Direct examination* resumed: The Camden and Atlantic Railroad Company did do all the freight business between Camden and Port Monmouth that was offered while the Philadelphia and Eastern Transportation Company were doing business over the roads; the agent for receiving small packages at the foot of Vine street was appointed by the Camden and Atlantic Railroad Company, at the beginning of this past summer, for the purpose of saving parties having small packages of freight to send down its road from the trouble and expense of sending a man in charge of them over the river; the freight of these small packages was paid to the ferry company by the freighters, their agents usually

being present when our agents received the goods; very little of this business was done with the Raritan and Delaware Bay Railroad Company; most of it was on our own road exclusively.

ROBT. FRAZER.

Sworn and subscribed Nov. 5, 1863, }  
before me at Jersey City, }

A. S. JACKSON,

Master in Chancery  
of New Jersey.

10

U. S. Rev.  
Stamp.  
5 cts.

*Proof on behalf of the Complainants.*

It is admitted by the defendants' counsel that the advertisement marked A, in the *New York Times*, Oct. 3, 1863, was published by authority of the Raritan and Delaware Bay Railroad Company, from the 10th of September, 1863. That the advertisement marked B, in the *Philadelphia Age* of Oct. 3, 1863, was published by authority of the Camden and Atlantic Railroad Company from the 13th of June, 1863; that the advertisements marked C, in the *New York Journal of Commerce*, the *Philadelphia Evening Bulletin* of October 3, 1863, were published by authority of the Philadelphia and Eastern Transportation Company, from 29th of April, 1863, and the 21st day of May, 1863, respectively; and that the defendants had nothing to do with the publication of either of said advertisements marked C, which advertisements I have annexed hereto.

**A.**

(RARITAN AND DELAWARE BAY RAILROAD.)

On and after Thursday, Sept. 10, the trips leaving New York at 10.40 A. M. and Long Branch at 11.10 A. M. will be discontinued. On and after Monday, Sept. 14, the *J. D. Beers* will leave foot of Murray street at 6.45 A. M., connecting with trains for all stations, and at 3 P. M. for Manchester, Tom's River, and intermediate stations.

B. S. SEYMOUR,  
Superintendent.)

**B.**

(FOR THE SEA SHORE!)

SUMMER ARRANGEMENT.

## CAMDEN AND ATLANTIC RAILROAD.

On and after Monday, June 15th, 1863, trains for Atlantic City will leave Vine Street Ferry as follows:

|    |                                                 |            |
|----|-------------------------------------------------|------------|
| 10 | Mail train leaves.....                          | 7.30 A. M. |
|    | Express train leaves.....                       | 3.45 P. M. |
|    | Freight train, with passenger car attached..... | 9.00 A. M. |

Returning, leaves Atlantic City—

|  |                    |             |
|--|--------------------|-------------|
|  | Mail train.....    | 4.35 P. M.  |
|  | Express train..... | 6.00 A. M.  |
|  | Freight train..... | 12.05 P. M. |

- 20 Fare to Atlantic, \$2 00. Round trip tickets, good for the day and train only, or down on Saturday and up on Monday morning, \$3 00.

An accommodation train to R. and D. B. R. R. Junction will leave Vine street at 5.15 P. M., returning next morning at 6.15.

Extra Haddonfield trains—

Leave Vine street at 10.15 A. M. and 1.45 P. M.  
 Leave Haddonfield at 12.15 P. M. and 3 P. M.

30

JNO. G. BRYANT,  
 Agent.)

**C.**

## (UNION TRANSPORTATION COMPANY.

We have sold and transferred the business and property of said company to The Philadelphia and Eastern Transportation Company, of and from this date.

G. W. CASS & Co., Proprietors,

40

Union Transportation Co.  
 Philadelphia, April 7, 1863.



Philadelphia and Eastern Transportation Company having purchased the property and succeeded to the business of the Union Transportation Company, will continue the same as heretofore, via Camden and Port Monmouth.

Freight received for Pittsburg, Pa., Wilmington, Del., Baltimore, Md., and Washington, D. C., and through receipts given, on as favorable terms as those by any other route from New York.

W. F. GRIFFITS, Jr.,  
General Manager. 10

JOHN BUCK,  
Freight Agent,  
Pier No. 28 North River, foot of  
Murray st., N. Y.

GEO. B. McCULLOH,  
Freight Agent  
128 North Wharves,  
Philadelphia.)

### C.

(The Philadelphia and Eastern Transportation Company is now prepared to forward freight from Philadelphia to New York via Camden and Port Monmouth.

The attention of shippers and merchants is directed to this new and expeditious railroad route, and a portion of their patronage is respectfully solicited.

Freights received at third wharf above Arch street.

For further particulars apply to

GEO. B. McCULLOH,  
Freight Agent,  
128 North Wharves.

WM. F. GRIFFITS, Jr., 30  
General Manager.

JOHN BUCK,  
Freight Agent,  
Pier 28 North River, New York.)

A. S. JACKSON,  
Master.

Dated Nov. 5, 1863.

Examination adjourned.

## IN CHANCERY OF NEW JERSEY.

Between  
THE DELAWARE AND RARITAN CANAL AND  
CAMDEN AND AMBOY RAILROAD AND  
TRANSPORTATION COMPANIES,

Complainants.

AND

THE RARITAN AND DELAWARE BAY RAIL-  
ROAD COMPANY AND OTHERS,

Defendants.

*Examination* of witnesses in the above cause, on the part of the defendants, before me, Timothy P. Ranney, at my office, in Newark, this 7th day of November, A. D. 1863, in presence of Joseph P. Bradley, of counsel, with the complainants, and James W. Alexander, of counsel, with the defendants, the Raritan and Delaware Bay Railroad Company.

Taken by consent.

- 10 *Lodowick F. Billings*, being duly sworn on the part of the defendants, deposeth and saith as follows: I am freight clerk in the Raritan and Delaware Bay Railroad Company's office; I have the accounts of the freight department of that road under my care; I examine the way-bills, and make out the monthly statements, or abstracts; I made the compilation marked "Exhibit X, on the part of the Defendants," now produced, from the monthly statements and way-bills; and believe it to be correct; the first column represents the tonnage, in pounds, of goods carried over the rail-
- 20 road of the Raritan and Delaware Bay Railroad Company, by the respective companies concerned in that business; the other column represents the earnings coming to the Raritan and Delaware Bay Railroad Company; I made the calculation carefully; I have also examined the statement "Exhibit Y, on the part of the Defendants," now produced, and compared it with the books and settlements with the Cam-

den and Atlantic Railroad Company, and believe that it truly represents the number of passengers carried over the road of the Raritan and Delaware Bay Railroad Company, as therein mentioned; I have received no account of any business done by the Philadelphia and Eastern Transportation Company since the twenty-third day of September, last (1863); it is my business to receive accounts of all freight carried over the road, and I should have received it if any had been carried; to the best of my knowledge and belief, none has been so carried. 10

*Cross examined* by J. P. Bradley: My office is at No. 65 Beaver street, in the city of New York; the Union Transportation Company mentioned in "Exhibit X" had their receiving office for freight at the foot of Murray street, New York; it is the same as the Philadelphia and Eastern Transportation Company, as I understand it.

Q. Did you not understand that most of the freight specified in "Exhibit X," came from or went to Philadelphia? 20

A. I have no understanding about it; I only received the way bills; I know nothing about the destination of the goods apart from the way bills.

Q. Did you not understand that the passengers to and from Camden, mentioned in "Exhibit Y," were really passengers to and from Philadelphia?

A. I did not so understand it.

Q. Did you not understand that most of said passengers, if not all of them, came from or went to Philadelphia in connection with their trip across the Raritan and Delaware Bay Railroad? 30

A. None at all; not one; it didn't appear so from the books, and that is the only evidence I had.

Q. Did you not understand from some of the officers or agents of the company, outside of the books, that these passengers came from or went to Philadelphia?

A. To the best of my memory I never received any information from any of the officers of the company on that subject. 40



Q. Where are the books and papers from which these two abstracts, marked "Exhibit X" and "Exhibit Y," were made?

A. At the office of the Raritan and Delaware Railroad Company, 65 Beaver street.

Q. How many lines a day are now run from New York to Camden, by way of the Raritan and Delaware Bay Railroad?

A. That would be merely guess-work; I have no certain  
10 knowledge on the subject.

Q. What number of lines are run daily, at the present time, from Camden to New York, by way of the Raritan and Delaware Bay Railroad?

A. I have received no account with regard to that matter.

Q. Do not the conductors make their daily returns to the office in Beaver street?

A. It is my understanding of the matter, that it is their duty to do so.

Q. How long have you been freight clerk, as stated?

A. I have assisted in the office since May last, but I have  
20 had the department more completely under my control since the first of August last.

Q. What other office besides the one at sixty-five Beaver street do you refer to, in speaking of being freight clerk in the company's offices?

A. I refer to the general office, at Manchester, which was used prior to July.

Q. Who are the principal officers of the Raritan and Delaware Bay Railroad Company?

A. As I understand the matter, there is no president; at  
30 least I do not know who he is, if there is one; I do not know who is the secretary, if there is one; Mr. Joseph Torrey is the acting treasurer at the present time; he resides near New York, and his office is at 65 Beaver street.

LUDOWICK F. BILLINGS.

Taken, sworn, and subscribed }  
before me, at Newark, this }  
seventh day of November, }  
A. D. 1863. }

40

T. P. RANNEY,

Master in Chancery of N. J.

