

IN CHANCERY.

To his Honor, Benjamin Williamson, Chancellor of the State of New-Jersey.

Humbly complaining, show unto your Honor, your orators, "The Morris and Essex Railroad Company," a corporation duly created and existing by law in the State of New-Jersey by the corporate name aforesaid, that on or about the twenty-ninth day of January, in the year eighteen hundred and thirty-five, the Legislature of the State of New-Jersey passed an act entitled "An Act to incorporate the Morris and Essex Railroad Company," and by the first section of said act it was enacted that James Cook, William N. Word, William Brittin, Jephthah B. Munn, Israel D. Conden, John J. Briant, Isaac Baldwin, and such other persons as might be thereafter associated with them, should be, and they were thereby ordained, constituted and declared to be a body corporate and politic, in fact and in name, by the name of the "Morris and Essex Railroad Company," and by that name they and their successors and assigns should and might have continual succession, and should be persons in law capable of suing and being sued, answering and being answered unto, defending and being defended in all courts and places whatsoever, and should have power to make and use a common seal; and the same at pleasure to alter, and they and their successors by the same name and style should be capable of purchasing, holding and conveying any lands, tenements, goods and chattels whatsoever, necessary and expedient to the objects of their incorporation; and by the second section of said act it was also enacted, that the capital stock of said company should be three hundred thousand dollars, with liberty to said company to increase the same to five hundred thousand dollars, and should be divided into shares of fifty dollars each, which should be deemed personal property, and should be transferable in such manner as the by-laws of said corporation should direct; and by the third section of said act it was enacted that the above named persons might open books to receive subscriptions to the capital stock of said corporation at such time or times, and place or places, as they, or a majority of them, might think proper; that at

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the time of subscribing for said stock five dollars on each share subscribed should be paid to said commissioners in gold or silver coin, or legal and current bank notes, and whenever there should be two thousand shares of the said stock subscribed, the said commissioners might give notice for a meeting of the stockholders to choose nine directors, and such election should be made at the time and place appointed by such of the stockholders as should attend for that purpose.

- 10 And your orators further show unto your Honor, that by the sixth section of said act it was enacted that the president and directors of said company should be and they were thereby authorized and invested with all the rights and powers necessary and expedient to survey, lay out and construct a railroad or lateral roads from one or more suitable place or places in the village of Morristown, to intersect one or more place or places in the railroad known by the name of the "New-Jersey Railroad and Transportation Company," at Newark or Elizabethtown, in
- 20 the county of Essex, or between those places, not exceeding sixty-six feet wide, with as many sets of tracks or rails as they might deem necessary; and it should 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, levelling or laying out the route or routes of such railroad or lateral 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
- 30 other property; and when the route or routes of such road or lateral roads should have 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 said company, by its officers, agents, engineers, superintendents, contractors, 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, and all other works necessary, to lay rails, and to
- 40 do all other things which should be necessary for the completion or repair of the said road or roads, subject to such compensation as was thereafter provided; provided always that the payment or tender of payment of all damages for the occupation of lands through which said railroad or railroads might be laid out, be made before the said company, or any person under their direction or employ, should enter upon or break ground in the premises, except for the purpose of surveying or laying out said road or roads, unless the consent of the owner or owners of such land be first had and obtained. And by the seventh section
- 50 of said act it was enacted, that if the owners of the land

on which said railroad should be made, should not be willing to give the same for that purpose, and the said company and the owners could not agree as to the price of the same, commissioners should be appointed in the manner directed by that section to assess the same, with a provision giving either party an appeal to the Court of Common Pleas of the county in which said lands lay, with a trial by jury if either party desired the same, and further providing that upon payment or tender of the sum so found by the commissioners or by the jury, with costs if any, the said corporation should be deemed to be seized and possessed in fee simple of all such land and real estate appraised as aforesaid. 10

And your orators further show, that in and by the fourteenth section of said act, it was enacted that the road or roads authorized by said act should be public highways; and by the nineteenth section of said act, it was enacted that the said act should be deemed and taken to be a public act, and should at all times be recognized as such in all courts and places whatsoever, as by the said act of the Legislature, reference being thereunto had, will among other things more fully and at large appear. 20

And your orators further show unto your Honor, that after the passage of the said act of the Legislature, the capital stock of said company, to the amount of two thousand shares, as in the said act prescribed, having been subscribed, the said company was in all respects duly organized in conformity with the provisions of the hereinbefore in part recited act, and became and was invested with all the franchises and rights granted by said act. 30

And your orators further show unto your Honor, that the Legislature of the State of New-Jersey, on the second day of March, in the year eighteen hundred and thirty-six, passed an act with the following preamble: "Whereas, by an Act of the Legislature of this State, passed January twenty-ninth, eighteen hundred and thirty-five, entitled 'An Act to incorporate the Morris and Essex Railroad Company,' it is provided in the sixth section that the President and Directors of said Company be authorized and invested with all the rights and powers necessary and expedient to survey, construct, and lay out a railroad or lateral roads from one or more suitable place or places in the village of Morristown, to intersect one or more suitable place or places in the railroad known by the name of the 'New-Jersey Railroad and Transportation Company,' at Newark or at Elizabethtown, in the county of Essex, or between those places, not exceeding sixty-six feet in width, with as many sets of tracks and rails as they may deem necessary. And whereas, the Morris and Essex Railroad Company have, by their memorials, expressed 50

doubts whether the power is given them to construct branch or lateral roads or tracks from places between Morristown and the New-Jersey Railroad, to intersect the Morris and Essex Railroad at a point between Morristown and Newark. Therefore," &c.

And your orators show that by the first section of said act it was enacted that full power and authority should be and was thereby given to the said "The Morris and Essex Railroad Company," to construct a lateral or branch rail-
 10 road as follows, viz., from Whippany, in Morris county, to intersect the main line of said railroad at a convenient point at or near Madison or Chatham, passing through or near the village of Hanover or Columbia, or both, or by such other routes as said company might deem expedient; and by the second section of said act it was enacted that it should be lawful for the said The Morris and Essex Railroad Company to construct a branch or lateral railroad or railroads from some suitable or convenient point or points of their main road, and leading thence to the iron
 20 works upon the Rockaway river, at or near Boonton or Powerville, and also to construct as above said branch or lateral railroad from Denville, Rockaway, and Dover, or from any of those places, so as to connect them with the Morris and Essex Railroad at some convenient point or points; and to enable said company to effect the objects hereinbefore expressed they were invested with all the rights, powers and privileges, given and granted by the aforesaid act, entitled "An Act to incorporate the Morris and Essex Railroad Company," and that the said company
 30 should be subject to all the restrictions, limitations, conditions, and provisions in the said act contained, in the same manner and to the same effect as if the said company had been originally authorized by said act to construct all or any of the before mentioned roads; and by the second section of said act it was enacted, that to enable the company aforesaid to construct the said several railroads before mentioned, or such of them as should seem to be of public utility and beneficial to the company, it should be lawful for the President and Directors thereof to enlarge their
 40 capital stock by adding to the sum first authorized the sum of two hundred and fifty thousand dollars, to be subscribed in such manner, and at such time or times, and at such place or places, as they might deem expedient and proper; separate subscriptions might be opened, separate stock might be created, and separate accounts might be opened and kept for each road, or the whole be blended in one general fund, as the company by their officers should direct.

And your orators further show unto your Honor, that
 50 the said company having been so as aforesaid organized,

and having gone into operation, to wit, on or about the fourteenth day of September, in the year eighteen hundred and thirty-five, the said company determined on the route of a railroad from Newark, in the county of Essex, to Morristown, in the county of Morris, and deposited a survey of such route in the office of the Secretary of State, and proceeded to construct their said railroad over said route between those places, and having expended a large sum of money, to wit, the sum of two hundred and fifty thousand dollars, or thereabouts, in the construction thereof, the said railroad was completed and went into operation, and has ever since that time been operated and carried on by said company, under the provisions of the hereinbefore in part recited act. 10

And your orators further show unto your Honor, that on or about the twenty-fifth day of February, in the year eighteen hundred and forty-six, and while the said company was carrying on its business, and operating said railroad as aforesaid, the Legislature of the State of New-Jersey passed an act, and by the first section thereof, enacted that the act passed March 2d, eighteen hundred and thirty-six, entitled "A supplement to the Morris and Essex Railroad Company," passed January 29th, eighteen hundred and thirty-five, should not be so construed as to limit the time for the construction of the branch or lateral roads in said supplement mentioned to the 4th day of July, in the year eighteen hundred and forty-five; and by the second section thereof, it was enacted that it should be lawful for the said company, when a branch or lateral road to Dover should be completed, to extend the same to Stanhope; and for the purpose of carrying into effect the objects of this act and the aforesaid supplement, the said company were invested with all the rights, powers and privileges given and granted by their original act of incorporation, and the several supplements thereto, and subjected to the several restrictions in said acts contained. 20 30

And your orators further show unto your Honor, that after the passage of the last in part recited act, and in the year eighteen hundred and forty-six, the said company determined on the route of a railroad from Morristown aforesaid, to Dover, in the county of Morris, and having first deposited a survey thereof in the office of the Secretary of State, and in all things complied with the provisions of their charter and its several supplements, built and constructed the said branch railroad to Dover, from Morristown, at a large cost and expenditure of money, to wit, the sum of two hundred and eighty thousand dollars, and since the completion of the construction thereof, have used and operated the said branch railroad in connection with their main road previously constructed, as one route 40 50

or line between Newark and Dover, for the transportation of freight and passengers; that the said branch railroad to Dover was constructed at a large additional outlay of money, over a mountainous and difficult region, so reducing the curves and grades thereof as to make it practicable ultimately to extend the same to the Delaware river, which the company at the time of its construction intended to do.

And your orators further show unto your Honor, that having determined that the time had arrived for carrying out their aforesaid intention of extending their road to the Delaware river, and requiring further powers to enable them so to do, in addition to those already conferred by law, the said company, on or about the 19th day of February, in the year eighteen and fifty-one, applied to the Legislature of this State for a grant of further powers for this purpose; and the said Legislature, for the purpose of enabling the said company to make the said extension of their said railroad to the Delaware river, passed an act on the day and year last aforesaid, supplementary to the charter of said company; and by the first section thereof, it was enacted that it should be lawful for the Morris and Essex Railroad Company, and the said company was thereby authorized and empowered, to extend their said railroad, from a point at or near Dover in the county of Morris, to any point on the Delaware river, at or near the town of Belvidere, or the Water Gap, or between those places, and in case the said railroad should not terminate at the town of Belvidere, then to lay out and construct a branch railroad from the main line to the town of Belvidere, with power to construct a bridge or bridges over said river, by and with the consent of the State of Pennsylvania, so as not to cause any obstruction or impediment to the free navigation of said river; and that it should be lawful for said company to lay out and locate the said railroad thereby authorized six rods in width, and also to increase their present road, or any part thereof, from time to time, to the same width, and to take and appropriate all lands necessary for such purpose upon making payment therefor, and damages to the owners thereof, as prescribed in the original charter of said company, and as thereafter mentioned and directed, and for the purpose of cuttings and embankments, and procuring stones and gravel, might take as much more land in the manner provided thereafter, as might be necessary for the proper construction and security of said road. And by the second section of said act, it was further enacted, that for the purpose of carrying into effect the objects of this said act, the said company should be, and they were thereby invested with all the rights, powers, authority and privileges given and granted by their original act of incor-

poration, and the several supplements thereto, and they were thereby also subjected to all the duties, restrictions, and liabilities contained in said act.

And by the eighth section of said act, it was enacted that for the purpose of enabling said company to construct and complete the said railroad, authorized by said last mentioned act, it should be lawful for them to increase their capital stock to the sum of two millions of dollars; the amount of increase should be subscribed for in such manner and at such time or times and places as the board of directors of said company might deem expedient and proper, and separate subscriptions might be opened and separate stock might be created, or the whole be blended in one general fund, as the company by their officers should direct. And by the twelfth section of said last mentioned act, it was enacted that it should be lawful for said company to purchase, hold and possess at each termination of their road, and at any intermediate point, any quantity of land not exceeding five acres, for the purposes of this act only.

And your orators further show unto your Honor, that after the passage of the said last mentioned act, and on or about the sixteenth day of December, in the year one thousand eight hundred and fifty-one, the said company resolved to increase their capital stock by raising an additional capital stock of five hundred thousand dollars to enable them to extend their railroad to Hackettstown, and the amount of four hundred thousand dollars and upwards was subscribed by bona fide subscribers to be paid in certain installments as the same should be required in the progress of the construction, and to purchase the iron for the rails thereof; and that the said additional capital stock has been duly paid as required by the company as aforesaid, and by means thereof the said company purchased the iron rails required for such extension to Hackettstown at a cost of eighty thousand dollars and upwards, or thereabouts.

And your orators further show, that some time in November of the year eighteen hundred and fifty-one, and on or about the eighteenth day of November in that year, the said company determined to extend their said railroad from Dover to Hackettstown with a view to its ultimate extension to the Delaware Water Gap; and the said company determined on the route of said extension from Dover to Hackettstown, and deposited a survey thereof in the office of the Secretary of State of this State on or about the twentieth day of February, in the year eighteen hundred and fifty-two.

And your orators further show unto your Honor, that they have ever since that time been prosecuting the work

of said extension to Hackettstown vigorously, and hoped to be able to complete and put the same in operation during the course of the present summer, and the said work is in such a state of forwardness as to justify their expectations, a very large portion of the route being graded and in readiness for the superstructure, and five miles of superstructure being already laid down.