U. S. Revenue  
Stamp.  
5c.  
Cancelled.

The papers referred to in the foregoing examination, as Exhibit X and Y, on the part of the defendants, were by me marked respectively Exhibits X and Y, on the part of the defendants, November 7th, 1863.

T. P. RANNEY.

# IN CHANCERY OF NEW JERSEY.

THE DELAWARE AND RARITAN CA-  
NAL AND CAMDEN AND AMBOY  
RAILROAD AND TRANSPORTATION  
COMPANIES,

vs.

THE RARITAN AND DELAWARE BAY  
RAILROAD COMPANY, et al.

## Exhibit X.

On part of Defendants, Nov. 7th, 1863.—T. P. RANNEY, 10  
Master in Ch'y.

### *Importers' and Traders' Despatch.*

1862.

Nov. Camden to New York..... 2,280

N. Y. to Camden..... 172,894

175,174 \$215 17

1862.

Dec. Camden to N. Y..... 277,046

N. Y. to Camden..... 961,683

1,238,729 \$1,438 34 20

1863.

Jan. 1 to 15. N. Y. to Camden.....1,186,481

17. Camden to N. Y..... 453,083

---

1,639,564 \$1,682 97*Union Transportation Company.*

Jan. 15 Pier to Camden.....1,973,169

10 to 31. Camden to Pier.....1,646,672

---

3,619,841 \$2,051 34

Feb'y. Pier to Camden.....3,971,982

Camden to Pier.....2,489,151

---

5,761,133 \$2,834 04

March. Pier to Camden.....2,602,375

Camden to Pier.....1,288,689

---

3,891,064 \$1,845 87

20

April. Pier to Camden.....1,124,768

Camden to Pier.....1,587,651

---

2,712,419 \$818 75

May. Pier to Camden..... 930 626

Camden to Pier..... 816,003

---

1,746,629 \$455 59

30

June. Pier to Camden..... 848,093

Camden to Pier..... 939,006

---

1,787,099 \$551 03

July. Pier to Camden..... 716,439

Camden to Pier..... 1,161,049

---

1,877,438 \$630 67

August. Pier to Camden.....1,300,442

Camden to Pier..... 450,362

---

1,750,802 \$322 62



|       |                     |           |          |
|-------|---------------------|-----------|----------|
| Sept. | Pier to Camden..... | 908,653   |          |
|       | Camden to Pier..... | 362,398   |          |
|       |                     | <hr/>     |          |
|       |                     | 1,271,051 | \$444 55 |

## IN CHANCERY OF NEW JERSEY.

THE DELAWARE & RARITAN CANAL,  
AND CAMDEN AND AMBOY RAILROAD  
AND TRANSPORTATION COMPANIES,

vs.

THE RARITAN AND DELAWARE BAY  
R. R. COMPANY, et al.

**Exhibit Y.**

*On the part of Defendants, November 7, 1863.* 10

T. P. RANNEY,  
Master in Ch'y.

|                 |                                      |     |    |
|-----------------|--------------------------------------|-----|----|
| November, 1862, | Passed from Port Monmouth to Camden, | —   |    |
| "               | " " " Camden to Port Monmouth,       | 18  |    |
| December,       | " " " Port Monmouth to Camden,       | 7   |    |
| "               | " " " Camden to Port Monmouth,       | —   |    |
| January, 1863,  | " " " Port Monmouth to Camden,       | 11  |    |
| "               | " " " Camden to Port Monmouth,       | 5   |    |
| February,       | " " " Port Monmouth to Camden,       | 1   |    |
| "               | " " " Camden to Port Monmouth,       | 1   |    |
| March,          | " " " Port Monmouth to Camden,       | 4   |    |
| "               | " " " Camden to Port Monmouth,       | 9   |    |
| April,          | " " " Port Monmouth to Camden,       | 1   |    |
| "               | " " " Camden to Port Monmouth,       | 3   |    |
| May,            | " " " Port Monmouth to Camden,       | 5   | 20 |
| "               | " " " Camden to Port Monmouth,       | 2   |    |
| June,           | " " " Port Monmouth to Camden,       | 11  |    |
| "               | " " " Camden to Port Monmouth,       | 11  |    |
| July,           | " " " Port Monmouth to Camden,       | 33  |    |
| "               | " " " Camden to Port Monmouth,       | 23  |    |
| August,         | " " " Port Monmouth to Camden,       | 25  |    |
| "               | " " " Camden to Port Monmouth,       | 19½ |    |
| September,      | " " " Port Monmouth to Camden,       | —   |    |
| "               | " " " Camden to Port Monmouth,       | 6   |    |

---

195½

|                                              |          |
|----------------------------------------------|----------|
| Total earnings.....                          | \$439.87 |
| Less Camden & Atlantic R. R. proportion..... | 89.93    |
|                                              | <hr/>    |
|                                              | \$349.94 |
| Less Bats to Branch proportion.....          | 43.99    |
|                                              | <hr/>    |
| Raritan & Delaware Bay R. R. proportion..... | \$305 95 |

## IN CHANCERY.

|                                                                               |                      |
|-------------------------------------------------------------------------------|----------------------|
| Between                                                                       |                      |
| THE DELAWARE AND RARITAN CANAL<br>AND CAMDEN AND AMBOY RAILROAD<br>COMPANIES, | }                    |
| Complainants,                                                                 |                      |
| and                                                                           |                      |
| THE RARITAN AND DELAWARE BAY<br>RAILROAD COMPANY, and others,                 | }                    |
| Defendants.                                                                   |                      |
|                                                                               | On Bill, Answer, &c. |

STATE OF NEW JERSEY, } ss.  
 CAMDEN COUNTY, }

Robert Frazer, of the City of Philadelphia, in the State of Pennsylvania, being of full age, maketh oath and saith: That he is now, and has been since eighteen hundred and fifty-three, Secretary of the Camden and Atlantic Railroad Company, one of the defendants in the above stated case; that on Saturday, the fourteenth day of the present month of November, Abraham Browning, the counsel of said company, called this deponent's attention to Exhibit No. 10 on 10 the part of said complainants, purporting to be the copy of a passenger ticket numbered 06, issued by said company and produced in evidence by Joseph H. Mirkil, a witness on the part of said complainants, examined before Staats S. Morris, Esquire, at Taylor's Hotel, at Jersey City, on the seventeenth day of October last; that said ticket is in substance a copy of one of a number of passenger tickets which were gotten up and procured to be printed by Horace Whiteman, a clerk in the office of said company, by mistake and without the knowledge of said company, under a misapprehen- 20 sion of directions given to him by this deponent in behalf of said company; that said tickets having been, by mistake, so gotten up and printed, were by said clerk put into the hands of ticket agents of said company by like mistake, and eleven of them were issued or sold before the mistake was discovered; that immediately after such mistake was discovered, all the said tickets which had been thus placed into the hands of



said ticket agents, except said eleven, were recalled and never issued; that no such tickets, except as above stated by mistake, have ever been issued by or in the name of said company; nor any other passenger tickets for traveling on the connected line of railway formed by the connection of the railroads of the corporate defendants in said case, except from Camden to Port Monmouth and the intermediate stations along said line; and that tickets of the kind last mentioned were the only passenger tickets, for traveling on said  
 10 line of railway, which the said clerk was directed or authorized to have issued.

And this deponent further saith, that the first information or knowledge which this deponent had of the testimony of said Joseph H. Mirkil, or of any such exhibit having been offered in evidence, was that given to this deponent on the fourteenth instant, as aforesaid; that neither this deponent, nor so far as this deponent knows and believes, any officer, attorney, solicitor, counsel, or other agent of said company attended, or had any notice to attend, at Jersey City, at the  
 20 time said Joseph H. Mirkil was examined as aforesaid, or knew that any such examination was then to take place; and that if this deponent had known of any such exhibit being in evidence at the time of his examination as a witness on the part of said company, at Jersey City, on the fifth instant, this deponent would then have explained the circumstances which lead to the mistaken issue of the eleven passenger tickets.

ROBT FRAZER.

Sworn and subscribed at Camden, this 16th day of November, A. D. 1863, before me, one of the masters in Chancery of New Jersey.

PETER L. VOORHEES, *M. C. C.*

## IN CHANCERY.

|                                                                                                                       |   |
|-----------------------------------------------------------------------------------------------------------------------|---|
| Between                                                                                                               |   |
| THE DELAWARE AND RARITAN CANAL<br>AND CAMDEN AND AMBOY RAILROAD<br>AND TRANSPORTATION COMPANIES,                      | } |
| Complainants,                                                                                                         |   |
| AND                                                                                                                   |   |
| THE CAMDEN AND ATLANTIC RAIL-<br>ROAD COMPANY, AND THE RARITAN<br>AND DELAWARE BAY RAILROAD COM-<br>PANY, and others, | } |
| Defendants.                                                                                                           |   |

On Bill and Supplemental  
Bill.

Decree.

This cause coming on to be heard at the term of October in the year of our Lord one thousand eight hundred and sixty-three before His Honor, Henry W. Green, Chancellor of the State of New Jersey, at Trenton, upon the pleadings and proofs in said case, and having been duly argued by the counsel of the said parties, and the Chancellor having taken time to advise thereon until the term of February one thousand eight hundred and sixty-four when further time was taken to settle the form and terms of the decree then pro- 10  
nounced. And now at this time that is to say on the sixteenth day of May in the year of our Lord one thousand eight hundred and sixty-five, the Chancellor is of opinion that by virtue of the acts of the Legislature of the State of New Jersey, bearing date the second day of March eighteen hundred and thirty-two, and the sixteenth day of March, eighteen hundred and fifty-four, in the pleadings in this cause mentioned and the acceptance thereof by the complainants, the State of New Jersey entered into a valid contract with the said complainants, which is now subsisting, and in force, 20  
to wit that it should not be lawful before the first day of January one thousand eight hundred and sixty-nine to construct any other railroad or railroads in the State of New Jersey without the consent of the said complainants, which should be used for the transportation of passengers or merchandise between the cities of New York and Philadelphia or to compete in business between the said cities with the railroads of the complainants, or that might in any manner be used or

intended to be used for the purpose of defeating the true intent of the act of March the second, one thousand eight hundred and thirty-two, or the act approved March sixteenth, one thousand and eight hundred and fifty-four, in the pleadings in this cause mentioned; that the intent of said contract was fully and effectually to protect until the first day of January, one thousand eight hundred and sixty-nine, the business of the said complainants from railroad competition between the cities of New York and Philadelphia; that the said business to be protected from competition, is the through business from city to city, and not the transportation of freight and passengers to and from points and places within the State of New Jersey along the line of the respective roads, and between those points and the cities of New York and Philadelphia respectively; and the Chancellor is further of opinion that the said contract and the said acts of the Legislature are not repugnant to, or in violation of the constitution of the United States, or of this State, or of the rights and privileges of the said Camden and Atlantic Railroad Company, or of the said the Raritan and Delaware Bay Railroad Company, as granted to them in and by their respective charters, or any acts supplementary thereto. And that the said defendants are bound to respect the said contract and not to violate the same. And the Chancellor is further of opinion that the incorporation of the Camden and Atlantic Railroad Company, to construct a railroad across the State, from Camden to the sea, at or near Absecom Inlet, and the incorporation of the Raritan and Delaware Bay Railroad Company to construct a railroad

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from Raritan Bay to Cape Island, were no violation on the part of the State of their contract with the complainants; that the junction of the Camden and Atlantic Railroad with the Raritan and Delaware Bay Railroad, at their necessary and legitimate point of intersection, so as to form a continuous though circuitous line of railway from Camden to the Raritan Bay, and which with the aid of steamboats upon the Delaware river and Raritan Bay will form a continuous line, and which by possibility may be used for the transportation of passengers and merchandise across the State between the cities of New York and Philadelphia, constituted



no violation of the complainants rights. And it appearing to the satisfaction of the Chancellor, that arrangements have been entered into with direct reference to the formation of a continuous line of transportation between the cities of New York and Philadelphia, and that the transportation of freight and passengers from city to city is carried on over the defendants' roads by their corporation and with their knowledge, and under and by virtue of agreements entered into between themselves and with others, and that the railroads of the said defendants are used for the transportation of passengers and merchandise between the cities of New York and Philadelphia and are competing in business with the roads of the said complainants, in direct violation of the contract made by the State, and of the rights and privileges of the complainants; and that the complainants have in no wise acquiesced in such conduct of the defendants, nor consented thereunto, the Chancellor is further of opinion that the said acts on the part of the said defendants are a violation of the exclusive rights and privileges of the said complainants, and that the complainants are entitled to relief and to the aid of this court in the protection of such rights and privileges, and to an account of all such use of said railroad and branches, and of such transportation, and to the damages they have sustained by such violation of their said exclusive franchise, and to the injunction prayed for in their supplemental bill, with their costs to be taxed. 10 20

Therefore the Chancellor doth order, adjudge and decree that the said defendants and their confederates, their and each of their officers, contractors, servants and agents, do absolutely desist and refrain from further transporting or aiding or assisting in the transportation of passengers or merchandise from city to city between the cities of New York and Philadelphia, and that the said defendants, the Raritan and Delaware Bay Railroad Company and the Camden and Atlantic Railroad Company and their confederates, contractors and agents, desist and refrain from further permitting or allowing their respective railroads, engines, cars, or machinery to be used for the purpose of carrying on such transportation of passengers or merchandise from city to city between the said cities, or for the purpose of aiding or 30 40

assisting in the transportation of passengers or merchandise  
 between the said cities, from city to city, and that the said  
 corporation, defendants, their confederates, contractors and  
 agents severally desist and refrain from forwarding and from  
 aiding or assisting to forward, and from permitting or allow-  
 ing to be forwarded, by way of the said railroads and  
 branches, or any part thereof, from any point or place in  
 this State, to any other point or place in this State, any  
 passengers or merchandise which are or may be in the  
 10 course of transportation from city to city between the  
 said cities of New York and Philadelphia; and that all  
 the said other defendants desist and refrain from aiding  
 and abetting the said corporate defendants or either of  
 them in any such forwarding passengers or freight and  
 that the defendants, and each of them, together with their  
 confederates, contractors and agents, desist and refrain from  
 doing any act or acts for or towards or in aid of the trans-  
 portation of passengers, freight, or merchandise between  
 New York and Philadelphia, by way of said railroads, or  
 20 either of them, or any part thereof, or said branches, either  
 by using or permitting to be used the different sections  
 thereof for that purpose, in connection with each other, or  
 by using the said railroads, or any part thereof, or said  
 branches, in connection with any steamboat or steamboats;  
 and that the said corporation defendants desist and refrain  
 from permitting their respective roads, or any section or  
 sections thereof, to be used for any such last mentioned pur-  
 pose. And that said defendants respectively, and their con-  
 federates respectively, desist and refrain from performing,  
 30 aiding, or contributing to, the transportation of passengers  
 or freight from city to city aforesaid, across the said rail-  
 roads, or any part thereof, and upon steamboats running in  
 connection therewith, by any other device or contrivance  
 whatsoever; and that an injunction do issue out of and un-  
 der the seal of this Court, directed to the said defendants  
 and their confederates, their and each of their officers, agents,  
 contractors, servants and workmen, commanding and en-  
 joining them, and each and every of them, that they, and  
 each and every of them, desist and refrain from the acts  
 40 aforesaid, which by this decree it is ordered, adjudged and

decreed they shall desist and refrain from doing; and it is further ordered, adjudged and decreed, that the said defendants do pay to the complainants their costs of this suit, to be taxed, and the damages sustained by the complainants by the unlawful acts of the defendants, and that it be referred to James Wilson, Esq., one of the Masters of this Court, to take an account of all the passengers and freight carried on the railroads of the said corporation defendants, or on any part thereof, in course of transportation from city to city aforesaid, distinguishing what passengers were soldiers, and what freight was horses or munitions of war, transported by order of or for the use of the Government of the United States; and to take an account of and ascertain the damages sustained by the complainants by the violation of their exclusive franchise by the defendants; and that the parties be examined before the master, and that the master proceed with all convenient speed; and that the defendants pay to the complainants as well their costs in this suit to be taxed, as the damages aforesaid, and that the complainants have liberty to apply on foot of this decree, in case of further violation of said exclusive franchise by any device or means whatever, and all further equity is reserved until the coming in of said report. 10 20

HENRY W. GREEN, *C.*

A true copy.

B. GUMMERE, *Clk.*



## OPINION OF CHANCELLOR GREEN, ON FINAL HEARING IN THE CASE OF

The Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies *v.* The Camden and Atlantic Railroad Company, the Raritan and Delaware Bay Railroad Company, and others.

DELIVERED FEBRUARY 3D, 1864.

THE CHANCELLOR—The complainants, the united Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies, ask to be protected in the enjoyment of certain franchises and exclusive privileges granted to them by the State of New Jersey. By their original bill they asked that an injunction should issue to prevent the formation by the defendants of a continuous line of conveyance by railroad from the Delaware River to Raritan Bay, by a junction of their respective roads, which  
10 might be used for the transportation of passengers or merchandize between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the complainants, or that might in any manner be used or intended to be used for the purpose of defeating the true intent of the contracts made by the State with the complainants, to protect, until the first day of January, 1869, the business of the complainants' railroad from competition between the cities of New York and Philadelphia.

The Camden and Atlantic Railroad Company, one of the  
20 corporations who are made defendants, by virtue of their charter granted on the 17th of March, 1852, have constructed a railroad from the city of Camden through the counties of Camden and Atlantic, a distance of about sixty miles, to the ocean at Absecom inlet, in the county of Atlantic.

The Raritan and Delaware Bay Railroad Company, the other defendant corporation, by virtue of their charter granted on the third of March, 1854, and of the supplements thereto, were authorized to construct a railroad from some suitable

point on Raritan Bay, eastward of the village of Keyport, in the county of Monmouth, through the counties of Monmouth, Ocean, Burlington, Atlantic and Cape May, to Cape Island on the Atlantic ocean; the general course of the route of the road, as prescribed in the charter, being nearly parallel with the line of the sea coast, and in its direct course crossing the Camden and Atlantic Railroad nearly forty miles from Philadelphia. At the time of filing the complainants' bill, this road was in the course of construction, and it is alleged in the bill that the Company are not constructing their road on the route prescribed by their charter, but that the road is made to diverge ten miles to the westward of the direct route to May's Landing, one of the points in the prescribed route—to Atsion, near the extreme northwest corner of the county of Atlantic, for the purpose of approaching nearer to the city of Philadelphia, and by means of a connection with the Camden and Atlantic road, formed by a branch road from Atsion to Jackson, forming a continuous and convenient railroad line to Camden, and thereby interfering with the chartered rights of the complainants. It is not suggested that the granting of these charters, or either of them, by the Legislature, or that railroads constructed in accordance with the route prescribed in these acts of incorporation, constitute any violation of the contract made by the State with the complainants. But the complaint is that the junction thus illegally attempted to be formed between the roads of the defendants, much nearer to the city of Philadelphia than was contemplated or authorized by their charters, will open a communication by railroad and steamboat between the cities of New York and Philadelphia, which will compete in business with the complainants' railroad, and thereby infringe their chartered rights.