10 And your orators further show unto your Honor, that before the passage of the last in part recited act of the Legislature, they became satisfied that the public convenience and the prosperity of their own existing railroad required the extension of their railroad to the Delaware river, and the Board of Directors being so satisfied, ordered an actual survey of the route of such extension to be made, and the same was commenced by a party of engineers on or about the month of February, in the year eighteen hundred and fifty, and the said survey has been prosecuted since that time with great labor and expense because of the extremely mountainous character of the country, and the said company determined upon the general route of said further extension from Hackettstown to the Delaware Water Gap, running through Van Ness's Gap, hereinafter mentioned, on or about the day of November, in the year eighteen hundred and fifty-one, and a particular survey thereof was made and adopted by the company, having been duly considered and approved by the Board of Directors, and deposited in the office of the
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30 Secretary of this State on the eighth day of March, in the year eighteen hundred and fifty-three, a true copy of which is hereto annexed, marked Exhibit A, and hereby made a part of this Bill of Complaint.

And your orators further show unto your Honor, that the said survey was made in good faith, with the settled determination of actually constructing the same as soon as the right of way could be obtained; that the said last mentioned survey was not made by running a theoretical line partly from observations with instruments and partly
40 by the eye of the engineer without the aid of proper instruments, but was made by actual measurements and observations with proper instruments over the whole route from beginning to end, and was not made with any speculative purpose or with a view of deterring any other company from occupying the same ground or any part thereof, and thus reserving to themselves the power at any future time of constructing the same if they should think it expedient so to do, but with the bona fide intention immediately to construct the said extension to the Delaware Water
50 Gap, there to connect with other railroads to be constructed in the State of Pennsylvania.

And your orators further show unto your Honor, that

having so as aforesaid determined to construct the said extension of their said railroad from Hackettstown in the county of Warren, to the Delaware Water Gap, and having so as aforesaid determined on the route thereof, and having deposited in the Secretary of State's office the said survey as aforesaid, your orators commenced at once, and on or about the twelfth day of March, in the year eighteen hundred and fifty-three, to negotiate with the owners of the lands over which the said route so as aforesaid passed, for the purchase of the lands required for the said extension of the said road from Hackettstown to the Delaware Water Gap, and have since that time in good faith expended in the purchase from the owners of the lands necessary to be taken for the said route the sum of twelve thousand dollars or thereabouts. 10

And your orators further show, that after having determined to construct the said extension of their railroad to the Delaware Water Gap, and determined on the route and deposited the survey thereof in the Secretary of State's office as aforesaid, your orators, with the views, purposes, and determination hereinbefore set forth, and on or about the fifteenth day of March, in the year last aforesaid, agreed with one George Vass, who was then the owner in fee simple of the tract of land hereinafter next described, which was and is a part of the lands on which the said last mentioned extension of their railroad is to be made, and over which the said route so surveyed and the survey thereof so deposited runs, which survey includes and describes the same, and which is necessary to be taken for the construction of said extension, as to the price of the same; and paid to the said George Vass, in full satisfaction of the said price, and all damages for taking the same for that purpose, the sum of one thousand dollars. And the said George Vass, on the day and year last aforesaid, by deed duly executed by him bearing date on the day and year last aforesaid, in consideration of the said sum of money, conveyed to your orators for the purpose aforesaid the said tract of land, which is described as follows: Situate, lying and being in the township of Oxford, in the county of Warren, and state of New-Jersey, adjoining lands of Usal O. Swayze and Isaac Demberger, containing seven acres and thirty-six hundredths of an acre of land more or less, and lying on each side of the extension of the Morris and Essex Railroad from Hackettstown to the Water Gap, as at present located and staked out, being six rods in width, that is to say, three rods wide on each side of said centre line, and which centre line as it crosses the lands of said George Vass begins at a stake in the line of his lands and those of Isaac Demberger, and near the middle of the road, distant thirteen chains and fifteen links 50

on a course north seventy-two degrees and thirty minutes east from their stone heap corner in an angle of the road south of said Vass's house, and runs (1) north thirty degrees and five minutes, west twenty-one chains and twenty-six links; thence (2) north twenty-nine degrees and thirty-five minutes, west one chain; thence (3) north twenty-eight degrees and thirty-five minutes, west one chain; thence (4) north twenty-seven degrees and thirty-five minutes, west one chain; thence (5) north twenty-six degrees and thirty-five minutes, west one chain; thence (6) north twenty-six degrees and five minutes, west twenty-three chains and seventy-seven links, to a stake in the line of lands of said Vass and those of Usal O. Swayze, distant four chains and twenty-one links on a course south forty-seven degrees west from the centre of Vass's brook where it crosses the line, to be held by them in fee simple, as by the said deed now in possession of your orators, ready to be produced and proven, will more fully appear.

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20 And your orators insist that by the payment of the said money and by the execution and delivery of said deed, and making and depositing of the said last mentioned survey in manner aforesaid, your orators acquired title to said lands in fee simple and the right and authority to hold the same, and to construct the said extension of their said railroad to the Water Gap on and over the same, without molestation, hindrance or obstruction, of or from any person or persons whatsoever.

30 And your orators further show, that after having determined to construct the said extension of their said railroad to the Delaware Water Gap, and determined on the route and deposited the survey thereof in the office of the Secretary of State as aforesaid, your orators, with the views and purposes and determinations hereinbefore set forth, and on or about the second day of April, in the year eighteen hundred and fifty-three, agreed with one Samuel L. Taylor, who was then the owner in fee simple of the tract of land hereinafter next described, which was and is a part of the land on which the said last mentioned extension of their railroad is to be made, and over which the said route so
40 surveyed and the survey thereof so deposited runs, which survey includes and describes the same, and which is necessary to be taken for the construction of the said extension, as to the price of the same; and paid to the said Samuel L. Taylor, in full satisfaction of said price and all damages to arise for taking the same for that purpose, the sum of six hundred dollars. And the said Samuel L. Taylor and wife on the day and year last aforesaid, by deed duly executed by them, bearing date on the day and year last aforesaid, in consideration of the said sum of money, conveyed to your orators for the purposes aforesaid the said
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tract of land, which is described as follows: Containing eight acres and sixty-four hundredths of an acre of land more or less, and lying on each side of the line of the extension of the Morris and Essex Railroad from Hackettstown to the Water Gap aforesaid, as now located and staked out, being sixteen rods in width, that is to say, being seven rods wide on the right and nine rods on the left of said line of extension, measuring at right angles to the same, where the same first enters the lands of said Taylor, and adjoining land of Usal O. Swayze, and so continuing for one chain and ninety-three links; then becoming fourteen rods in width, that is to say, six rods in width on the right and eight rods on the left of said line of extension, and so continues for seven chains; then becoming eight rods in width, that is to say, two rods wide on the right and six rods wide on the left of said extension line, and so continues for seven chains; then becoming six rods in width, that is to say, three rods wide on each side of said extension line, and so continues for five chains; then becoming eight rods in width, that is to say, three rods on the right and five rods on the left of said line of extension, and so continues for nine chains; then becoming seven rods in width, that is to say, one rod on the right and six rods on the left of said line of extension, and so continues for eight chains and fifty-one links; and the remaining distance of said line across said Taylor's lands, and which line of extension as now located and staked out across his lands begins in a line of his lands and those of Usal O. Swayze, distant one chain and fifty-seven links on a course south twenty-four degrees and fifteen minutes west from a large black oak tree four feet west of their line in said Taylor's lands marked with the letter I, and runs thence (1) north eight degrees and thirty-five minutes, west ninety-three links; thence (2) north six degrees and thirty-five minutes, west one chain; thence (3) north four degrees and thirty-five minutes, west one chain; thence (4) north two degrees and thirty-five minutes, west one chain, thence (5) north thirty-five minutes, west one chain; thence (6) north one degree and twenty-five minutes, east one chain; thence (7) north three degrees and twenty-five minutes, east one chain; thence (8) north five degrees and twenty-five minutes, east one chain; thence (9) north seven degrees and twenty-five minutes, east one chain; thence (10) north nine degrees and twenty-five minutes, east one chain; thence (11) north eleven degrees and twenty-five minutes, east one chain; thence (12) north thirteen degrees and twenty-five minutes, east one chain; thence (13) north fifteen degrees and twenty-five minutes, east one chain; thence (14) north seventeen degrees and twenty-five minutes, east one chain;

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thence (15) north nineteen degrees and twenty-five minutes, east one chain; thence (16) north twenty-one degrees and twenty-five minutes, east one chain; thence (17) north twenty-three degrees and twenty-five minutes, east one chain; thence (18) north twenty-four degrees and fifty-five minutes, east one chain; thence (19) north twenty-five degrees and twenty-five minutes, east two chains; thence (20) north twenty-four degrees and forty minutes, east one chain; thence (21) north twenty-two degrees and fifty-five minutes, east one chain; thence (22) north twenty degrees and fifty-five minutes, east one chain; thence (23) north eighteen degrees and fifty-five minutes, east one chain; thence (24) north sixteen degrees and fifty-five minutes, east one chain; thence (25) north fourteen degrees and fifty-five minutes, east one chain; thence (26) north twelve degrees and fifty-five minutes, east one chain; thence (27) north eight degrees and fifty-five minutes, east one chain; thence (28) north six degrees and fifty-five minutes, east one chain; thence (29) north five degrees and twenty-five minutes, east one chain; thence (30) north four degrees and fifty-five minutes, east eight chains and fifty-one links to a stake in the line of lands of said Samuel L. Taylor and those of Usal O. Swayze, distant three chains and thirty links on a course south forty-two degrees east from their stone corner on the north-west side of the road from Belvidere to Ramseysburgh, to be held by them in fee simple, as by the said deed, now in the possession of your orators ready to be produced and proven, will more fully appear.

30 And your orators insist that, by the payment of the said money, and the execution and delivery of the said deed, and making and depositing the said last mentioned survey in manner aforesaid, your orators acquired title to said lands in fee simple, and the right and authority to hold the same, and to construct the said extension of their said road to the Water Gap on and over the same, without molestation, hindrance and obstruction of or from any person or persons whatsoever.

40 And your orators further show that, after having determined to construct the said extension of their railroad to the Delaware Water Gap, and determined on the route, and deposited the survey thereof in the Secretary of State's office in manner aforesaid, your orators, with the views, purposes and determination hereinbefore set forth, and on or about the seventeenth day of March, in the year eighteen hundred and fifty-three, agreed with one Daniel Lanning, who was then the owner in fee simple of the tract of land hereinafter next described, which was and is a part of the land on which the last mentioned extension
50 of their said railroad is to be made, and over which the

said route so surveyed and the survey thereof so deposited as aforesaid runs, which survey includes and describes the same, and which is necessary to be taken for the construction of the said extension, as to the price thereof, and paid to the said Daniel Lanning, jr., in full satisfaction of the said price, and all damages to be sustained for taking the same for that purpose, the sum of one hundred and forty dollars; and the said Daniel Lanning, jr., on the day and year last aforesaid, in consideration of the said sum of money, conveyed to your orators for the purposes aforesaid the said tract of land, which is described as follows: Situate, lying, and being in the township of Oxford, in the county of Warren, and State of New-Jersey, adjoining lands of John Pierson and Charles Scranton, and containing two acres of land, be the same more or less, and lying on each side of the centre line of the extension of the Morris and Essex Railroad from Hackettstown to the Water Gap, as at present located and staked out, being eight rods in width where said centre line enters the lands of Daniel Lanning, jr., that is to say, four rods in width on each side of said centre line; thence decreasing equally and gradually on each side in width till it becomes six rods wide, that is to say, three rods in width on each side of said centre line, where it leaves the lands of said Daniel Lanning, jr., and which centre line as it crosses the lands of said Lanning begins at a stake in his line, distant four chains and six links on a course north seventy-eight degrees east from his corner in the middle of the road from Oxford furnace to Port Colden, and runs (1) north thirty-two degrees and thirty minutes, west seventy-nine links; thence (2) north thirty-four degrees and thirty minutes, west one chain; thence (3) north thirty-six degrees and thirty minutes, west one chain; thence (4) north thirty-eight degrees and thirty minutes, west one chain; thence (5) north forty degrees and thirty minutes, west one chain; thence (6) north forty-two degrees and thirty minutes, west one chain; thence (7) north forty-four degrees and thirty minutes, west one chain; thence (8) north forty-six degrees and thirty minutes, west one chain; thence (9) north forty-eight degrees and thirty minutes, west one chain; thence (10) north fifty degrees and thirty minutes, west one chain; thence (11) north fifty-two degrees and thirty minutes, west one chain; thence (12) north fifty-four degrees and thirty minutes, west sixty links, to a stake in the line of lands of said Lanning and those of Charles Scranton, distant four chains and fifteen links on a course north fifty-five degrees east from their stone corner in the middle of the road from Oxford furnace to Port Colden, to be held by them in fee simple, as by the said deed now

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in the possession of your orators, ready to be produced and proven, will more fully appear.

- And your orators insist that, by payment of the said money last mentioned to said Daniel Lanning, jr., and the execution and delivery of said deed, and the making and depositing of the said last mentioned survey in manner aforesaid, your orators acquired title to said lands in fee simple, and the right and authority to hold the same, and to construct the said extension of their said railroad to the
- 10 Water Gap aforesaid on and over the same, without molestation, hindrance or obstruction, of or from any person or persons whatsoever.

- And your orators further show unto your Honor, that they claim title to the said several tracts of land so as aforesaid conveyed to them by the said Samuel L. Taylor, George Vass, and Daniel Lanning, jr., and the right of undisturbed possession and use thereof, for the purpose of constructing their said extension of their said railroad from Hackettstown to the Delaware Water Gap, by virtue
- 20 of a grant from the State of New-Jersey, by reason of their having fully complied with all the requirements of their charter and the several supplements thereto hereinbefore in part recited, and had hoped to have the undisturbed possession thereof for the uses and purposes hereinbefore stated, and to have been permitted, without molestation or hindrance, to construct and use the said extension of their railroad to the Water Gap aforesaid, as in equity and good conscience they should have been permitted to do.