The Camden and Atlantic Company, by their answer, alleged that they were authorized to construct a branch road from some convenient point on their main road, to be determined upon by the Company, to Batsto, in the county of Burlington—that they located their branch railroad from Jackson Station, on the main line of their road, to a point near Atsion, (which branch constitutes the connecting link of the two roads of the defendants,)—that the terminus of

the Batsto branch at Jackson is the most convenient and proper point on their railroad from which to make a branch solely for a local road—that it is the most practicable route for the said branch, so far as the topography of the country is concerned—and that the branch was so located because it was supposed that such location will best promote the interest of the stockholders and of the people of the counties through which the road passes, and will best answer the design of the Legislature in authorizing such branch. They  
 10 admit that an additional reason for thus locating the Batsto branch through Atsion was, that thereby a nearer and more direct communication will be opened between Batsto and the city of New York, and points in the line of the Raritan and Delaware Bay Railroad. They do not admit, nor do they deny, that the controlling reason for that location of the Batsto branch, was to aid the Raritan and Delaware Bay Railroad Company in their purpose of approaching nearer to the city, and by means of a connection with the Camden and Atlantic road, forming a continuous and convenient line to  
 20 Camden.

The Raritan and Delaware Bay Railroad Company and the President and other officers of the Company, by their answer, among other things, admit that at the time of obtaining from the Legislature their act of incorporation, no person interested in the application for said road, had any intention of constructing a railroad to transport passengers or merchandize between the cities of New York and Philadelphia. They admit that the road, as constructed, diverges about ten miles from the direct route to May's Landing, but say that  
 30 the location by way of Atsion, as at present located, is the most feasible, expedient, and proper location for the railroad contemplated in the act of incorporation, and that the direct route from Squankum to May's Landing was surveyed by direction of the Company and found to be impracticable, and that the terminus of the Batsto branch, (which forms the connecting link between the two roads,) at Jackson, is the most convenient and proper point on the Camden and Atlantic road, from which to make a branch solely for a local road. They deny that any agreement has been made, or is intended  
 40 to be made, for the transportation of freight or passengers



between the cities of New York and Philadelphia. They admit that they and the Camden and Atlantic Railroad Company have in view the construction and perfecting by means of their respective railroads and a convenient connection between them, of a continuous and convenient line of railway communication across New Jersey, from the city of Camden to Port Monmouth, but they deny that they or any of them have in view the continuation of said line, at either end thereof, by steamboat transportation to the cities of New York and Philadelphia, for the purpose of using the same for the transportation of passengers or merchandize in a manner which will violate any contract between the State and the complainants, or any provisions of the acts of the Legislature referred to in the complainants' bill. They also deny that any contract or arrangement made by them is calculated or intended to form a continuous line of railway communication between the said cities, to compete in business with the business of the complainants, contrary to their vested rights. They admit that it is possible, if not prohibited by law, that a line of communication by railroad and steamboat between the cities of New York and Philadelphia might be opened, but they say that their railroad is not a public highway and cannot so be used without their concurrence and consent, and as they have made no arrangement whatsoever so to use the same, and do not intend any unlawful use of their road, such use, if unlawful, cannot be made, and if attempted, can be restrained by the courts. They also deny that they intend in any way to violate the chartered rights of the complainants, or that they intend during their existence to violate any of the alleged exclusive privileges of the complainants. And the defendants, all and each of them, declare that it is not and never has been their intention by the construction of their railroad, or its connections with the Camden and Atlantic Railroad, or otherwise to interfere with the complainants' chartered rights by competing with the railroad of the complainants by the transportation of passengers or merchandize between the cities of New York and Philadelphia or otherwise.

The answers having been filed and affidavits taken touching certain allegations in the answers, the case was heard

upon a motion for a preliminary injunction as prayed for in the bill to restrain the defendants from forming the proposed junction between their respective roads.

The application was denied upon grounds which were briefly assigned at the time of the decision.

On the tenth of June, 1863, the complainants filed their supplemental bill, charging that since the former hearing, the Raritan and Delaware Bay Railroad Company have completed their road from Port Monmouth to Atsion, and in  
 10 combination with the Camden and Atlantic Railroad Company have completed the branch from Atsion and Jackson, and by means thereof have connected the two roads so as to form a convenient and continuous line of railway from Camden to Port Monmouth, and have made arrangements by contract for continuing the line by means of steamboats between Port Monmouth and New York, and between Camden and Philadelphia, so as to form a complete line of travel and transportation over the said line of railroad between the cities of New York and Philadelphia, and have established  
 20 lines of transportation, both of freight and passengers between the said cities by means of said line, and are actually engaged in such transportation in open and direct violation of the chartered rights and privileges of the complainants.

The defendants have answered; evidence has been taken, and the cause is now to be decided upon final hearing.

The right of an incorporated company to be protected in the enjoyment of their franchises, and the duty of a Court of Equity by the exercise of its restraining power to afford such protection, are familiar doctrines of this Court. These principles have been so often declared and are so constantly recognized in practice, as to render their re-affirmance, or the citation of authorities in their support an unnecessary formality. They are freely conceded as the recognized law of  
 30 the Court. The power of the Court is exercised for the protection of rights, the existence of which are clearly established, and so far only as may be essential for the protection of those rights. The first subject for consideration, therefore, is the existence and extent of the rights for which protection is asked.

40 The exclusive privileges claimed by the complainants de-

pend mainly upon the acts of March 2d, 1832, and of March 16th, 1854. By the second section of the act of 1832, it is enacted, "That it shall not be lawful at any time during the said railroad charter to construct any other railroad or railroads in this State, without the consent of the said Companies, which shall be intended or used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroad authorized by the act to which this supplement is relative."

By the preamble of the act of 1854, it is recited that by 10  
reason of existing contracts between the State and the companies, as set forth in their acts of incorporation, and other acts in relation to the said companies, they are possessed of certain exclusive privileges which prevent the construction except by their consent of any other railroad or railroads in this State, which shall be intended or used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business with the railroads of the said Companies. And by the first section of the act it is enacted that it shall not be lawful before the 1st 20  
day of January, 1869, to construct any other railroad or railroads in this State without the consent of the said Joint Companies, which shall be used for the transportation of passengers or merchandise between the cities of New York and Philadelphia, or to compete in business between the said cities with the railroads of the said Joint Companies, or that may in any manner be used or intended to be used for the purpose of defeating the true intent of the act passed March the 2d, 1832, or of this act, which intent and meaning are hereby declared to be, fully and effectually to protect until 30  
the 1st day of January, 1869, the business of the said Joint Companies from railroad competition between the cities of New York and Philadelphia.

It is difficult to conceive of a more express engagement on the part of the State, or of a clearer recognition of the exclusive rights of the Companies than is contained in these Statutes. Whatever doubts may be entertained as to the construction of the contract, there can be none as to the fact of making it.

That the engagement is not in the form of a contract, ren- 0



ders it none the less obligatory. It is the form in which the faith of the State is usually pledged, and in which contracts with corporations, touching the exercise of exclusive franchises under Legislative authority are entered into. The same form was adopted in the grant of an exclusive franchise to the proprietors of the bridges over the rivers Passaic and Hackensack, which was recognized as a valid contract on the part of the State, both in this Court and in the Court of Appeals. 2 Beas. 81, 503.

10 The contract is founded upon a valuable consideration paid by the Companies.

It was made as an inducement to private enterprise and private capital, to construct an important highway required for public travel and the convenience of commerce, and which it was incumbent upon the State in its sovereign capacity to provide either directly by its own means or through the agency of others.

Whether the grant was wise or injudicious; whether the consideration received for it was adequate or inadequate, 20 were questions exclusively for legislative, not judicial cognizance. These considerations cannot affect the existence, or impair the obligation of the contract.

The obligations created by the act of 1832 and by other acts affecting the complainants were recognized by the Legislature in the preamble of the act of 1854 as existing contracts, conferring upon the Companies exclusive privileges, which prevented the construction of competing roads, and which privileges could be extinguished only by purchase or by consent. And by the act of 1854 the Legislature not 30 only acknowledge the existence and obligation of the act of 1832, but with the assent of the Companies, they limit its duration, re-affirm its engagements, and declare its meaning. It would seem that every sanction which the Legislature could give to its contract with the companies has been given, and that every guarantee which could be required for the quiet enjoyment of the franchises granted has been furnished. By no act of legislation, has the existence or validity of the contract been called in question. Grave questions have arisen, and different opinions have prevailed as to the con- 40 struction and effect of the contract, but so far as is known

its obligation has been by the Legislature uniformly acknowledged and respected. Under such circumstances, it would certainly be a remarkable spectacle if courts of justice whose peculiar duty it is to maintain the authority of laws, and enforce the obligation of contracts, should be found denying the existence and the obligation of a contract which the contracting parties admit, and the binding force of which they acknowledge.

But it is objected that the act of 1832 is null and void, inasmuch as it derogates from the power of subsequent Legislatures, upon the familiar principle that acts of Parliament derogatory from the power of subsequent Parliaments, bind not. 1 Black, Com. 90.

The power of the Legislature to make a contract is not denied. It is an inherent attribute of sovereignty. The Constitution does not deprive the Legislature of the power of contracting, but only of violating its contract. The prohibition is that "no State shall pass any law impairing the obligation of contracts." Independent of this constitutional provision, any subsequent Legislature would have as full power to annul the contract or to pass a law inconsistent with it as the Legislature had to make it. It is the Constitution then, and not the contract that derogates from the power of subsequent Legislatures.

The inability of the Legislature to divest itself or its successors of its sovereignty or to extinguish the trusts committed to its custody for the public welfare, is not questioned. But the Legislature not only may, but must determine in what manner that sovereignty shall be exercised, and how those trusts shall be executed. It may not strip itself of the power of taxation, but it may in the legitimate exercise of its powers exempt the property of corporations, or of individuals from taxation for a limited time, and for adequate consideration. So it may not divest itself of the power of furnishing necessary and convenient highways for public accommodation. But whether they shall be constructed directly by State officers by means furnished from the public Treasury, or by the agency of public corporations, townships, cities or counties by means raised by taxation or by the agency of private corporations by means furnished by private enterprise and capi-

tal secured and stimulated by the hope of reward, is purely a question of legislative discretion. All these means and agencies of providing highways have been from time to time adopted, without a question as to the right of the Legislature to resort to either of them. In this State great works of internal improvement requiring large outlays of capital, have been almost universally constructed by private capital and private enterprise, aided in some instances by public bounty. Bridges, turnpikes, railroads and canals have been  
 10 thus constructed. It has been neither the disposition of the people nor the policy of the Legislature to incur the hazards of such enterprises, and experience elsewhere has fully demonstrated that the policy of the State in this regard is a wise one. If these works are entrusted to private enterprise, the inducements held out for their execution must rest in legislative discretion.

The doctrine as attempted to be applied by counsel, carried to its legitimate conclusion would deprive the Legislature of all power of disposing of public property. The sale  
 20 of a part of the public domain in one sense derogates from the power of future legislatures. What has once been granted cannot be granted again. And yet the power of the Legislature, as well as of Parliament, to alienate the public domain, to convert arms of the sea, where the tide ebbs and flows, into arable land to the utter destruction of the common rights of navigation and fishing, is well settled, and has been repeatedly exercised. *Gough v. Bell*, 2 Zab. 457; 3 *Ibid*, 624. *Lowe v. Govett*, 3 Barn. & Ad., 863. *The King v. Montague*, 4 Barn & Cr., 598.

30 So the Legislature may grant the franchise of taking tolls, which are a branch of the prerogative, upon ferries, bridges, or highways. If once granted the same franchise cannot be granted again. The Legislature cannot grant to another the right of taking tolls upon the defendants' road without making compensation. To some extent the grant of any franchise must in this sense be derogatory of the power of a subsequent Legislature. But it is not contended that the Legislature has no power of granting the franchise of taking tolls, or of granting any other property which the State may own.  
 40 This was not contended in the case of the Charles River



Bridge v. Warren Bridge, 11 Peters, 420 ; nor did the court so decide. What the majority of the Court in that case did decide, was that where there was a grant of the franchise of a ferry without exclusive words, the Legislature might lawfully establish another ferry to the detriment of the former. That the grant of the franchise being a public grant must be construed strictly, and that nothing would pass by implication. Where no exclusive privilege was expressly granted none would be presumed to exist.

The extent of the principle as applicable to this case, fairly stated, is simply this—that the Legislature cannot divest 10 itself of the power or the duty of providing necessary highways for public use. And the answer to the objection is that they have not done so. The Legislature have the same control over the franchises and other property of these complainants, that they have over the property of any other citizens. It is subject to the right of eminent domain. By virtue of that right, if the public necessities so require, the exclusive franchises as well as the other property of these complainants may be taken and condemned for public use upon making 20 just compensation. *West River Bridge Co. v. Dix*, 6 How., 529. *Richmond R. R. Co. v. Louisa R. R. Co.*, 13 How., 83. *Enfield Toll Bridge Co. v. Hartford & New Haven R. R. Co.*, 17 Conn. 40. *Boston & Lowell R. R. Co., v. Salem & Lowell R. R. Co.*, 2 Gray 1.

The Legislature therefore have in no proper sense by the grant of exclusive privileges to the complainants, derogated from the power of subsequent Legislatures to furnish highways. The only question is whether just compensation shall be made to the complainants for their property, or whether 30 it may be taken and appropriated in disregard of the honor of the State, and of the rights of the complainants.

The clause in the act which renders the consent of the Companies necessary to legalize the construction of any competing road, cannot affect the validity of the law as an act of legislation. If the clause were erased, the legal effect and construction of the contract would remain unchanged. An engagement by a contracting party that he will not do any act to the prejudice of the other contracting party without his consent, is in effect identical with an absolute and unquali- 40

fied engagement not to do the act. The party whose interests are affected may consent to the act, and thus waive his rights under the contract. It in no sense confers on these corporations legislative functions, or makes legislation subservient to their views. Their assent is no part of legislation. It does not create the law, but merely avoids the constitutional objection to its validity. It stands upon the same footing with all modifications of private charters. They are valid only when accepted by the corporation whose rights  
10 are affected.

The existence and validity of the grant of exclusive privileges by the State to the complainants, which they ask to be protected, are satisfactorily established. But an important question is raised touching the true construction of the contract, and the extent of the exclusive privileges thereby conferred. The complainants claim that by virtue of their contract they are entitled to protection from all competition, not only upon the entire route between the cities of New York and Philadelphia, but from all competition upon any  
20 and every part of the route; the protection extending as well to the way business as to the through business between the said cities. The prohibitory clause declares that "it shall not be lawful at any time during the said railroad charter to construct any other railroad or railroads in this State," without the consent of the said companies, which shall be intended or used for the transportation of passengers or merchandize between the cities of New York and Philadelphia, or to compete in business with the railroad authorized by the act to which this supplement is relative." The ambiguity of the  
30 enactment is occasioned by the various senses in which the word "between" is appropriately used. It may mean in the intermediate space without regard to distance, or it may mean extending or passing from city to city. The prohibition, therefore, may be limited to the through business alone, or it may extend to transportation over any and every portion of the route. But if the design of the enactment had been to exclude all competition, that object would have been effectually attained by prohibiting the construction of any road or roads intended or used to compete with the business of  
40 the company. The clause prohibiting the construction of a

road for the transportation of passengers and merchandize between the two cities would have been nugatory. But the primary design of the prohibition is indicated by declaring—first, that no road shall be constructed for the transportation of passengers or merchandize between the two cities; and then in order to guard against any evasion of the prohibition—not to enlarge it—the second clause of the prohibition is added.

That this was the real design of the enactment will appear by reference to previous legislation on the subject. The design of the incorporation of the railroad company is stated in their charter to be “to perfect an expeditious and complete line of communication from Philadelphia to New York,” and it is made their duty to provide suitable vessels at either extremity of their road for the transportation of passengers and produce “from city to city.” The protection afforded to the Company was that if the State should authorize any other railroad for the transportation of passengers across this State from New York to Philadelphia, which should be constructed and used, and which should commence and terminate within three miles of the commencement and termination of the roads authorized by the act, the transit duty should cease; and that if any other railroad should be constructed for the transportation of passengers between New York and Philadelphia, it should be liable to a tax not less than the amount payable to the State by this Company. 10

The entire prohibition applies to roads constructed and used for the transportation of passengers across the State from city to city. The whole protection afforded is to the through passenger business. It is clear that no reference is had to way business, and that no limitation was designed to be placed upon the chartering or construction of local roads. 20

By the act of 1831, it is enacted that when any railroad or railroads for the transportation of passengers and property between the cities of New York and Philadelphia, across this State, shall be constructed and used for that purpose by virtue of any law of this State or of the United States, authorizing or recognizing said road, the dividends upon the stock transferred by the Company, pursuant to the act, should be no longer payable, and the stock should be re-transferred to 40



the Company. All the protection which the Company sought, all that the Legislature granted, was to the business from city to city. This was the prize for which these then rival companies were struggling. It was the only object deemed worthy of competition, or worth protecting. But for this the charter would not have been asked, nor the road constructed. It was for this valuable franchise that the consideration was paid by the corporation to the State, and for this that the protection was given.

- 10 All these provisions have reference exclusively to the through business from city to city. Yet, on examination, it will be found that they were not effectual for the end designed. In terms they limited the prohibition either to a single road, or to a road to be constructed within a limited time, or within certain definite limits, or to a road for the transportation of passengers only. They afford protection to a particular line of road. This clearly did not fully attain the object of securing full protection against competition between the cities. The act therefore of 1832, which was passed
- 20 after the union of the Railroad and Canal Companies, applies the prohibition to the construction of any other railroad or railroads anywhere in this State, at any time during the continuance of the railroad charter, which should be intended or used for the transportation of passengers or merchandize between the cities of New York and Philadelphia, or to compete in business with the railroad of the complainants. The provisions of the acts of 1830, 1831, and 1832, are all in *pari materia*, all form parts of one entire contract, and all have in view the same general object. It cannot be said upon
- 30 any sound rule of interpretation that the Legislature by the use of a certain term, confessedly of equivocal import, appropriate to express the intent of the parties as expressed in former acts, and necessary to avoid circumlocution, have essentially enlarged the scope of the enactment and limited the power of legislation.