- But now so it is, may it please your Honor, that one
- 30 John I. Blair, and certain other persons combining and confederating with him, whose names, or the names of such as are known to your orators, together with other persons whose names are unknown to your orators, but which when discovered he prays may be inserted in this his bill of complaint with apt and proper words to make them parties hereto, how to injure and aggrieve your orators in the premises and to disturb your orators in the exercise and enjoyment of the privileges and franchises so
- 40 as aforesaid granted to them by the state of New-Jersey, and to prevent your orators from constructing the aforesaid extension of their railroad from Hackettstown in the county of Warren, to the Water Gap aforesaid, over and upon the route so as aforesaid determined on by them over the said lands hereinbefore described, and utterly to frustrate, destroy, and render useless and ineffectual the said grants and franchises so as aforesaid made to them by the state of New-Jersey, or to appropriate to their own use the said land, or a part thereof, necessary and indispensable to enable your said orators to construct their said extension and
- 50 to avail themselves of the said grant from the state of

New-Jersey—have taken possession of and claim the right to hold and possess a part of each of the said several tracts of land so as aforesaid conveyed to them by the said Samuel L. Taylor, George Vass, and Daniel Lanning, Jr., and to construct a railroad to be used with locomotive engines and cars over and upon said tracts, in such manner as to prevent your orators from constructing and using their said extension of their said railroad from Hackettstown in the county of Warren to the Delaware Water Gap, and to retain possession of the same notwithstanding the proceedings hereinbefore set forth as had and done by your orators under the authority of their charter and its several supplements, and deny your orators' right to the said lands as a part of the route of their aforesaid extension to the Delaware Water Gap, and insist that notwithstanding the aforesaid provisions of their charter and its supplements, and notwithstanding your orators have in all things complied with the requirements of their said charter and its supplements as aforesaid, and have purchased the said lands as aforesaid of said Taylor, Vass, and Daniel Lanning, jr., yet that your orators have neither title or right of possession in the said lands, nor the right to construct the said extension of their railroad last mentioned; and said John I. Blair and his confederates, by entering on each of the said several tracts of land so as aforesaid purchased of said Taylor and Vass, and making thereon excavations and embankments for the pretended purpose of constructing a railroad thereon, totally to prevent your orators from constructing their aforesaid last mentioned extension of their railroad to the Delaware Water Gap, and cast doubts, clouds and suspicion over your orators' title to the said lands. And the said John I. Blair openly threatens and declares it to be his intention to enter on each of the several tracts of land immediately, with his workmen and laborers, and to excavate and embank the same at his pleasure.

And for so doing, the said John I. Blair and his confederates make divers plausible but untrue and inequitable allegations and pretences, and among other things gives out and pretends that he and his confederates are lawfully acting under and by virtue of a certain act of the Legislature of the state of New-Jersey, passed and approved on the twelfth day of February, in the year eighteen hundred and fifty-one, entitled "An Act to incorporate the Warren Railroad Company," by which it was directed that Robert S. Kennedy, Charles Scranton, Adam Wandling, William P. Clark, George W. Taylor, John O. Stearns, and George Titman, and such other persons as might be thereafter associated with them, should be, and were thereby ordained, constituted and declared to be a body politic and corporate

- in fact and in name, by the name of the Warren Railroad Company, and should be capable of purchasing, holding and conveying any lands and tenements, goods and chattels whatsoever, necessary and expedient for the objects of their incorporation; that the amount of capital stock of said corporation should be four hundred thousand dollars, with liberty to increase the same to eight hundred thousand dollars, and should be divided into shares of fifty dollars each, which should be deemed personal property, and transferable in such manner as the corporation by their
- 10 by-laws should direct; that the above named persons might open books to receive subscription to the capital stock of said corporation, at such time or times, and place or places, as they or a majority of them might think proper, and as soon as the same should be subscribed, to give notice for a meeting of the stockholders to choose nine directors, a majority of whom should be residents of this State; and such election should be made at the time and place appointed by such of the stockholders as should attend for
- 20 that purpose, either in person or by lawful proxy, each share of the capital stock entitling the holder thereof to one vote; and that the above named persons, or a majority of them, should be inspectors of the first election of directors of the said corporation, and should certify under their hands the names of those persons duly elected, and deliver over the subscription book to the said directors, and the time and place of holding the first meeting of directors should be fixed by the said persons named in the first section of the said act, or a majority of them.
- 30 By the sixth section of said act it was enacted that the president and directors of said company should be and they were invested with all the rights, powers and privileges necessary and expedient to survey, construct, and lay out a railroad from some suitable place on the Delaware river, not more than five miles from the Delaware Water Gap, by the most feasible route to intersect the road of the Central Railroad Company of New-Jersey at or near New-Hampton situated in the county of Hunterdon, with a branch to Belvidere in the county of Warren, not
- 40 exceeding one hundred feet in width except in such places where from the depth of the excavation or the height of the embankment it should be necessary to take more land for the slope and side banks of the 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 they might deem necessary; and that it should and might be lawful for the said president and directors, their agents, engineers, superintendents, or others in their
- 50 employ, to enter at all times upon all lands and water, for the purpose of exploring, surveying, levelling, or laying out

the route of such railroad or lateral and branch 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 of such road or lateral and branch roads should have been determined upon, and a survey of such route deposited in the Secretary of State's office, 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, have, hold, use, occupy and excavate any such lands, and to erect embankments, bridges, ferries, and all other works necessary, to lay rails, and to do all other things which should be suitable or necessary for the completion or repair of the said road or roads, subject to such compensation as was thereafter provided; provided always, that payment or tender of payment of all damages for the occupying of lands through which the said railroad or railroads might be laid out, be made before the said company or any person under their direction or employ should enter upon or break ground in the premises, except for the purpose of surveying or laying out said road or roads, unless the consent of the owner or owners of such lands should be first had and obtained; and by the seventh section of said act, it was enacted that when the said company or its agents could not agree with the owners of such required land for the use or purchase thereof, or when by reason of the legal incapacity or absence of such owner or owners no such agreement could be made, that then the lands and materials so required by the said company, and the damages sustained by the taking thereof, should be appraised and payment made for the same in the manner prescribed by the said section.

And they also give out and pretend that before the pretended execution and delivery of the said supposed licenses by the said Samuel L. Taylor, George Vass, and Daniel Lanning, jr., as hereinafter mentioned, that the said corporation in the said last-mentioned act provided to be organized, was on the fourth day of March last organized in conformity with the provisions thereof, and that after the said pretended organization thereof, the route of a railroad from a point not more than five miles above the Delaware Water Gap to intersect the road of the Central Railroad Company at New Hampton in the county of Hunterdon was determined upon, and a survey of such route duly made, and deposited in the office of the Secretary of State on the eighth day of March last, and before the depositing therein of the survey so as aforesaid deposited in that office by your orators as aforesaid; and that the said route and the survey thereof passes over and includes in its limits the lands or part of each of them so as aforesaid conveyed

to your orators by Samuel L. Taylor, George Vass, and Daniel Lanning, jr.

And the said John I. Blair and his confederates also pretended, that due notice was given prior to the said fourth day of March last, by the said persons named as commissioners in the said last mentioned act, of the time and place at which books to receive subscriptions to the capital stock of said corporation would be opened at Bridgeville, in the county of Warren, on the fourth day of
 10 March last, and that said books were on that day and at that place opened by the said commissioners, and that the capital stock mentioned in said act was then and there subscribed, and that said commissioners gave due and legal notice after the said stock was subscribed for a meeting of the said stockholders, to choose nine directors of the said corporation, and that such stockholders were notified to meet at Bridgeville aforesaid, on the fourth day of March last, for that purpose; that the said John I. Blair, James Blair, William P. Clark, James Hiles, George
 20 Vass, George Titman, Charles Scranton, George W. Taylor and Adam Wandling, subscribed to the stock of said corporation, and were at the time and place duly elected directors of the said corporation, and that the said persons claiming to be directors at that time and place organized and elected the said John I. Blair President, and one Jehiel G. Shipman Secretary, of the said corporation; and they also pretend that after the organization so as aforesaid pretended to be made, that one Edwin McNeil, Esq., was by the board of directors so as aforesaid elected chosen
 30 chief engineer of the said company, that a location of the route of the said proposed railroad mentioned in said last mentioned act was on the said fourth day of March determined on by said board of directors so elected, and that on the same day, the said John I. Blair was directed to have the same mapped and filed, in conformity with the said charter, so that the said company might be in a position so as to put the line, or such parts of it under contract, as soon as it might be deemed for the interest of said company; and they also pretend that a resolution was
 40 adopted by the said Board of Directors of said company, at a meeting thereof held by them on the fourth day of March last, of which the following is a copy:

Resolved, That the President have the survey mapped and filed, in conformity with the location now made, and in conformity with the charter, so that the company may be in a position to put the line, or such parts under contract, as soon as it may be deemed for the interests of the company."

And they also pretend, that a paper purporting to be a
 50 survey of the said Warren Railroad, was deposited in the

Secretary of State's office, on the said eighth day of March last, prior to the depositing of your orators' said survey, of which the following is a copy :

OFFICE OF THE WARREN RAILROAD COMPANY, }
 Belvidere, New-Jersey, March 4, 1853. }
 EDWIN McNEIL, Esq., Chief Engineer Warren Railroad
 Comp'y :

SIR :—I inclose you a resolution, passed by the board of directors of the Warren R. R. Co. this day. 10

Copy from the Minutes.

Resolved, That the President have the survey mapped and filed, in conformity with the location now made, and in conformity with the charter, so that said company may be in a position to put the line, or such parts of it under contract, as soon as it may be deemed for the interests of said company.

You are therefore requested to make return of the survey of the route of the Warren Railroad, in conformity with the above resolution. 20

J. I. BLAIR, President
 Warren Railroad Company.

JNO. I. BLAIR, Esq., President of the Warren Railroad Company, N. J :

I am in the receipt of your favor of the fourth instant, containing a resolution of the board of directors of the Warren Railroad Company, to wit :—*Resolved*, That the president have the survey mapped and filed in conformity to the charter, so that the said company may be in a position to put the line or such parts of it under contract, as soon as it may be deemed for the interest of said company. 30

In compliance with your request, as set forth in the above resolution, I herewith return a survey of the route of the Warren R. Rd., as located by me, with a description of the same.

EDWIN McNEIL,
 Ch. Eng. W. R. R. 40

Commencing at a chestnut tree on the lands of Wm. Barnes and Brothers, as is said, in the township of Pahaquary, in the county of Warren, and State of New-Jersey, said tree standing on or near the bank of the Delaware river and nearly opposite the mouth of Cherry creek, and running thence S. 27 deg. W. 1550 feet; thence curving with a radius of 1910 feet along said river 600 feet; thence S. 45 deg. W. 675 feet; thence curving left with a radius of 1272 feet, 1273 feet; thence continuing curve with a radius of 5720 feet, 1200 feet; thence with radius of 1142 50

- feet, 1390 feet; thence N. 83 deg. S. 1300 feet, passing near Taylor's Slate Factory; thence curving right with radius of 1042 feet, 1583 feet; thence S. 10 deg. E. 2810 feet, crossing the Indian Ladder; thence curving right with radius of 5730 feet, 400 feet; thence S. 6 deg. E. 2375 feet; thence curving left with a radius of 1910 feet, 583 feet; thence S. 23 1-2 deg. E. 4660 feet, through lands of Evan Evans, deceased, situate in the township of Knowlton; thence curving right with a radius of 11,460 feet, 300 feet; thence S. 20 deg. E. through lands of Alexander Decker, Isaac Larue, and heirs of Andrew Smith, deceased, 5520 feet; thence curving left with a radius of 3820 feet, 1450 feet, passing through the village of Columbia; thence S. 43 3-4 deg. E. 4750 feet, through lands of Thomas and Richard Fair, and heirs of A. Belles; thence curving right, with a radius of 1910 feet, 1006 feet; thence S. 13 1-4 deg. E. 2570 feet; thence curving right with a radius of 1132 feet, 390 feet; thence S. 8 1-4 deg. E. 150 feet; thence curving left with radius of 1132 feet, 215 feet;
- 20 thence S. 21 1-2 deg. E. 1215 feet; thence curving left with a radius of 1142 feet, 1170 feet; thence curving right with radius of 1910 feet, 1242 feet; thence S. 24 1-4 deg. E. 7140 feet, through lands of A. Hutchinson, J. Miller, M. Cummings, Dr. Duncan, Albertson, A. Kirkuff and others, to post and stones on bluff of rocks near J. Ramsey's; thence curving left with radius of 2865 feet, 600 feet, passing in rear of James Ramsey's dwelling; thence S. 36 1-4 deg. E. 2440 feet through lands of U. O. Swayze, and left of highway; thence curving right with a radius of
- 30 1910 feet, 1225 feet, to lands of Edward H. Swayze; thence S. 1-2 deg. W. 1380 feet, through lands of said Edward H. Swayze, to post and stones left of highway leading to Belvidere; thence curving right with radius of 1910 feet, 650 feet, through lands of said Edward H. Swayze; thence S. 20 deg. W. 720 feet, through lands of said E. H. Swayze, to post and stones; thence curving left with radius of 1432 feet, 1287 ft. through lands of said Edward H. Swayze, and known as Vass Gap; thence S. 31 1-2 deg. E. 2000 feet, through lands of U. O. Swayze and George Vass, in the town-
- 40 ship of Oxford, and crossing a tributary of Beaver brook; thence curving left with a radius 1910 feet, 650 feet through lands of said George Vass; thence S. 50 deg. E., 4100 feet through lands of George Vass and Isaac N. Demberger; thence curving right with a radius of 2863 feet, 912 feet, crossing Beaver brook, and then through lands of Wesley Banghart; thence S. 31 1-4 deg. E. 4100 feet through lands of William Mackey and George Titman; thence curving left with a radius of 1432 feet, 1237 feet; thence S. 80 3-4 deg. E. 230 feet; thence curving right with a radius of 1432 feet,
- 50 575 feet; thence S. 57 3-4 deg. E., 1320 feet; thence curving