But how did the parties to the contract understand it?

By the act of 1854, the true intent and meaning of the act of 1832 are declared to be "fully and effectually to protect, until the first of January, 1869, the business of the said Joint

Companies from railway competition between the cities of New York and Philadelphia."

The plain and natural import of this language, as well as of the act of 1832, is to afford protection against competition in business from city to city. A broader interpretation requires a forced construction to be given to the use of the terms employed. A contract by A. that he will not engage in the forwarding or transportation business between the cities of New York and Philadelphia—or that he will not enter into competition with the business of B. between those cities, would not be violated in letter or spirit by A.'s engaging in the transportation of goods between Trenton and Princeton, between Camden and Haddonfield, or between Atsion and Long Branch; unless, indeed, the local business should form one link in a chain of communication reaching from city to city, and should thus be used in violation of the spirit of the contract. The language of the act of 1854, is not the language of the Legislature alone, but of the Companies also. Like the other acts affecting their corporate rights and privileges, it was formally accepted by the Companies. Their assent was given to all its provisions. It expresses their construction of the contract. It is no violent presumption that it was approved if not framed by their own counsel. The act was passed more than twenty years after the act of 1832, to which it gives construction, had been in operation. The ambiguity of its phraseology could not have escaped the attention of the Companies or their counsel. In 1851, the ambiguity created by the use of the word "between" had been animadverted upon, and its effect, as used in the charter of a railroad company in a clause similar to that now under discussion, had been treated as a vexed question by the Supreme Court of the United States. *Richmond R. R. Co. v Louisa. R. R. Co.*, 13 Howard, 71. They were familiar with the rule of interpretation that, in a case of doubt, the construction of a grant must be taken most strongly against the corporation.

Under such circumstances, it is a reasonable presumption, that if the intent and meaning of the act of 1832 had been to protect against competition, not only the business between the cities, but between all intermediate places and over any

and every part of the route between the said cities, it would have been unequivocally expressed. That it was not so done—that the ambiguity was not removed when it might have been done with facility, is the strongest evidence that such was not the intention of the contracting parties.

I am of opinion that the grant of exclusive privileges made by the Legislature to the complainants, operates to protect only the through business from city to city against competition. That the Companies have the franchise of  
 10 taking tolls upon any and every part of the route or routes between the cities; but that they have the *exclusive* franchise only in regard to passengers and merchandize transported over the entire route.

But if it be admitted that it is not clear that this is the true construction of the contract, and that its import is doubtful, the construction must still be against the complainants. It is a well settled rule of construction that public grants are to be construed strictly; and in all cases of grants of franchises by the public to a private corporation, the es-  
 20 tablished rule of construction is that any ambiguity in the terms of the contract must operate against the corporation and in favor of the public. The corporation take nothing that is not clearly given by the act. Proprietors of Stoar-bridge Canal *v.* Wheely, 2 Barn. & Ad. 793; Beaty *v.* Lessee of Knowler, 4 Reter, 168; Prov. Bank *v.* Billings, 4 Peter, 514; United States *v.* Arredondo, 6 Peters, 738; Charles River Bridge *v.* Warren Bridge, 11 Peters 420; Richmond R. R. Co. *v.* Louisa R. R. Co., 13 How. 81; Proprietors of Bridges *v.* Hoboken Land Co., 2 Beasley, 81.

30 There is another view of this part of the case which appears to me to be decisive of the rights of these parties so far as the way business is concerned.

If the grant of exclusive privileges to the Companies extend to the way business as well as to the business from city to city, it must nevertheless receive a reasonable interpretation. It must be restricted within such limits as may be fairly deemed to have been within the contemplation of the contracting parties, and as shall appear to be in accordance with the reason and spirit of the grant.

40 It was a principle of the common law, that if one had a



ferry by prescription, and another erected a ferry so near it as to draw away its custom, it was a nuisance. The same principle applies to any exclusive privilege created by statute. The grant must be construed so as to give it due effect by excluding contiguous and injurious competition. The competing route for local business must be so near the route of the complainants' road as *materially* to affect or take away its custom. *Ogden v. Gibbons*, 4 John. Ch. R. 160 ; *Newburgh Turnpike Co. v. Miller*, 5 John. Ch. R. 112.

If therefore the grant could be so construed as to protect 10 the grantees against the construction of any railroad in the immediate vicinity of their route, and against competition in local or way business upon that route, it would not give to the complainants the monopoly of all local business however remote, which for want of railroad accommodations upon the natural and direct route of travel, and intercourse might be driven by inconvenient and circuitous routes to seek its destination over the complainants' road. The grant of the exclusive franchise of having a railroad and of carrying passengers and freight between Camden and Amboy, 20 cannot confer a monopoly of the business between Camden and Manchester on Tom's River. The local business upon the two roads cannot be regarded as a competing business.

The right of the complainants to be protected in the exclusive enjoyment of their franchise of taking tolls upon their roads for through business being established, are the acts of the defendants in violation of those rights.

The application for a preliminary injunction to restrain the connection between the defendants' roads was denied on the 12th of August, 1862. The junction was formed and the 30 roads thus united went into operation in September 1862. The route is continued by means of steamboats between Port Monmouth and New York and between Camden and Philadelphia, which run in connection with the road so as to form a complete and uninterrupted line of travel and transportation over the roads between the cities of New York and Philadelphia. In eleven months commencing with November 1862, there was transported over these roads between Camden and Port Monmouth and mainly between the cities of New York and Philadelphia, 14,000 tons of freight and 40

17,600 passengers. A small portion of the freight consisted of munitions of war, and nearly the whole of the passengers were soldiers, carried over the road for the United States Government. The transporting of merchandize from city to city, is carried on by the agency of transportation companies, who have established offices for the reception and delivery of freight in each city, from which offices goods are regularly shipped over the entire route. Daily regular freight lines are thus established. The route is advertised—the attention of merchants and shippers is directed to it as a new and expeditious route, and their patronage solicited. The business of transporting way freight and passengers, is conducted by the railroad Companies in their own names. Ordinarily through tickets are not furnished, and freight is advertised to be carried between Camden and Port Monmouth only. But arrangements are made, and information furnished which enables passengers to pass from city to city without interruption, and both passengers and through freight reach the cities from the termini of the roads by the same boats which accommodate the way travel, and which are provided by the Companies for the accommodation of the regular lines upon their respective roads.

The through freight over the roads has been chiefly transported by the Philadelphia and Eastern Transportation Company, under an agreement bearing date on the 20th of December, 1862, entered into between them and the Raritan and Delaware Bay Railroad Company, by which the Railroad Company agree to transport over the roads, for the space of ten years, at stipulated rates, all the merchandise and freight of every description, delivered to them by the Transportation Company, and that the entire business of transporting freight over the roads between Camden and Port Monmouth should be enjoyed and transacted for the benefit of the Transportation Company, excepting the way freight, the traffic in coal, and the business received from the Pennsylvania Railroad Company, the control of which the Railroad Company reserve to themselves. The Transportation Company is constituted the exclusive agent of the Railroad Company, with power at their expense to contract for the transportation of freight, over the line from Camden to Port

Monmouth; and the Transportation Company agree to exert their utmost influence to procure freight for the line, and to furnish for transportation, over said line of railway exclusively, all the freight of whatsoever kind or description which they may or can receive, control, or influence for transportation into, through, across or beyond the State of New Jersey.

By an agreement entered into on the 25th day of October, 1861, between the Camden and Atlantic Company and the Raritan and Delaware Bay Company, it was, among other 10 things, stipulated that the Camden and Atlantic Company should construct without delay the Batsto branch of their railroad. That the Raritan and Delaware Bay Company should furnish the means, control the construction, designate the point of termination on their road, and determine the cost of the work; that the Camden and Atlantic Company should transport, or allow the Raritan and Delaware Bay Company to transport, in connection with their road, all locomotives, cars, passengers and freight that may be delivered to them by the Raritan and Delaware Bay Company, 20 over their road and branches, between the points of intersection and the termini of their road, and should procure staunch and commodious ferry boats to be used at the termini of their road and branches on the Delaware, and convey promptly to and from Philadelphia and the termini of their road at Camden and elsewhere on the Delaware, all such freight, passengers and cars as the Raritan and Delaware Bay Company should require: that the number of trains, the time of running, the rate of speed, the charges for freight and the rates of fare, should be regulated by the Raritan and Delaware Bay Company; that if the Camden 30 and Atlantic Company failed to perform any part of their agreement, the Raritan and Delaware Bay Company were authorized to perform it at the cost of the defaulting party.

It was further mutually agreed between the contracting parties, that if legal proceedings were instituted calling in question the right of either or both parties to carry out the contract in whole or part, each party will use every effort promptly and in good faith to defend itself and each other, will employ the best counsel, and use the utmost diligence 40



to defend itself or themselves against all claims, suits or interference; that all suits in law or equity shall be carried to the court of last resort; and that all expenses of litigation shall be borne by the parties in a designated proportion.

10 That the Camden and Atlantic Company would form no connection with any other corporation or individuals, for the conveyance of passengers or merchandise by railroad to or from Raritan Bay; nor make any connection with any other intersecting railroad between the junction of the two railroads and the termini of the Camden and Atlantic Company on the Delaware, north of the Atlantic road; and that the Raritan and Delaware Bay Company will make no connections with any road or roads that either directly or by connection run to the Delaware River, north of Camden; and that the agreement should extend and be binding on the parties for thirty years from the completion of the Raritan and Delaware Bay Railroad and the branches of the Camden and Atlantic Railroad.