left with a radius of 1432 feet, 744 feet, through the village of Buttsville; thence S. 87 1-2 deg. E. 220 feet; thence curving right with radius of 1432 feet, 775 feet; thence S. 56 1-2 deg. E. 610 feet, crossing the Pequest river; thence curving left with a radius of 1432 feet, 1075 feet along said stream; thence N. 80 1-4 deg. E. 1880 ft.; thence curving right with a radius of 1146 feet, 890 feet; thence S. 55 1-4 deg. E., 320 ft.; thence curving right with a radius of 1146 ft., 1600 ft.; thence S. 24 3-4 deg. W. 120 feet; thence curving left with a radius of 1146 feet, 1494 feet, crossing Furnace brook; thence S. 50 deg. E. 2820 ft. through lands of Daniel Axford; thence curving right with a radius of 1625, 3200 feet; thence S. 62 1-2 deg. W. 3890 feet; thence curving left with a radius of 1146 feet, 1730 feet, through lands of Chas. Scranton, to post and stone; thence S. 24 1-2 deg. 2610 feet through lands of said Charles Scranton, and being known as Van Ness Gap, to a post and stone; thence curving right with a radius of 1146 feet, 1720 feet through lands of said Chas. Scranton; thence S. 61 1-2 deg. W. 1260 feet, through lands of said Charles Scranton; thence curving left with radius 1432 feet, 1387 feet, crossing Seyke's Gap creek; thence S. 6 deg. W. 6710 feet, crossing Pohatcong creek; thence curving left with a radius of 1910 feet, 3250 feet, crossing the Morris Canal, east of the storehouse of P. T. B. Vandoren, in the township of Washington; thence N. 89 1-2 deg. E. 1370 feet along said canal; thence curving right with a radius 1432 feet, 1087 ft. crossing the Sebacac creek; thence S. 28 1-2 deg. E. 9900 feet, crossing Springtown creek, and the public road leading from Port Colden to New-Hampton; thence curving right with a radius of 1146 feet, 1298 feet, crossing the Musconetcong creek near the bridge at Changewater; thence S. 36 3-4 deg. W. 3000 feet, following the Musconetcong mountain, in the township of _____, and the county of Hunterdon; thence curving right with a radius of 1432 feet, 536 feet; thence S. 58 1-2 deg. W. 2730 feet, along said mountain; thence curving left with a radius of 1432 feet, 768 feet; thence S. 27 3-4 deg. W. 2100 feet; thence curving left with a radius of 1200 feet, 2000 feet; thence S. 72 deg. E. 1840 feet, intersecting the Central Railroad of New-Jersey at New-Hampton summit, at a point known as Sta., 651 feet on said railroad.

Also, a lateral or main branch commencing at a point where the curves on lands of Allen & Hutchinson, as above described, runs; thence N. 80 deg. W. 1200 feet, crossing the Delaware river.

The road is located fifty feet on each side of the centre line.

EDWIN MCNEIL,
Eng. W. R. R. Co.

The foregoing is the survey of the Warren Railroad. 50

In witness whereof, the President and Directors of the Warren Railroad Company have caused the same to be signed by their President this eighth day of March, A. D. one thousand eight hundred and fifty-three, as witness the hand and seal of their President.

JOHN I. BLAIR,
 Prest. of the Warren Railroad Co. [L. s.]

And they also pretend that the said last mentioned survey, as deposited in the office of the Secretary of State aforesaid, runs over and across and includes a part of the said land so as aforesaid conveyed by the said Samuel L. Taylor, George Vass, and Daniel Lanning, jr., to your orators, and that on the said fourth day of March last, a certain indenture was entered into between the said George Vass of the one part, and the Warren Railroad Company of the other part, which pretended indenture witnessed and recited, That whereas the said company contemplated the location and construction of their line of railroad through the lands of the said George Vass in said township, occupying for right of way not exceeding one hundred feet in width, with such additional land as might be required for cuts, slopes and embankments, beginning in the line of lands of Isaac Dernberger, and extending to the line of lands of Usal O. Swayze, a distance of two hundred and forty perches or thereabouts; that the said party of the first part in consideration of one dollar to him in hand paid, and in consideration that the said company should at any time proceed to locate, build and construct their railroad across said lands as above named, did covenant and agree to execute and deliver to the said company a release of all damages, and for right of way to said company, their successors and assigns, so soon as said railroad shall be graded and completed across said lands; and upon the execution and delivery of such release the said company covenanted and agreed as full compensation for said damages and right of way, in addition to the consideration above expressed, to pay the said George Vass the sum of one hundred dollars per acre for the meadow land of said Vass, as the road was then staked out for said company, the company having a right to change the location of said road over the lands of said Vass as they should deem most conducive to their interests, and for other lands of the said Vass that might be taken by the said company for the said road, that is, not meadow land, they should pay the said Vass the sum of sixty dollars per acre, the said company to have one acre of land at such point as they might select in said lands of said Vass for a depot, for one hundred dollars, to be paid for such acre of land on a depot, said release to be made in pursuance of the survey and location estab-

lished by the engineers and surveyors of said company ; and further that the company should have the use of the water on the farm of the said Vass, and should have the privilege of conducting the water necessary for the use of said company by iron pipes, or in any other way they should deem most advisable, to their depots or water stations ; but if thereafter it should be deemed by said company inexpedient to locate and construct their said railroad as aforesaid, then the said agreement should be surrendered and made null and void, but for no other reason and upon no other contingency should the same be invalidated or destroyed by either of the parties thereto ; and that the said agreement was executed by the said John I. Blair signing the same, by the name and description of John I. Blair, President of Warren Railroad Co., and sealing the same with his own private seal, and the said George Vass signing and sealing the same, and that the said agreement was duly acknowledged by the said Vass as his voluntary act and deed, and by the said John I. Blair, President of the Warren Railroad Company, as his voluntary act and deed, for the Warren Railroad Company, before Jehiel G. Shipman, a master of the court of chancery of New-Jersey, and recorded in the Clerk's office of the county of Warren, on the fourteenth day of the same month.

And they also pretend that on the fourteenth day of March last, a certain indenture was made and entered into between Daniel Lanning, jr., of the one part, and the Warren Railroad Company of the other part, which pretended indenture witnessed and recited, That whereas the said company contemplated the location and construction of their line of railroad through the land of said Daniel Lanning, jr., in said township, occupying for right of way not exceeding one hundred feet in width, with such additional land as may be required for cuts, slopes, and embankments ; beginning in line of lands recently sold by John R. Pittenger to Charles Scranton, and extending to the line of lands of John Pierson, jr., a distance of thirty-six perches or thereabouts, running nearly parallel with the public road in the north entrance of Van Ness Gap ; that the said party of the first part in consideration of the sum of one dollar to him paid, and in consideration that the said company shall at any time proceed to locate, build and construct their railroad across the said lands as above named, covenanted and agreed to execute and deliver to said company a release of all damages, and for right of way to said company, their successors and assigns, so soon as said railroad shall be graded and completed across said lands, and upon the execution and delivery of such release the said company covenanted and agreed as full compensation for said damages and right of way, in addition to the

consideration above expressed, to pay the said party of the first part the sum of one dollar, said release to be made in pursuance of the survey and location as established by the engineers and surveyors of said company; but if hereafter it should be deemed by said company inexpedient to locate and construct their said railroad as aforesaid, that the said agreement should be surrendered and made null and void, but for no other reason and upon no other contingency should the same be invalidated or destroyed by either of the parties thereto; and that the said agreement was executed by one Charles Scranton, signing the same by the name and description of Charles Scranton, Com. for Warren Railroad Co., and sealing the same with his private seal, and the said Daniel Lanning signing and sealing the same, and that the execution of the said agreement was duly proved by one Isaac Dernberger, a subscribing witness to the same, before David A. Depue, Esq., one of the masters of the court of chancery of the State of New-Jersey, on the eighteenth day of March, in the year eighteen hundred and fifty-three, and recorded in the Clerk's office of the county of Warren, on the seventeenth day of the same month.

And they also pretend that on the fourteenth day of March last, a certain indenture was made and entered into between the said Samuel L. Taylor of the one part and the said The Warren Railroad Company of the other part, which pretended indenture witnessed and recited, That whereas the said company contemplated the location and construction of their line of railroad through the lands of the said Samuel L. Taylor of Knowlton township, occupying for right of way not exceeding one hundred feet in width, with such additional land as might be required for cuts, slopes, and embankments, beginning on a line of lands of Usal O. Swayze, and extending to the line of lands of Usal O. Swayze, a distance of eighty perches, or thereabouts, that the said party of the first part in consideration of the sum of one dollar to him paid, and in consideration that the said company should at any time proceed to build, locate, and construct their said railroad across said lands as above named, covenanted and agreed to execute and deliver to said company a release of all damages and for right of way to said company, their successors and assigns, so soon as said railroad should be graded and completed across said lands; and upon the execution and delivery of said release the said company covenanted and agreed as full compensation for said damages and right of way, in addition to the consideration above expressed, to pay the said party of the first part the sum of twenty-five dollars for wood land and fifty dollars for the clear land, said railroad to build and repair fences and bridges, the land

being the farm next to Edward H. Swayze, said release to be made in pursuance of the survey and location established by the engineers and surveyers of said company, and also pay him thirty cents for trees across his lands; but if thereafter it should be deemed by said company inexpedient to locate and construct their said railroad as aforesaid, the said agreement should be surrendered and made null and void, but for no other reason and upon no other contingency should the same be invalidated or destroyed by either of the parties thereto; and that the said agreement was executed by the said John I. Blair signing the same in a private capacity and with his own private seal, and by the said Samuel L. Taylor signing and sealing the same. 10

And the said John I. Blair and his confederates claim the right to enter upon and use and occupy as aforesaid a part of each of the said several tracts of land so as aforesaid purchased by your orators from said Vass, Lanning, and Taylor, under and by virtue of the aforesaid proceedings and agreements pretended to be made and done by them as aforesaid, and has occupied and used a part of each of them, and has made certain foolish and useless excavations for the pretended purpose of grading a railroad on and over the same, but has made the same in such a manner as clearly to show that they were not intended for permanent works, but as mere exercises of the pretended right of possession thereof as aforesaid. 20

And your orators expressly charge and insist that the allegations and pretences so as aforesaid set up and made by the said John I. Blair and his confederates for such their unlawful acts, deeds, and interferences with your orators' franchises, right, title, and occupancy of the said land, so as aforesaid conveyed to your orators by the said Taylor, Vass, and Lanning, respectively, are untrue in fact, unfounded in law, inequitable and unjust. 30

And your orators charge, that the said pretended organization of the said corporation, mentioned in the said last above recited act of the Legislature, by the said John I. Blair and his confederates, and the said pretended survey of the route of said road, authorized by said last recited act to be made, were made and done by the said John I. Blair and his confederates in fraud of your orators' just rights, so as aforesaid legally acquired, and for the purpose of having and securing to themselves, by fraud, trick, and contrivance, a part of the route over which the said John I. Blair and confederates discovered by watching your orators' survey, and the operations of their engineers in the field while engaged in such survey, and by other means unknown to your orators, that it was necessary for your orators to run and construct their extension of their said 40 50

railroad from Hackettstown to the Delaware Water Gap, and for the purpose of thereby compelling your orators either to abandon the construction of the said extension, or to compel your orators to come to such terms and conditions with the said John I. Blair and his confederates as they should please to dictate to your orators.

And your orators, as evidence of such fraud, trick, and contrivance, and that such the pretences and allegations of the said John I. Blair are unfounded in law or fact, and furnish no justification for such their unlawful acts and interferences with your orators' franchises and rights so acquired as aforesaid, admitting the passage of the said act of the Legislature last in part recited, show that after your orators had so by their engineers and other persons in their employment, at great expenditure of labor, time, and money, made actual surveys of the country between Hackettstown and the Delaware Water Gap, which surveys were begun on or about the twenty-fifth day of February, in the year eighteen hundred and fifty, long before any survey of any kind was attempted by the said John I. Blair or his confederates, and diligently prosecuted by your orators with occasional very short suspensions, up to the first day of November, eighteen hundred and fifty-one, or thereabouts, and had by such surveys determined the only feasible route for such their extension to the Water Gap, and after by such surveys it had been demonstrated that such route must pass through certain gaps or passes in the mountains intersecting said route, one of which gaps is the route of the said extension of your orators over the lands of the said George Vass, and by him conveyed to your orators, and another of which is over the lands so as aforesaid conveyed to your orators by said Daniel Lanning, jr., and is called Van Ness Gap, and your orators had actually determined to construct their said extension over said route and through said gaps, and by means of such surveys of your orators, had and made by their engineers as aforesaid, and after it had become known to the said John I. Blair and his confederates that your orators' engineers had adopted said route, and your orators had determined to construct said extension of their said railroad on and over that route and through said gaps, and after by means of your orators' surveys, lines and stakes set by their engineers for the purpose of locating said route for your orators' extension, the said John I. Blair and his confederates had discovered the most feasible route for a railroad from New-Hampton to connect with the Central Railroad under the said act of the Legislature last referred to must pass on its way to the Water Gap through the said gaps, and in part for greater convenience of construction over the route so as aforesaid surveyed for and adopted by your orators, and

thus interfere therewith, the said John I. Blair and his confederates conceived the plan of attempting to secure to themselves and to deprive your orators of the right of way over those parts of the said route to the Water Gap from New-Hampton and Hackettstown respectively, where the same would occupy the same ground and conflict as aforesaid by a pretended, sham, and fictitious organization of a corporation under color of the provisions of the said act of the Legislature, entitled "An Act to incorporate the Warren Railroad Company," and of a fabricated survey under color of such sham organization, so vague and indeterminate as to include therein, if necessary, all those parts of the route of your said orators' road through the gaps aforesaid and elsewhere, where the same would occupy the same ground, and conflict as aforesaid, to be deposited, or pretended so to be, in the office of the Secretary of State prior to, and in anticipation of, a survey of a route so as aforesaid known to have been determined on by them for their said extension to the Water Gap, and to hold such organization and survey as a cloud over your orators' said right and franchise to construct their said extension over said route so surveyed and determined on by them, as aforesaid. 10

And your orators further show as aforesaid, that after your orators' said survey had been made and staked out by their engineers on the ground, and had been determined on by them, and after the particular route thereof was well known by the said John I. Blair and his confederates, and while the survey thereof in writing afterwards deposited in the Secretary of State's office was in course of preparation for filing therein, which required great accuracy of description in order to make the same certain, and to comply fairly and honestly with the provisions of their said charter and its supplements, and when the same was nearly completed, the said John I. Blair and his confederates, well knowing the premises, in fraud of your orators' just rights and franchises, with the intent to secure to themselves and deprive your orators of the results of their aforesaid labors in making their location and practical survey as aforesaid, and to pre-occupy, if possible, by fraud, trick and contrivance, a part of the lands necessary for your orators' said route of their aforesaid extension to the Delaware Water Gap from Hackettstown aforesaid, and to carry out the fraudulent plan so conceived as aforesaid, caused a notice that books of subscription to the stock of the Warren Railroad Company would be opened at Bridgeville, in the county of Warren, on the fourth day of March last, to be published once only in the Belvidere Intelligencer, a newspaper published at Belvidere, in the county of Warren, which paper is a weekly paper, which notice bore date on the 20th day of 50

February last past, and your orators believe and so charge the fact to be, that no other public notice was ever given or published, save the one aforesaid. That the said John I. Blair, by earnest solicitation, procured the commissioners named in the said act last referred to, or a majority of them, to meet at Bridgeville aforesaid, on the said fourth day of March last, that the said commissioners, or some of them, did so meet at the said time and place, that while so met the said John I. Blair took the lead and addressed them

10 amongst other things, stating that the only way to secure a railroad was to organize the Warren Railroad Company, and that the said company, when organized, should in no manner hinder or impede the action of any other company which would go on and construct a railroad to the Water Gap; that he had no faith that the Morris and Essex Railroad Company would proceed with their extension from Hackettstown to the Water Gap; and that the said John I. Blair, by such representations, solicitations, and crafty but untrue allegations, procured a book or paper of sub-

20 scriptions to be opened by said commissioners, and to induce persons to subscribe said stock, the said John I. Blair, Charles Scranton, or some of the commissioners or persons then present and taking part in said transaction, stated openly, or to some of the persons subscribing or desired to subscribe by them or him, that it was not necessary nor would it be required to pay any money at the time of subscribing, or to give any securities for the amount of said subscriptions, and that they would not be called upon to pay their subscriptions unless they chose so to do; that

30 upon these terms a number of persons present were induced to subscribe for stock of said company, to enable said Blair to effect a sham organization of said company, and some or one of the persons so subscribing a large amount declaring that he could not or would not subscribe if he were expected to pay, and did nominally subscribe for stock of the nominal but not actual value of one hundred thousand dollars, or thereabouts, among whom were one Charles Scranton, James Blair, William P. Clark, James Hiles, George Vass, George Titman, George W.

40 Taylor, and Adam Wandling; that after they had subscribed as aforesaid, the said John I. Blair, in the same manner, took and subscribed for, nominally, but not in reality, the remainder of the stock authorized by the said last-mentioned act; that no money was paid at the time of subscribing as aforesaid, by any person so doing, or in their behalf, and it was well understood that no money should be required on such subscriptions, and that the whole transaction of so subscribing was merely formal, and not in reality a subscription of said capital stock; that

50 after the ceremony and trick of thus subscribing had been finished, or supposed to be, a written notice, prepared by

said John I. Blair, was immediately read, calling a meeting of the pretended stockholders, to meet on that same day and place; that after the said notice had been so read as aforesaid, the said pretended subscribers proceeded with the execution of the said trick and contrivance, and went through the ceremony of pretending to choose a board of nine directors from among said pretended subscribers, and the said John I. Blair, William P. Clark, James Hiles, George Vass, George Titman, Charles Scranton, George W. Taylor, and Adam Wandling were then and there, in pursuance of the said plan and contrivance of the said John I. Blair and his confederates, and to carry out and effect his purpose and plan aforesaid, declared to be elected directors, and the said John I. Blair was then declared to be chosen president, and one Jehiel G. Shipman, secretary; and your orators are informed and believe, and so charge, that after the said pretended election of directors no further business was done, or pretended so to be, and that the said pretended Board of Directors immediately adjourned and separated, and were not again convened, or pretended so to be, until long after the eighth day of March then next succeeding that day. 10

And your orators are informed and believe, and so charge the truth to be, that said stock was not then, or there, or at any other time before or on the eighth day of March then next, subscribed in good faith, or with the intention on the part of the subscribers of paying the amount of their subscriptions, and that the whole proceeding of pretending to subscribe the said stock and elect the said directors and officers, from the beginning to the end thereof, was in bad faith, a fraud on the state of New-Jersey, in violation of the letter, spirit and meaning of the act under color of which said pretended ceremonies and proceedings were performed, and was a barefaced sham, trick, and fraudulent contrivance of the said John I. Blair or his confederates, or some of them, contrived and carried out for the unjust and fraudulent purpose of unlawfully interfering with your orators in the exercise of their franchises so given to them by this State, and of prostituting, or attempting so to do, the franchises intended to have been given by the said act, entitled "An Act to incorporate the Warren Railroad Company," to purposes and uses for which they were not granted or conferred, and for the purpose of appropriating to themselves the results of your orators' labors in said survey, and depriving them of their right of way for their aforesaid extension to the Water Gap through the difficult passes aforesaid, and are utterly void, frustrate, and of no effect. 30 40

And your orators insist that none of the persons pretending to subscribe said stock, or pretended to be elected 50

as aforesaid by such proceedings as aforesaid, acquired any rights or franchises under the provisions of said act of the Legislature, entitled "An Act to incorporate the Warren Railroad Company," or the right to be a corporation or incorporators under the name of the Warren Railroad Company, by virtue of the pretended proceeding aforesaid, and that no such corporation was ever organized until long after the eighth day of March last.

10 And your orators further show, that they are informed and believe, and so charge the fact to be, that the said Edwin McNeil was not present at Bridgeville aforesaid, or at Belvidere, while the said persons so pretending to be stockholders and directors of the said The Warren Railroad Company were so met and convened at Bridgeville on the said fourth day of March last, and was not chosen or pretended to be chosen chief engineer of said company, nor was any action had or pretended to be had on that day, by said pretended board of directors, upon any survey made by him or any other person, of the route of a
20 railroad to be constructed under the provisions of the aforesaid charter last mentioned, nor was any location thereof then made and adopted by the said pretended Board of Directors on that day, or at any time before or on the eighth day of March then next, and before the filing of said pretended survey by said John I. Blair, nor was any entry made, or pretended to be made, of any such action of said pretended board in any book of minutes kept by or for them; but if any such entry has been made since, of which your orators are ignorant, it was made long
30 after the fourth day of March last, and after the depositing in the Secretary of State's office of said pretended survey by said John I. Blair.

And your orators further show, that on the first day of June last past they caused application to be made on their behalf to the said John I. Blair and Jehiel G. Shipman for leave to inspect the subscription books, books of minutes, and other books of the said pretended Warren Railroad Company, and also for copies therefrom in relation to the said pretended organization; that said application was
40 made to them at Belvidere, and at the same time inquiry was made for the purpose of finding the office of the said company, and that such applications were made for the purpose of enabling your orators more fully to set forth in this Bill of Complaint the ceremonies practised during the progress of the pretended organization of said company; and your orators were unable to find any office of the said company, although Belvidere is a small place, and the same might easily have been found if there had been any such office; and that the said John I. Blair and Jehiel
50 G. Shipman then and there refused permission to examine

said books, or any of them, or to permit copies to be taken therefrom, and your orators are therefore unable to set the said pretended proceedings forth in this Bill of Complaint with any greater particularity than has been already herein before done.

And your orators further show, that they are informed and believe, and so charge the fact to be, that no actual survey of the said route of a railroad, to be constructed under the provisions of the act entitled "An Act to incorporate the Warren Railroad Company," was ever actually made, throughout the whole line, by the said Edwin McNeil or under his directions, but that the said pretended survey deposited in the Secretary of State's office by said John I. Blair, was made in part by drafting, protracting and calculations, and not wholly from actual survey upon the route; and that so far as the same was the result of labor in the field by engineers of said McNeil, or Blair, was purposely made to follow the stakes set by your orators' engineers, and the said McNeil or Blair directed the surveyors running the same to run by your orators' stakes whenever they came to them on the route, and they obeyed such directions and did so run, and that the said pretended survey was made in a hasty manner, to carry out the plan and contrivance aforesaid of the said Blair and his confederates aforesaid.

And your orators further show, that they are informed and believe, and so charge the fact to be, that the said pretended survey of the said Warren Railroad, deposited by said John I. Blair in the Secretary of State's office at Trenton, on the said eighth day of March last, was got up by the said John I. Blair, and there deposited by him, without the sanction of the said pretended board of directors, and without authority so to do, and in fact after your orators' said survey had been brought to said office and deposited there; that your orators' agent who deposited said survey in said office, at the time and before so depositing it therein as aforesaid, had reason to suspect and did suspect some trick or contrivance of the said John I. Blair, made inquiry of the Secretary of State whether any survey of a railroad route had been lately deposited there, who replied that none had been so deposited, and the files in the office were searched by the person acting as clerk to said Secretary, and your orators' agent was again informed that no survey had been lately deposited in the office aforesaid; that your orators' said agent then deposited said survey in said office, together with a map of said route, and left the office, and on returning to said office in a short time, on said same day, was informed by the person having charge of said office, either the Secretary of State or his clerk, that a mistake had been made in giving the

aforesaid answer to said inquiry, and that said John I. Blair had left in said office, about fifteen minutes before your orators' survey was deposited therein, a paper purporting to be a survey of the Warren Railroad; that said Blair, or the person who left the same there, had asked and obtained of him a certificate or memorandum of the exact time, hour and minute, of leaving the said Warren Railroad survey in the office, and by that certificate it appeared that the said last mentioned survey was
 10 left in said office some minutes before your orators' survey. And your orators charge that, by accident or mistake, the memorandum or certificate was incorrectly made and given, and that the same was not given until after your orators' survey had been thus deposited.

And your orators are informed and believe, and so charge, that an alteration in or an addition to the said paper, so deposited by said John I. Blair, in said office, was made after the same was there deposited, and that the letter attached thereto purporting to be signed by the said Edwin
 20 McNeil, is not signed by him in his own proper handwriting, but that the said last mentioned letter was written by, and the said signature thereto put by some one of the said confederates other than the said Edwin McNeil.

And your orators further insist that, if by any subsequent action had by said confederates after the said survey had been so as aforesaid deposited in said Secretary of State's office, by said John I. Blair, of which action your orators are ignorant, the said The Warren Railroad Company has become an existing corporation entitled to the
 30 franchises granted in and by said act, entitled "An Act to incorporate the Warren Railroad Company," that at the time of depositing your orators' said survey in the Secretary of State's office, there was no such corporation as the Warren Railroad Company, and that even if the said corporation had been then in existence under said act, yet that the said survey so deposited by said John I. Blair in said Secretary of State's office, besides being fraudulent as aforesaid, is uncertain, informal, vague and insufficient, and does not describe with sufficient legal certainty any
 40 route to enable the said The Warren Railroad Company to hold by virtue thereof any lands described in your orators' said survey, so deposited by them in said Secretary of State's office, or the lands or any part thereof so as aforesaid conveyed to your orators by the said Taylor, Vass and Lanning respectively; and that the said survey by the said Blair, deposited by him as aforesaid in the said office, should be as against your orators' said survey declared void and of no effect; and your orators should for that, if for no other reason, be declared to be entitled to have, hold and occupy,
 50 for the purposes aforesaid, the lands so as aforesaid well

and sufficiently described in the said survey so as aforesaid deposited by them in the office of the Secretary of State, and conveyed to them by the said Taylor, Vass and Lanning respectively.