20 By the supplemental agreement of the 16th of February, 1862, the Camden and Atlantic Company agreed that, if the agreement of the 25th of October, 1861, shall not be carried out in good faith, the Raritan and Delaware Bay Company shall have a right to take possession of and manage the Camden and Atlantic road so as effectually to carry out the purpose of that agreement, and they and such persons as they might substitute were constituted the attorneys, irrevocable, of the Camden and Atlantic Company for that purpose, and empower the attorney or their substitute to consent  
30 to a decree for the specific performance of the agreement, giving to the Raritan and Delaware Bay Company the management and operation of such portions of the Camden and Atlantic road, and of the FERRIES in connection therewith, as might be required for that purpose.

By the agreement of the 20th of December, 1862, between the Raritan and Delaware Bay Company and the Philadelphia and Eastern Transportation Company, it was stipulated that these agreements between the Railroad Companies should be held by designated agents, for the benefit of the

Transportation Company, by whose agency the through business over the line is carried on.

The real character and design of these contracts cannot be mistaken, so far as the rights of the complainants are concerned their character cannot be altered by the fact that in terms the transportation is limited to the line of the road. Taken in connection with the other evidence in the cause, they are obviously designed to promote the formation of a through route for the transportation of merchandize between the cities of New York and Philadelphia. Neither Company 10 has a right to permit its road to be used for such purpose. They cannot affect by combination what neither can do lawfully. Nor can they affect by the agency of others what they may not do themselves. The Companies control not only the railroad line across the State, but the boats at either terminus upon the Raritan Bay and the Delaware. The Camden and Atlantic Company are under stipulation to furnish boats upon the Delaware. The boats upon the Raritan Bay are owned in whole or in part by officers of the Company, and are used in connection with the regular daily lines upon 20 the road. The evidence shows that arrangements have been entered into with direct reference to the formation of a continuous line of transportation between the cities of New York and Philadelphia, and that the transportation of freight and passengers from city to city is carried on over the defendants' roads by their cooperation with their knowledge, and under and by virtue of agreements entered into between themselves and with others. The fact is clearly established, that the railroads of the defendants, are used for the transportation of passengers and merchandize between the cities 30 of New York and Philadelphia, and are competing in that business with the roads of the complainants in direct violation of the engagement made by the State, and of rights and privileges of the complainants.

The only remaining enquiry is to what relief are the complainants entitled.

An injunction is the proper remedy to secure to a party the enjoyment of a statute privilege of which he is in the actual possession, and when his legal title is not put in doubt.

*Livingston v. Van Ingen*, 9 John R., 506. *Croton Turnpike Co. v. Ryder*, 1 John Ch. R., 615.

And if corporations go beyond the powers which the Legislature has given them, and in a mistaken exercise of those powers interfere with the rights or property of others, equity is bound to interfere by injunction if the exigency of the case require it. *Agar v. Regents Canal Co.*, *Coopers R.* 77. *River Dam Nav. Co. v. North Midl. and Railway Co.*, 1 *Railway Cas.*, 154. *Bonaparte v. Camden & Amboy R. R.* 10 *Co.*, *Baldwins Rep.*, 231. *Scudder v. The Trenton Delaware Falls Co.*, *Saxton*, 694.

The complainants' rights are clear and unquestioned. They have been in the actual enjoyment of their franchise for more than thirty years. The defendants by using or permitting their roads to be used for the establishment of a through route for the transportation of freight and passengers between the cities of New York and Philadelphia have exceeded the powers conferred upon them and interfered with the rights and the property of the complainants. There is nothing in the 20 charters of the defendant corporations or of either of them which expressly or by implication, confers the power of establishing such route or the franchise of taking tolls thereon. The Legislature cannot be presumed to have intended or contemplated any grant inconsistent with the manifest design of the charters of the defendants, whether the complainants rights have been invaded by a mistake or a fraudulent exercise of power, is immaterial. In either event they are entitled to have their rights protected and the wrong suppressed. The complainants are entitled to an injunction restraining 30 the defendants from using or permitting to be used their roads, or either of them, for the purpose complained of pursuant to the prayer of the supplemental bill.

The original bill in this cause was filed before the connection between the defendants' roads had been formed, and sought to enjoin the completion of the work. The connection having been formed and the roads used for an unauthorized purpose, in violation of the complainants' rights, it is now insisted that the roads as constructed and used are an existing nuisance, which should be ordered to be abated,



and that the defendants should pay to the complainants the damages sustained by their unlawful acts in the premises.

The powers of a court of equity in regard to nuisances are corrective as well as preventive. It may order them to be abated as well as restrain them from being erected. *State of Penna. v. Wheeling Bridge Co.*, 13 How. 519. *Van Bergen v. Van Bergen*, 2 John. Chan. R., 272. *Hammond v. Fuller*, 1 Paige 197. *Earl v. DeHart*, 1 Beasley, 280. *Washburn on Easements*, 578.

In *Earl v. DeHart*, Chancellor Williamson said "there is 10 no reason why the Court should not exercise a power to abate as well as prevent the erection of nuisances in clear cases." The nuisance in that case was ordered to be abated, and the decree of the Chancellor was affirmed by the unanimous opinion of the Court of Appeals. In the case of the *State of Pennsylvania v. the Wheeling Bridge Co.*, 13 Howard, 519, before the Supreme Court of the United States, the bill was filed to enjoin the erection of a nuisance. The bridge was completed after the bill was filed. The Court said the defendants having had notice of an application for an in- 20 junction before the defendants had thrown any obstructions over the river, they cannot claim that their position is strengthened by the completion of the bridge. The bridge was ordered to be abated as a nuisance to the rights of the complainant.

Relief in this form is not asked for, either in the original or supplemental bill. As a general rule, such relief will not be granted unless made the subject of a special prayer. *Story's Eq. P. C.*, 43.

But this objection may perhaps be regarded as too formal 30 to interfere with substantial equity.

The bill seeks to restrain the defendants from making any connection between their roads so as to form a continuous line by railroad from the Delaware to the Raritan, which might be used for the purpose of defeating the true intent of the contract made by the State with the complainants, and also to restrain the Raritan and Delaware Bay Company from further constructing their road on the line to Atsion, or on any line deviating materially to the west of a direct route

from Squankum to May's Landing. The application is based upon two distinct grounds, viz:

1st. Because the divergence of the Raritan and Delaware Bay road to Atsion from the line of the direct route to Cape May by way of May's Landing, was an unauthorized and fraudulent deviation from the route prescribed by the charter. And, 2d. Because the roads as united were intended to be used in violation of the complainant's rights for the transportation of passengers and merchandise between the

10 cities of New York and Philadelphia.

In order to justify the issuing of an injunction to restrain the erection of a nuisance, or to abate it after it is erected, it must appear not only that the complainants' rights are clear, but that the thing sought to be enjoined is prejudicial to those rights. The fact of the nuisance must be clearly established. *Mohawk Bridge Co. v. Utica Schenec. R. R. Co.*, 6 Paige, 554. So far as the complainants are concerned the erection complained of is no nuisance, however unlawful, unless it occasion injury to them. The ground of relief is

20 thus stated by Mr. Justice Baldwin: "If the complainants' rights of property are about to be destroyed without authority of law, or if lawless danger impends over them, by persons acting under color of law, when the law gives them no power, or when it is abused, misapplied, exceeded, or not strictly pursued, and the act impending would subject the party committing it to damages in a court of law for a trespass, a court of equity will enjoin its commission. So of any act of peculiar trespass, occasioning greivous mischief or lasting injury, destructive of property, a right or franchise."

30 *Bonaparte v. Camden and Amboy R. R. Co.*, Baldwin's R., 231.

The construction of a railroad over the land of a complainant, without lawful authority, will be enjoined as a nuisance. It is a permanent appropriation of the land of the complainant, and an irreparable injury to his freehold. So if a bridge be erected without lawful authority across a navigable river, to the prejudice of the rights of navigation, the structure itself is a nuisance, and will be abated at the instance of a party injured. But the defend-

40 ants' roads are not erected upon the lands of the complain-

ants, they do not obstruct their right of way, they destroy no right or franchise of the complainants, which would subject the defendants to damages at law. How, then, do they constitute a nuisance, or entitle the complainants to a remedy by injunction. It is not the structure, but the use of the roads in violation of the complainants' franchise which creates the nuisance.

The road having been constructed, even if unauthorized, it cannot be abated as a nuisance, as it occasions no injury to the complainants. If there be any room for doubt 10 whether the location of the defendants' road to Atsion is authorized by the charter, an order to abate it would occasion certain loss and injury to the defendants, without any corresponding benefit to the complainants. An injunction to restrain the use of the roads, as prayed for in the complainants' bill, is, under the circumstances, the only appropriate remedy.

Relief in this form is sanctioned by the authority and precedent. *Boston and Lowell R. Co. v. Salem and Lowell R. Co.*, 2 Gray, 1. *Pontchartrain R. Co. v. New Orleans* 20 and *Carrolton R. Co.*, 11 Louisiana An. R. 253.

The closing of a road used as a highway for travel, by injunction, could only be justified by the clearest necessity.