And your orators further show, that they are informed and believe, and so charge the fact to be, that the said pretended indenture and agreements hereinbefore set forth and alleged to have been executed by the said Samuel L. Taylor, and under which the said John I. Blair and his confederates claim to have and occupy the said land conveyed by said Taylor to your orators, and the right to construct a railroad thereon, if the same were ever executed or delivered by said Taylor, was signed and sealed by him and delivered when he had no title to the said lands therein described, and when the said lands belonged to one Edward H. Swayze, who did not convey the same to the said Taylor until the first day of April last, and long after the pretended execution and delivery of the said indenture by said Taylor, under which the said John I. Blair and his confederates claim the said lands, and that the said John I. Blair procured the said Taylor to sign, seal and deliver the same, by fraud and false representations; that the said Taylor at that time intended and desired to negotiate with your orators for the said lands so as aforesaid by him afterwards sold and conveyed to your orators; that the agents of your orators, on the day of the date of the said pretended indenture, to wit, on the fourteenth day of March last, called at the house of the said Edward H. Swayze, in the township of Knowlton, in the county of Warren, to purchase the same of him, who was then in possession of the same and had title thereto, but were informed by said Swayze that he had agreed to sell the said farm, of which said lands constituted a part, to the said Samuel L. Taylor, and to give him a deed therefor, on the first day of April then next, and could not for that reason treat with your orators therefor, but that they must treat therefor with the said Taylor, who then resided across the Delaware river, in the State of Pennsylvania, and that he, the said Swayze, would carry out whatever the said Taylor might agree to; that while your orators' said agents were at the house of the said Swayze, a messenger was sent to the said Taylor to come to the house of the said Swayze immediately, to treat with your orators for the purchase of said lands; that said John I. Blair in some way got information of the purpose of your orators, immediately crossed the Delaware river, and met said Taylor on his way to the house of the said Swayze to treat with your orators for the sale of said lands to them, and that on meeting the said Taylor, the said John I. Blair inquired of him where he was going, and that said Taylor then informed him that he had been

sent for to treat as aforesaid with your orators, and was on his way so to do; that said Blair intending to deceive said Taylor informed him that he need not go any further, that he was the man, or some words to that effect, and would treat with him, and that said Taylor believing the said representation of the said Blair to be true and that he was your orators' agent, and being deceived thereby, executed the said agreement or indenture with the said Blair, so as aforesaid set up by him; that the said Taylor meant and
 10 intended to sell and convey the said lands to your orators, and would never have signed the said agreement with the said Blair unless he had been deceived as aforesaid by his false and deceitful representations, and that the said pretended last mentioned indenture is therefore fraudulent and should be declared void.

And your orators further show, that they have been informed and believe, and so charge the fact to be, that the said pretended agreements and indentures, so as aforesaid procured by the said John I. Blair from the said Taylor,
 20 Vass, and Lanning respectively, were not left in the office of the Clerk of the county of Warren by said John I. Blair at the said times and dates respectively when by the certificate of said clerk they would appear to have been left for record, to wit, on the fourteenth day of March last, but were left by direction of said John I. Blair in said office at said several times last aforesaid, with instructions not to record the same unless deeds or agreements for the same lands therein described should be presented for record, and then to record the said pretended indentures before
 30 the said last mentioned deeds; and the said clerk so recorded the said pretended indentures, and kept them according to said instructions, and did not record them until some time after they were left with the instructions aforesaid; and your orators are ignorant when they were in fact recorded, but charge that they were not recorded until long after they had been so left as aforesaid.

And your orators further charge and insist that said pretended indenture purporting to be between the said The Warren Railroad Company and said Vass was executed
 40 and delivered (if executed and delivered at all, which your orators do not admit) on the fourth day of March last, and before the depositing by the said John I. Blair of the said pretended survey in the Secretary of State's office on the eighth day of March last, and is therefore unlawful and void as against your orators' said survey and purchase aforesaid; and that the said pretended indenture purporting to be between the said Daniel Lanning and the said The Warren Railroad Company purports to be, and was signed and sealed by the said Charles Scranton as one of
 50 the commissioners named in the said act entitled "An Act

to incorporate the Warren Railroad Company," and was not therefore executed in due form of law, so as to give any right to said company, and is therefore void as against your orators.

And your orators further show unto your Honor, that on or about the first day of June in the year eighteen hundred and fifty-three, your orators caused a notice signed by their chief engineer, who has the charge and direction of their said extension to the Delaware Water Gap, to be served upon the said John I. Blair, of which the following is a copy:— 10

JOHN I. BLAIR, Esq.

Sir:—You are notified that the Morris and Essex Railroad Company have purchased as a part of their railroad route from Hackettstown to the Water Gap, which route has been duly surveyed and located, and a survey thereof filed in the office of the Secretary of this State, the following described lands and premises, lying and being in the township of Knowlton, in the county of Warren, and state of New-Jersey, bounded and described as follows: 20

Containing eight acres and sixty-four hundredths of an acre of land more or less, and lying on each side of the extension of the Morris and Essex Railroad from Hackettstown to the Water Gap, as aforesaid, as now located and staked out, being sixteen rods in width, that is to say, seven rods wide on the right and nine rods on the left of said line of extension, measured at right angles from the same, where the same first enters the land of the said Taylor, and adjoining land of Usal O. Swayze, and so continuing for one chain and ninety-three links; then becoming 30

fourteen rods in width, that is to say, six rods in width on the right, and eight rods in width on the left of said line of extension, and so continues for seven chains; then becoming eight rods in width, that is to say, two rods wide on the right, and six rods on the left of said line of extension, and so continues for seven chains; then becoming six rods in width, that is to say, three rods wide on each side of said line of extension, and so continues for five chains; 40

then becoming eight rods in width, that is to say, three rods wide on the right, and five rods on the left of said line of extension, and so continues for nine chains; thence becoming seven rods in width, that is to say, one rod on the right, and six rods on the left of said line of extension, and so continues for eight chains and fifty-one links; and the remaining distance of said line across said Taylor's lands, and which line of extension, as now located and staked out on his lands, begins at a stake in the line of his lands and those of Usal O. Swayze, distant one chain and fifty-seven links on a course south twenty-four degrees and fif- 50

ten minutes west from a large black oak tree four feet
 west of their line on said Taylor's lands, marked with the
 letter I, and runs (1) north eight degrees and thirty-five
 minutes, west ninety-three links; thence (2) north six de-
 gress and thirty-five minutes, west one chain; thence (3)
 north four degrees and thirty-five minutes, west one chain;
 thence (4) north two degrees and thirty-five minutes, west
 one chain; thence (5) north thirty-five minutes, west one
 chain; thence (6) north one degree and twenty-five min-
 10 utes, east one chain; thence (7) north three degrees and
 twenty-five minutes, east one chain; thence (8) north five
 degrees and twenty-five minutes, east one chain; thence
 (9) north seven degrees and twenty-five minutes, east one
 chain; thence (10) north nine degrees and twenty-five
 minutes, east one chain; thence (11) north eleven degrees
 and twenty-five minutes, east one chain; thence (12) north
 thirteen degrees and twenty-five minutes, east one chain;
 thence (13) north fifteen degrees and twenty-five minutes,
 east one chain; thence (14) north seventeen degrees and
 20 twenty-five minutes, east one chain; thence (15) north
 nineteen degrees and twenty-five minutes, east one chain;
 thence (16) north twenty-one degrees and twenty-five
 minutes, east one chain; thence (17) north twenty-three
 degrees and twenty-five minutes, east one chain; thence
 (18) north twenty-four degrees and fifty-five minutes, east
 one chain; thence (19) north twenty-five degrees and
 twenty-five minutes, east two chains; thence (20) north
 twenty-four degrees and forty minutes, east one chain;
 thence (21) north twenty-two degrees and fifty-five minutes,
 30 east one chain; thence (22) north twenty degrees and
 fifty-five minutes, east one chain; thence (23) north eigh-
 teen degrees and fifty-five minutes, east one chain;
 thence (24) north sixteen degrees and fifty-five minutes,
 east one chain; thence (25) north fourteen degrees and
 fifty-five minutes, east one chain; thence (26) north twelve
 degrees and fifty-five minutes, east one chain; thence (27)
 north eight degrees and fifty-five minutes, east one chain;
 thence (28) north six degrees and fifty-five minutes, east
 one chain; thence (29) north five degrees and twenty-five
 40 minutes, east one chain; thence (30) north four degrees
 and fifty-five minutes, east eight chains and fifty-one links,
 to a stake on the line of lands of the said Samuel L. Tay-
 lor, and those of Usal O. Swayze, distant three chains and
 thirty links on a course south forty-two degrees east from
 their stone corner, on the northwest side of the road from
 Belvidere to Ramseysburgh; and that the Morris and
 Essex Railroad Company are seized of the same in fee
 simple, by deed of conveyance from Samuel L. Taylor and
 wife, dated the second day of April, in the year eighteen
 50 hundred and fifty-three, and you are hereby forbidden to

enter on the same, or to make any excavation or embankments thereon, or in any manner to trespass on or interfere with the said land; and a certain association of persons claiming to be a corporation duly organized and having assumed the name of the Warren Railroad Company, and of which you claim to be President, and act as such, is also hereby notified of the same matters, and in like manner forbidden, by any of its workmen or agents, to do any of the aforesaid acts in regard to said lands.

Dated, May 31st, 1853.

10

THE MORRIS AND ESSEX RAILROAD COMPANY, by
J. B. BASSINGER,
Chief Engineer.

As by the said notice now in possession of your orators, ready to be produced and proven as this Honorable Court shall direct, will appear.

And your orators further show unto your Honor, that your orators caused notices of like tenor and effect, and signed in like manner, to be served upon the said John I. Blair on the third day of June last, which said notices described, as the same are hereinbefore described, the said lands so as aforesaid conveyed by the same Vass and Lanning respectively to your orators, as by the said several notices last mentioned, now in the possession of your orators, ready to be produced as this honorable Court shall direct, will more fully and at large appear. 20

And your orators further show, that after the service of the said several notices upon the said John I. Blair, he openly declared to your orators' agent that he intended to proceed immediately with his works upon the several tracts of land notwithstanding your orators' notices and claims. 30

And your orators charge and insist, that all the said actings and doings and pretences of the said John I. Blair and his 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 can have adequate relief in the premises only in this honorable Court, where matters of this nature are cognizable and relievable, to the end therefore that the said John I. Blair, Charles Scranton, James Blair, William P. Clark, James Hiles, George Vass, George Titman, George W. Taylor, Adam Wandling, Jehiel G. Shipman, "The Warren Railroad Company" and their confederates, when discovered, may, upon their several and respective corporal oaths, full, true and perfect answer make, to all and singular the premises, and that as particularly as if they were herein repeated, and they thereto particularly interrogated, and 50

more especially that they answer and set forth in every particular how and in what manner the said pretended organization of the said The Warren Railroad Company was attempted or pretended to be effected, and the whole mode and manner thereof, in every particular; at whose solicitation or request the said books of subscription were opened, or pretended to be opened; and who made the said pretended subscriptions of stock; and how much each person subscribed or pretended so to do; and what was the form of said subscription, and what the terms of each subscriber's subscription; whether the said terms of subscription were reduced to writing or not; and whether such terms were a part of the said subscription books or paper; and whether the said subscribers, in subscribing for said stock, subscribed to the terms in writing; and whether the said terms were in writing; and whether, if so in writing, there was any declaration made before or at the time of subscribing, varying or intending to vary the effect of the written terms if any; and whether there was any understanding, explicit or acted upon, at or about the time of the subscribing, that the persons subscribing or any of them were not to be bound to pay their subscriptions unless they were willing so to do; and whether the said John I. Blair, or the said Charles Scranton, or any of the persons present and active at said Bridgeville meeting, said that it was not necessary for the subscribers to pay any money at that time, on account of said subscriptions, or afterwards, unless they were willing so to do; and what was the understanding among the commissioners and persons subscribing said stock, in relation to payment of said subscriptions; and what declarations were made and assurances were given by the said John I. Blair or others, about the payment of subscriptions; and whether any money was paid at the time of subscribing, and if so, who paid it; and what amount did each pay, if any, and to whom payment was made; and what became of said money; and whether the same or any part of it was returned to the subscribers at that time or afterwards; and may set forth the whole contents of said subscription book, and may answer who were present at said meeting at Bridgeville, and what each one present said to John I. Blair or Charles Scranton in relation to subscribing; and what said John I. Blair or Charles Scranton said in their presence on that subject; and what part each took in said pretended organization at Bridgeville; and how and in what manner the persons claiming to be elected directors were elected; who nominated the said persons; and who was pretended or declared to be elected president and secretary; and whether any business was transacted by said board of directors on the said fourth day of March last, after the ceremony of electing a president and

secretary was completed, and if any, what business ; and whether any resolution was there put to the board, for their adoption, and if so, what it was ; and who put it ; and whether it was voted on by the board or not ; and whether in the said Bridgeville meeting it was declared carried ; and whether any minutes were kept of said meeting, and who kept them ; and whether the said Jehiel G. Shipman kept them, or said Blair ; and how and where they were kept and entered ; and who entered them ; and when they were entered on the books of permanent minutes, if any, if kept ; and whether they were entered at the time of said meeting or afterwards, and if afterwards, how long afterwards, and at what time ; and if any minutes were entered in a book, that a copy of such entry may be set forth ; and whether any location of a route of a railroad to be built by said Warren Railroad Company, or for them, was determined upon by said board of directors, as a board, and if so, how it was determined on ; and at what stage of said meeting, and who submitted the said location or a paper showing the same (if there was any such paper) to the said board ; and how the said location, if any, was determined upon ; and whether any entry was then made in the minutes of the adoption of any location or route of a railroad ; and when the said entry was made ; and by whose authority and direction it was made, if made ; and when the said Edwin McNeil was employed to survey said route ; and when said survey was made ; and how the same was made ; and what instructions were given to said Edwin McNeil, or by him to his subordinates, in relation to the mode of making said survey, and particularly as to those parts of it passing through or near Vannest Gap, or Vass Gap, and where the route of your orators had been surveyed ; and whether the engineers, under the directions of the said McNeil or Blair, were told to follow the stakes set by your orators when they struck them ; and how in every particular the survey was made ; and when begun and when ended ; and at what point begun, and at what point ended ; and how the same was made ; and whether in whole or in part by actual running and measurements with instruments ; and what part was by guess, calculation estimation, protracting, without an actual instrumental survey ; and what part of the route was done without actual survey ; and where those parts lie with reference to conflicting or overlapping your orators' route, surveyed as aforesaid ; and whether any part of the route laid down in the survey deposited by the said John I. Blair in the Secretary of State's office, was described by guess or without actual survey ; and when the said last mentioned survey was reduced to writing and filed as aforesaid ; and by whom the same was done ; and when the said sur-

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vey, by the said McNeil or under his directions, was begun; and how long it was carried on, and when completed; and what time was spent therein; and how many men were engaged in the field making the same, and who they were; and whether the same was begun before or after your orators' survey; and what use was made by the engineers doing the same of the line run by your orators' engineers; and whether the same was run on purpose over part of the route adopted by your orators, and if so, why the same was done; and whether the said survey was begun before or after your orators' survey; and whether the said survey so deposited by the said John I. Blair as aforesaid, in the Secretary of State's office, was intended for a *bona fide* survey of a route on which actually to construct a railroad; or whether the same as set forth in said paper, purporting to be a survey in the Secretary of State's office, was not intended as a mere general survey, to be varied from as it might be found necessary so to do, when a survey should be made by which actually to

20 construct a railroad; and whether instructions were not given to the said Edwin McNeil to make a more general and vague survey to occupy, or a survey somewhat of that character; and what instructions were given to the engineers on the subject of said survey, and by whom and when given; and what purpose the said John I. Blair wished to accomplish by making said survey, with reference to interfering with or occupying the ground of your orators' survey.

And what purpose the said Blair declared he wished to accomplish by filing said survey in the Secretary of State's office, at or about the time the same was so filed; and to whom he declared such purpose; at what hour of the day the said paper survey was deposited by said Blair in the Secretary of State's office, and whether a certificate and memorandum of the hour and time of making said deposit in said office was asked for, and whether any such was given, and by whom the same was given or signed; and what conversation took place between the persons giving and receiving the same, and who received the same, and

40 why the same was asked for; and whether any addition was made to said paper writing containing said survey, after the said hour and time named in said certificate, and if any, what addition was made, and the tenor of said addition, and the reason for making the same, and whether said addition was made after said certificate was given, and if so, how long after, and whether before or after the filing of your orators' survey in said office; and who wrote or signed the said letter purporting to be signed by said Edwin McNeil attached to said survey, and who signed

50 the same, and whether the said letter was not gotten up

by the said John I. Blair and signed by him or by his direction in the absence of said McNeil, and whether the same was shown to him or approved by him before the same was put on file with the said survey; and on what several days and times the said several pretended agreements and indentures hereinbefore set forth were executed, if executed at all, by said Taylor, Vass, and Lanning, respectively, and whether they or either of them were left in the Warren County Clerk's office with instructions not to record the same unless other conveyances or agreements for the same lands or a part of them should be presented for record; and what instructions, if any, were given on that subject, and who left them for record, and what he said when he left them on the subject of recording the same, and why such instructions were given. 10

And that it may be decreed by this Honorable Court, that under the proceedings hereinbefore set forth, the survey hereinbefore set forth and so as aforesaid deposited by your orators in the Secretary of State's office, on the eighth day of March last, was and is a valid, legal survey of a route of a railroad from Hackettstown to the Water Gap, and is a full and perfect compliance by your orators with the provisions and requirements of their charter and its several supplements, so as to vest in your orators full right, power, and authority to construct a railroad over and on the said route, according to the provisions of said act, upon your orators making compensation to the owners of the lands required for that purpose as in said acts prescribed, and to have, hold, use, occupy, possess, and enjoy the said lands therein described, and more particularly the lands so as aforesaid conveyed to them by the said Taylor, Vass, and Lanning, respectively, for the sole purpose of constructing a railroad thereon, without the disturbance or interference of any person or persons claiming any right to use, occupy, excavate, or embank the same, by virtue or under color of the provisions of an act entitled "An Act to incorporate the Warren Railroad Company," or any other person or persons body corporate whatsoever. 20 30

And that the conveyances and deeds so as aforesaid made and delivered to your orators by the said Taylor, Vass, and Lanning, respectively, may be decreed to vest in your orators the fee simple of said lands thereby conveyed for the purposes and subject to the provisions of their charter and its several supplements. 40

And that it may be decreed that the said pretended organization of a corporation under color of the provisions of the act entitled "An Act to incorporate the Warren Railroad Company," was a fraud on the state of New-Jersey, in violation of the provisions of said act, fraudulent in fact and a fraudulent trick and contrivance; and that the several 50

persons so as aforesaid taking part in the same, and all others claiming under them, and by means thereof claiming to have become members and officers of a corporation by the name aforesaid, acquired no right by virtue of such fraudulent and pretended organization to be a corporation under said act or any of the franchises and privileges therein and thereby intended to be granted to a corporation organized in good faith according to said act.

10 And that it may be decreed that the said paper purporting to be a survey of a railroad route according to the provisions of said last mentioned act, deposited by said John I. Blair in the office of the Secretary of State, was fraudulently contrived and made in violation of your orators' just and equitable rights and franchises, and for unjust and inequitable ends and objects, and is therefore fraudulent and void; and that the said survey is vague, uncertain, and not sufficiently definite in detail and description to fulfil and comply with the provisions and requirements of said act, and null and void against your orators claiming as aforesaid.

20 And that it may be decreed that said paper purporting to be a survey of a railroad route, and filed by said John I. Blair in the Secretary of State's office as aforesaid, was deposited by the said John I. Blair in said office without authority of any corporation existing or claiming to exist under the provisions of said act entitled "An Act to incorporate the Warren Railroad Company," and is therefore null and void against your orators claiming as aforesaid.

30 And that it may be decreed that the said survey of a route of a railroad from Hackettstown to the Water Gap aforesaid, and so as aforesaid deposited by your orators in the Secretary of State's office on the eighth day of March last, was lawfully deposited in said office before the depositing of the said pretended survey by the said John I. Blair, and was entitled to precedence and priority over the said pretended survey of the said John I. Blair and his confederates, and the first valid acceptance and transfer of a right of way over said route from the State of New-Jersey to any corporation whatsoever; and that, on 40 the filing of the same as aforesaid, the right to apply the said lands therein described to the public uses and purposes in your orators' charter and its several supplements became vested in your orators by virtue of a grant of the same from the State of New-Jersey, accepted and undertaken by your orators.

50 And that it may be decreed that the said indenture pretended by the said John I. Blair to have been executed and delivered by the said Samuel L. Taylor to the said the Warren Railroad Company was procured by false and fraudulent representations of the said John I. Blair

from the said Taylor, and therefore void as against him and your orators claiming under him by valid conveyance; and that the same, if not void for reasons aforesaid, was executed and delivered (if at all) before the said Taylor was seized or possessed of the said lands thereby claimed to be affected, and before he had any power to convey or charge said lands or to give any license in regard to the same, and is therefore void as against your orators claiming as aforesaid.

And that it may be decreed that the said pretended indenture or agreement of the said George Vass, purporting to be signed by him and the said John I. Blair, if executed at all, was executed before the depositing of the said pretended survey of the said John I. Blair in the Secretary of State's office, is not executed by the Warren Railroad Company, and is void as against your orators. 10

And that it may be decreed that the said pretended agreement purporting to have been executed by the said Daniel Lanning, jr., and one Charles Scranton, was not executed by the said The Warren Railroad Company, and was executed, if at all, without authority of said pretended corporation; and that the said several papers purporting to have been executed by the said Taylor, Vass, and Lanning to the Warren Railroad Company may be decreed to be void for the causes hereinbefore stated as against your orators claiming as aforesaid. 20

And that the said John I. Blair, Charles Scranton, James Blair, William P. Clark, James Hiles, George Vass, George Titman, George W. Taylor, Adam Wandling, Jehiel G. Shipman, the Warren Railroad Company, may be perpetually enjoined and restrained from setting up in any Court whatever the said pretended survey, deposited by him as aforesaid, against your orators or any persons claiming under them, and from setting up against your orators in any Court whatever the said several pretended agreements of the said Vass, Taylor and Lanning, or either of them, and from entering upon the said lands or any part thereof so as aforesaid conveyed to your orators by said Taylor, Vass and Lanning respectively, and from using, occupying, excavating, embanking, or attempting or pretending so to do, the said lands under the pretences hereinbefore set forth, and from interfering with or disturbing in any way or manner whatever your orators' possession or right of possession of the said lands, and from having or claiming possession thereof under any of the aforesaid pretended titles or proceedings, or from obstructing in any way or manner whatever your orators in their intended construction of a railroad thereon or in the actual construction thereof, and from interfering with or in any manner obstructing your orators in the construc- 30 40 50

tion of a railroad on any part of the route described in your orators' survey, and from attempting to construct a railroad on any part of said route described in your orators' survey so as to occupy any lands described in your orators' survey; and that your orators may have such other and further relief in the premises as the nature of the case may require, and as shall be agreeable to equity and good conscience, and as to your Honor shall seem meet.

10 May it please your Honor, the premises considered, to grant under your orators, not only a writ of Injunction conformable to the prayer of this Bill of Complaint to be directed to the said John I. Blair, Charles Scranton, James Blair, William P. Clark, James Hiles, George Vass, George Titman, George W. Taylor, Adam Wandling, Jehiel G. Shipman, the Warren Railroad Company, their agents, workmen, and persons in their employ; but also a writ or writs of subpoena to be directed to the said John I. Blair, Jehiel G. Shipman, Charles Scranton, James Blair, William P. Clark, James Hiles, George
20 Vass, George Titman, George W. Taylor, Adam Wandling, the Warren Railroad Company, commanding them and each of them at a certain day, and under a certain penalty therein to be expressed, personally to be and appear in this Court before your Honor to answer the Complainants' Bill, and to do and receive what to your Honor shall seem meet and agreeable to equity and good conscience. And your orators as in duty bound will ever pray, &c.

30 E. W. WHELPLEY,
Sol'r and of Counsel with Complainants.

New-Jersey, ss.:

Abraham R. Day, of full age, being sworn on his oath, saith, that he is now and has been for the last two years in the employ of the Morris and Essex Railroad Company, and while so employed he has been engaged in and upon the location and survey of the route of the said company's railroad from Dover to Hackettstown, and in procuring
40 from the landholders on said route the lands required for said extension, and is well acquainted with the proceedings of said company touching said extension; that he has heard the foregoing Bill of Complaint read over, and understands the contents thereof, and that the facts, matters and things therein contained, so far as relates to his own acts and deeds, are true; and so far as relates to the acts and deeds of other persons, he believes them to be true. That this deponent is well acquainted with the acts and deeds in the said bill charged to have been done by the said John I. Blair and his confederates upon the
50 said tracts of land purchased by said company of the said

Daniel Lanning, jr., Samuel L. Taylor, and George Vass, and with the threats of the said Blair that he intended to proceed and work thereon as in the said bill charged ; that this deponent knows that certain excavations have been made on said lands under the authority and direction of said Blair ; that said excavations have not been made in the way in which such works are usually done upon railroads in course of regular construction, but have been done with a few hands in such way that they appear to have been made not in the regular course of making excavations and embankments, but to have been made for the purpose of occupying the ground and to endeavor to get and retain possession of the lands ; that this deponent served the said several notices in said bill set forth upon the said John I. Blair, and said Blair then declared it to be his intention to go on and work upon said tracts of land therein mentioned as in said bill set forth ; that this deponent, by direction of the complainants, through their solicitor, E. W. Whelpley, Esq., endeavored to find the office of the said company in Belvidere, and made the request for leave to examine the said books of the Warren Railroad Company, or for copies therefrom in regard to the pretended organization, and was denied permission so to do by said Blair and said Shipman ; and this deponent, by the direction of the said Whelpley, made inquiry of one of the commissioners in regard to the proceedings had on the fourth day of March last, at Bridgeville, where the said Warren Railroad Company was pretended to be organized, and that the statements in said bill contained on that subject the deponent believes to be true, and such belief is founded upon facts communicated to deponent by said commissioner, who was one of the persons who opened said books at Bridgeville.

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ABM. R. DAY.

Subscribed and sworn to, July }
1853, before me. }

E. T. HILYER,
Master in Chancery.

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New-Jersey, ss. :

Beach Vanderpool, of full age, being duly sworn on his oath, saith : That he is now and hath been for the last ten years a director and treasurer of the Morris and Essex Railroad Company, and as such director and treasurer is well acquainted with the business and affairs of said company ; that he has heard the foregoing Bill of Complaint read, and is acquainted with the contents thereof, and that the facts, matters and things therein set forth, so far as relates to his own acts and deeds, are true ; and

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so far as relates to the acts and deeds of the said company, and the said defendants and others, he believes them to be true; and this deponent further saith, that the plans and contrivances, acts and deeds of the said John I. Blair and his confederates in said bill set forth, are a very serious hindrance and impediment in the way of the prosecution by said Morris and Essex Railroad Company of their extension to the Delaware Water Gap; that said company have already expended in making the surveys and location of the said extension from Hackettstown to the Delaware Water Gap, and in the purchase of land on said route required for said extension, the sum of fourteen thousand dollars and upward, and that it will not be safe for said company to expend more money upon said route so long as the said John I. Blair, and those acting with him, are permitted to proceed with the unlawful acts and interferences in said Bill of Complaint set forth.

BEACH VANDERPOOL.

20 Subscribed and sworn to, this }
 July 1853, before me. {
 E. T. HILYER,
 Master in Chancery.

New-Jersey, ss.:

Jedediah B. Bassinger, being duly sworn on his oath, saith, that he is now and hath been for the last four years, chief engineer of the Morris and Essex Railroad Company, and as such has had charge of the surveys and location of the extension of the Morris and Essex Railroad from Dover to Hackettstown, and from Hackettstown to the Delaware Water Gap, and is well acquainted with all the facts in relation thereto; that deponent has heard the foregoing Bill of Complaint read, and that he is acquainted with the contents thereof, and more particularly with that part of the contents thereof relating to the several surveys, locations, and constructions therein set forth, and with that part relating to the acts and interferences of the said John I. Blair and his confederates with the route surveyed by deponent for complainants' extension from Hackettstown to the Delaware Water Gap; and deponent saith that the facts, matters, and things in said bill set forth, so far as relate to his own acts and deeds, are true, and so far as relate to the acts and deeds of other persons he believes them to be true.