It will be referred to a Master to take an account of all the through passengers and freight which have been carried over the road since the opening of the route; and also all damages which the complainants have sustained thereby. In taking the account, the Master will include all the soldiers, horses, baggage and munitions of war that have been transported, distinguishing this part of the account from ordinary 30 business.

No proof has been offered in support of the allegation of the answer that they were carried over the roads of the defendants, by order of the Secretary of War, or by orders of the general government. Should it appear before the Master that any such orders were made, he will report the evidence thereon, and the disposition of that part of the case will be reserved till the coming in of the report.



# NEW JERSEY COURT OF APPEALS IN THE LAST RESORT.

|                                                                                                             |             |                                                                   |
|-------------------------------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------|
| Between                                                                                                     |             |                                                                   |
| THE RARITAN AND DELAWARE BAY<br>RAILROAD COMPANY AND THE CAM-<br>DEN AND ATLANTIC RAILROAD COM-<br>PANY,    | Appellants. | On Original and<br>Supplemental Bills, &c.<br>Petition of Appeal. |
| AND                                                                                                         |             |                                                                   |
| THE DELAWARE AND RARITAN CANAL<br>AND THE CAMDEN AND AMBOY RAIL-<br>ROAD AND TRANSPORTATION COM-<br>PANIES, | Appellees.  |                                                                   |

*To the Honorable the Court of Appeals in the last resort in  
all causes of law :*

The humble petition of the Raritan and Delaware Bay Railroad Company and the Camden and Atlantic Railroad Company, the appellants in the above stated cause, respectfully shews, that your petitioners find themselves aggrieved by a decree made in the Court of Chancery by the Honorable Henry W. Green, Chancellor of New Jersey, bearing date the nineteenth day of May, in the year of our Lord,  
 10 one thousand eight hundred and sixty-five, wherein the said the Delaware and Raritan Canal and the Camden and Amboy Railroad and Transportation Companies are complainants, and the said the Raritan and Delaware Bay Railroad Company and the Camden and Atlantic Railroad Company and others, are defendants, in this respect, to wit: that the said decree adjudges that an injunction is allowed and be issued against the above named defendants, the Raritan and Delaware Bay Railroad Company and the Camden and Atlantic Railroad Company, and that an account be taken  
 20 against them. And your petitioners humbly appeal from that part of the said decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, and contrary to law and equity.

Your petitioners therefore pray that the said decree of the Chancellor may be in the particulars aforesaid, reversed, set aside and for nothing holden, and that your petitioners may have such relief in the premises, as to this Honorable Court shall seem meet.

CHETWOOD & MAGIE,  
Solicitors of the Raritan & Delaware Bay Railroad Company,  
Appellants.

Dated May 29, 1865.

B. WILLIAMSON, 10  
Of Counsel with the Rar. & Del. Bay Railroad Company.

T. P. CARPENTER,  
Solicitor of the Camden & Atlantic Railroad Company.

A. BROWNING,  
Of Counsel with the Camden & Atlantic Railroad Company.

Endorsed :—" Filed May 29th, 1865.

W. S. JOHNSON."

# IN THE COURT OF ERRORS AND APPEALS OF THE STATE OF NEW JERSEY.

|                                |             |                        |
|--------------------------------|-------------|------------------------|
| Between                        |             |                        |
| THE RARITAN AND DELAWARE BAY   | }           |                        |
| RAILROAD COMPANY AND THE CAM-  |             |                        |
| DEN AND ATLANTIC RAILROAD COM- |             | On Original and        |
| PANY,                          |             | Supplemental Bill, &c. |
|                                | Appellants, |                        |
| AND                            |             | Answer to Petition of  |
| THE DELAWARE AND RARITAN CANAL | }           | Appeal.                |
| AND CAMDEN AND AMBOY RAILROAD  |             |                        |
| AND TRANSPORTATION COMPANIES,  |             |                        |
| Respondents,                   |             |                        |

The answer of the Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies to the petition of appeal of the said the Raritan and Delaware Bay Railroad Company and the Camden and Atlantic Railroad Company.

These respondents not confessing or acknowledging all or any of the matters or things to be true in the said petition of appeal contained and set forth for answer thereto, say that they believe it to be true that such decree as is complained  
10 of in certain particulars by the appellants, was made in the Court of Chancery by the Honorable Henry W. Green, Chancellor of the State of New Jersey, but as to the date, substance and contents thereof these respondents humbly crave leave to refer thereto, when the same shall be produced.

And these respondents are advised and believe that the said decree, in the respects complained of by the said appellants in their petition of appeal, to wit: that the said decree adjudges that an injunction is allowed and be issued against  
20 the above named appellants, and that an account be taken against them is agreeable to equity, and they therefore humbly pray that the same may in those respects be affirmed,



and that the said petition of appeal may be dismissed by this Honorable Court, with costs to be adjudged to these respondents.

JOSEPH P. BRADLEY,  
Solicitor and of Counsel for the Delaware and Raritan Canal  
and Camden and Amboy Railroad and Transportation  
Companies.

Endorsed :—" Filed July 29, 1865.

JOHNSON, Clerk."

IN THE COURT OF ERRORS AND APPEALS OF  
THE STATE OF NEW JERSEY.

|                                |                                         |
|--------------------------------|-----------------------------------------|
| Between                        |                                         |
| THE DELAWARE AND RARITAN CANAL |                                         |
| AND CAMDEN AND AMBOY RAILROAD  |                                         |
| AND TRANSPORTATION COMPANIES,  | On Original and Supplemental Bills, &c. |
| Appellants,                    |                                         |
| AND                            |                                         |
| THE RARITAN AND DELAWARE BAY   | Petition of Appeal.                     |
| RAILROAD COMPANY AND THE CAM-  |                                         |
| DEN AND ATLANTIC RAILROAD COM- |                                         |
| PANY, and others,              |                                         |
| Appellees.                     |                                         |

*To the Judges of the Court of Errors and Appeals of the  
State of New Jersey :*

The petition of the Delaware and Raritan Canal and Camden and Amboy Railroad and Transportation Companies, respectfully shews, that in a certain cause lately pending in the Court of Chancery of New Jersey, wherein your petitioners were complainants and the Raritan and Delaware Bay Railroad Company and the Camden and Atlantic Railroad Company, Francis B. Chetwood, Richard Jones, 10 William Torry, William A. Torry, John Torry, Jr., John Brodhead, Joseph W. Cooper, Thomas McKean, and Samuel Richards, were defendants, a certain decree was made by the Chancellor, bearing date the sixteenth day of May, in the year eighteen hundred and sixty-five, and filed in the office of the Clerk of the Court of Chancery, on the fifteenth day of July, in the same year, whereby they find themselves aggrieved in this respect, to wit: That the Court of Chancery hath omitted and refused to decree therein that the Branch Railroad from Atsion to or near Jackson, is an illegal structure, and should be discontinued and taken up ; and 20 that it be taken up accordingly, or to that effect. Also the Court of Chancery hath omitted and refused to decree that the Raritan and Delaware Bay Railroad, south of Ocean County, is an illegal structure, and should be taken up ; and that it be taken up accordingly, or to that effect. Also,

that the said decree in effect declares, that the Junction of the Camden and Atlantic Railroad with the Raritan and Delaware Bay Railroad, at their necessary and legitimate point of intersection, so as to form a continuous though circuitous line of Railway from Camden to Raritan Bay, and which, with the aid of steamboats upon the Delaware River and Raritan Bay, will form a continuous line, and which by possibility may be used for the transportation of passengers and merchandise across the State, between the cities of New York and Philadelphia, constituted no violation of the 10 complainants' rights. Also that the Court hath decreed that the complainants are not entitled to freedom from competition in their way business as well as their through business.

And your petitioners humbly appeal from the said decree of the Chancellor, upon the ground that the same in the particulars aforesaid is erroneous, and contrary to law and equity.

Your petitioners therefore pray, that the parts of the said decree of the Chancellor decreeing as aforesaid, may be reversed, set aside and for nothing holden, and that they may have the relief so omitted and refused by the Chancellor, and such other relief in the premises as to this honorable Court shall seem meet. 20

JOSEPH P. BRADLEY,

*Solicitor for and of Counsel with the Appellants.*

Endorsed.—“ Filed July 29, 1865.

“JOHNSON, Clerk.”



that the said boats in effect declare that the Junction of the Canoe and Atlantic Railroad with the Boston and Maine Railroad at their new line, and the point of intersection, so as to form a continuous through line of Railway from Canoe to Boston Bay, and which with the aid of steamboats upon the river and Boston Bay, will form a continuous line, and which by possibility may be used for the transportation of passengers and merchandise across the State, between the cities of New York and Philadelphia, constitutes no violation of the complainant's rights. Also that the said defendant has not neglected to furnish such facilities in their way business as well as their through business.

And your petitioners humbly appeal from the said decree of the Chancellor, upon the ground that the same in its particulars is void, is erroneous, and contrary to law, and

And your petitioners further pray that the said decree be reversed, and that the said defendant be ordered to pay the costs of this action, and that they may have the relief so desired and required by the petitioners, and such other relief in the premises as to this Honorable Court shall seem most proper.

JOSEPH F. FARMLEY, Petitioner.

JOHN F. FARMLEY, Respondent.

JOHN F. FARMLEY, Respondent.

JOHN F. FARMLEY, Respondent.

JOHN F. FARMLEY, Respondent.

JOHN F. FARMLEY, Respondent.

JOHN F. FARMLEY, Respondent.

JOHN F. FARMLEY, Respondent.

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