40 Subscribed and sworn to, this } J. B. BASSINGER.
 day of July, 1853. {
 E. T. HILYER, Master in Chancery.

New-Jersey, ss.:

50 Joel W. Condit, being duly sworn on his oath, saith, that

he is now and has been a director of the Morris and Essex Railroad Company for the last seventeen years, and is now Vice-President of the same, and has always taken an active part in the management of the affairs of said Company, and is well acquainted with the business and concerns thereof during that time; that deponent is a member of the committee having charge of the extension in said Bill of Complaint mentioned; that deponent has heard the foregoing Bill of Complaint read, and believes the facts, matters, and things therein contained to be true. 10

JOEL W. CONDIT.

Subscribed and sworn to, this
day of July, 1853, before me. }

E. T. HILYER, Master in Chancery.

To his Honor, BENJAMIN WILLIAMSON, Chancellor of the State of New-Jersey :

The petition of the Morris and Essex Railroad Company, respectfully sheweth, that your petitioners have filed in this Court their Bill of Complaint against John I. Blair, Jehiel G. Shipman, Charles Scranton, James Blair, William P. Clark, James Hiles, George Vass, George Titman, George W. Taylor, Adam Wandling, and the Warren Railroad Company, praying relief touching the matters therein set forth, and they are advised that the issuing of a writ of Injunction is necessary to their effectual relief. They therefore pray that your Honor will grant them an Injunction agreeably to the prayer of their said Bill. 20

Dated, July 28th, 1853.

E. W. WHELPLEY, Sol'r of Compl'ts. 30

To his Honor, BENJAMIN WILLIAMSON, Chancellor of the State of New-Jersey :

The subscriber, one of the Masters of the Court of Chancery designated by the Chancellor to report upon the propriety of issuing writs of Injunction in the absence of the Chancellor from the city of Trenton, respectfully reports, that having perused the Bill mentioned in the foregoing petition, and the affidavits thereto subjoined, he is of an opinion that an injunction should issue agreeably to the prayer of the Bill. All which is respectfully submitted. 40

Dated, July 28th, 1853.

JAMES EWING, Master in Chancery.

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DESCRIPTION.

- The following is a distinct and separate survey and return of the route as surveyed and adopted by the Morris and Essex Railroad Company for the extension of their railroad from Hackettstown in Warren County to a point on the Delaware River at the Water Gap—a map or plat of which survey is hereunto annexed : Beginning at a stake
- 10 (being the terminus of the survey for the extension of the said railroad from Dover to Hackettstown as recorded in the office of the Secretary of State at Trenton) in the line of lands of Lydia Valentine and those of Caleb Wyckoff, distant eleven chains and twenty-five links on a course north sixty-eight degrees and fifteen minutes west from the corner of the said Wyckoff and John Dickerman, in the road leading from Hackettstown to Rockport, and twelve chains and forty-three links on a course south sixty-eight degrees and fifteen minutes east from the corner of said
- 20 Wyckoff and John Shields, in said Valentine's line; and runs thence (across the lands of the said Caleb Wyckoff) south forty-one degrees and fifty minutes, west twenty-five chains and thirteen links, to a stake in the line of lands of the said Wyckoff and those of David Shields, distant eleven chains and thirty-two links on a course south fifty-two degrees east from a corner of said Wyckoff and David Shields, in the line of David and John Shields. Thence it continues (across the lands of the said David Shields) south forty-one degrees and fifty minutes, west twenty-one
- 30 chains and fifty-two links, to a stake in the line of lands of said Shields and those of Mary Wyckoff, distant six chains and six links on a course north fifty-two degrees and fifteen minutes west from a corner of said Mary Wyckoff and Samuel Stewart in said David Shields' line, and in the road from Hackettstown to Rockport. Thence it continues (across the lands of the said Mary Wyckoff) south forty-one degrees and fifty minutes, west nineteen chains and eighty-four links, to a stake in the line of her lands and those of William Osmun, distant five chains and forty-five
- 40 links on a course north fifty-four degrees and thirty minutes west from the corner of Samuel Stewart and Mary Wyckoff in said Osmun's line, and in the aforesaid Rockport road. Thence it continues (across the lands of the said William Osmun) south forty-one degrees and fifty minutes, west thirty chains and eighty-five links, to a stake in the line of his lands and those of John Osmun, distant ninety-eight links on a course south forty-one degrees and thirty minutes east from a point in their line, and in the middle of the aforesaid road from Hackettstown to
- 50 Rockport. Thence it continues (across the lands of said

John Osmun) south forty-one degrees and fifty minutes, west fifteen chains and fifty-one links, to a stake in the line of his lands and those of Charles Stewart, and in the middle of the Newbury road, distant eight chains and fifty-eight links on a course south twenty-nine degrees and twenty minutes east from a point in their line in the middle of the aforesaid road from Hackettstown to Rockport. Thence it continues (across the lands of Charles Stewart) south forty-one degrees and fifty minutes, west eighteen chains and seventy-nine links, to a stake in the line of his lands and those of Thomas Stewart, distant thirty-two chains and sixty-five links on a course north forty-four degrees and twenty-five minutes west from the most easterly corner of said Thomas and Charles Stewart in the line of John White. Thence it continues (across the lands of Thomas Stewart) south forty-one degrees and fifty minutes, west four chains and thirty-six links; thence south forty-two degrees and five minutes, west one chain; thence south forty-two degrees and thirty-five minutes, west one chain; thence south forty-three degrees and five minutes, west one chain; thence south forty-three degrees and thirty-five minutes, west one chain; thence south forty-four degrees and five minutes, west one chain; thence south forty-four degrees and thirty-five minutes, west one chain; thence south forty-five degrees and five minutes, west one chain; thence south forty-five degrees and thirty-five minutes, west one chain; thence south forty-six degrees and five minutes, west one chain; thence south forty-six degrees and thirty-five minutes, west one chain; thence south forty-seven degrees and five minutes, west one chain; thence south forty-seven degrees and thirty-five minutes, west one chain; thence south forty-eight degrees and five minutes, west one chain; thence south forty-eight degrees and thirty-five minutes, west one chain; thence south forty-nine degrees and ten minutes, west one chain; thence south forty-nine degrees and fifty minutes, west one chain; thence south fifty degrees and thirty minutes, west one chain; thence south fifty-one degrees and ten minutes, west one chain; thence south fifty-one degrees and fifty minutes, west one chain; thence south fifty-two degrees and thirty minutes, west one chain; thence south fifty-three degrees and ten minutes, west one chain; thence south fifty-three degrees and fifty minutes, west one chain; thence south fifty-four degrees and thirty minutes, west sixteen links, to a stake in the line of lands of the said Thomas Stewart and those of Charles Stewart, distant sixteen chains and thirty-nine links on a course north thirty-four degrees and twenty minutes west from the most southerly corner of said Thomas and Charles Stewart in the line of John White. Thence it continues (across the

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- lands of the said Charles Stewart) south fifty-four degrees and thirty minutes, west eighty-four links; thence south fifty-five degrees and ten minutes, west one chain; thence south fifty-five degrees and fifty minutes, west one chain; thence south fifty-six degrees and thirty minutes, west one chain; thence south fifty-seven degrees and ten minutes, west one chain; thence south fifty-seven degrees and fifty minutes, west one chain; thence south fifty-eight degrees and thirty minutes, west one chain; thence south fifty-nine degrees and ten minutes, west one chain; thence south fifty-nine degrees and forty-five minutes, west one chain; thence south sixty degrees, west nine chains and thirty-one links, to a stake in the road from Charles Stewart's to Beattytown, and in the line of land of the said Charles Stewart and those of William Stewart, distant two chains and twenty-six links on a course north fifty-two degrees and fifty minutes west from the south-westerly corner of the said Charles Stewart, being in the aforesaid road.
- 10 Thence it continues (across the lands of the said William Stewart) south sixty degrees, west twenty-two chains and forty-two links, to a stake in the line of lands of the said William Stewart and those of Roswell Downing, distant one chain and ten links on a course north twenty-five degrees and fifteen minutes west from a white oak tree corner to William and Thomas Stewart in said Downing's line. Thence it continues (across the lands of the said Roswell Downing) south sixty degrees, west five chains and twenty-four links, to a stake in the line of lands of the said Downing and those of Thomas Stewart, distant
- 20 nine chains and eight links on a course north twenty-four degrees and forty-five minutes west from a corner of said Downing and Thomas Stewart, in the line of lands of Elisha Osmun. Thence it continues (across the lands of the said Thomas Stewart) south sixty degrees, west five chains and twenty links, to a stake in the line of lands of the said Thomas Stewart and those of William Stewart, distant nine chains and twenty-five links on a course north twenty-five degrees and fifteen minutes west from their corner in the line of Elisha Osmun. Thence it continues
- 30 (across the lands of William Stewart) south sixty degrees, west fifteen chains and seventy links, to a stake in the line of lands of the said William Stewart and those of William White, distant eighteen chains and fifty-eight links from their corner in Elisha Osmun's line. Thence it continues (across the lands of William White) south sixty degrees, west nineteen chains and nine links, to a stake in the line of lands of the said William White and those of Abner Rittenhouse, distant six links on a course north thirty degrees and thirty minutes west from
- 40 the corner of the said Rittenhouse and Jacob Martenas, in
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the road leading from Rockport to Beattystown, and in the
 line of William White. Thence it continues (across the
 lands of the said Abner Rittenhouse) south sixty degrees,
 west twelve chains and ten links, to a stake in the line of
 lands of the said Rittenhouse and those of Jacob Martenas,
 distant sixty-five links on a course north eighteen degrees
 and thirty minutes west from the southerly corner of said
 Rittenhouse, being also a corner of said Martenas. Thence
 it continues (across the lands of the said Jacob Martenas)
 south sixty degrees, west twenty-three chains and ninety 10
 links, to a stake in the line of lands of the said Martenas
 and those of James White, distant five chains and eighty-
 three links on a course south thirty-three degrees and
 fifteen minutes east from a corner of said Martenas and
 Joseph White in James White's line. Thence it continues
 (across the lands of James White) south sixty degrees,
 west eighteen chains and fifty-eight links, to a stake in the
 line of lands of the said James White and those of David
 C. Davis in the road from said Davis' to Beattystown, and
 distant thirteen chains and fifteen links on a course south 20
 thirty-nine degrees and fifty minutes east from the south-
 easterly corner of the canal bridge on the said road. Thence
 it continues (across the lands of the said David C. Davis)
 south sixty degrees, west fifty chains and seven links, to a
 stake in the line of lands of the said Davis and those of
 Simon F. Wyckoff, distant thirty-five links from a planted
 stone corner of said Davis and Wyckoff, on the westerly
 bank of the Morris Canal. Thence it continues (across the
 lands of said Simon F. Wyckoff) south sixty degrees, west 30
 thirty-nine links; thence south fifty-nine degrees and forty
 minutes, west one chain; thence south fifty-eight degrees
 and forty minutes, west one chain; thence south fifty-seven
 degrees and twenty minutes, west one chain; thence south
 fifty-six degrees, west one chain; thence south fifty-four
 degrees and forty minutes, west one chain; thence south
 fifty-three degrees and twenty minutes, west one chain;
 thence south fifty-two degrees, west one chain; thence
 south fifty degrees and forty minutes, west one chain;
 thence south forty-nine degrees and twenty minutes, west
 one chain; thence south forty-eight degrees and twenty 40
 minutes, west one chain; thence south forty-seven degrees
 and fifty minutes, west one chain; thence south forty-seven
 degrees and thirty minutes, west one chain; thence south
 forty-seven degrees and ten minutes, west one chain; thence
 south forty-six degrees and fifty minutes, west one chain;
 thence south forty-six degrees and thirty minutes, west
 one chain; thence south forty-six degrees and twenty
 minutes, west nineteen links, to a stake in the line of lands
 of the said Wyckoff and those of Samuel Ramsey, distant
 ninety-four links on a course north forty-eight degrees and 50

- fifteen minutes west from their stone heap corner on the northwesterly side of the Morris Canal. Thence it continues (across the lands of the said Samuel Ramsey) south forty-six degrees and twenty minutes, west sixteen chains and ninety-nine links, to a stake in the line of lands of the said Ramsey and those of Jacob Beatty, distant one chain and thirty-three links on a course north twenty-four degrees and fifteen minutes west from their most easterly corner, being a stone heap on the southeasterly side of the road
- 10 from Hackettstown to Port Murray. Thence it continues (across the lands of the said Jacob Beatty) south forty-six degrees and twenty minutes, west seven chains and eighty-one links; thence south forty-six degrees, west one chain; thence south forty-five degrees and twenty minutes, west one chain; thence south forty-four degrees and forty minutes, west one chain; thence south forty-four degrees, west one chain; thence south forty-three degrees and twenty minutes, west one chain; thence south forty-two degrees and forty minutes, west one chain; thence south
- 20 forty-two degrees, west four links, to a stake in the line of lands of the said Beatty and Samuel Ramsey, distant ninety-one links on a course north twenty-eight degrees and thirty minutes west from a stone heap corner to said Beatty and Ramsey, and also to George Phillips, near the berme bank of the Morris Canal. Thence it continues (across the lands of the said Samuel Ramsey) south forty-two degrees, west ninety-six links; thence south forty-one degrees and twenty minutes, west one chain; thence south forty degrees and forty minutes, west one chain; thence
- 30 south forty degrees, west one chain; thence south thirty-nine degrees and twenty minutes, west one chain; thence south thirty-nine degrees, west one chain and forty-four links, to a stake in the line of said Ramsey and George Phillips, distant three chains and fifty-seven links on a course north forty-eight degrees and thirty minutes east from their corner, being a stone heap on the southeasterly side of the road leading from Hackettstown to Port Murray. Thence it continues (across the lands of the said George Phillips) south thirty-nine degrees, west three chains and
- 40 fifty-six links, to a stake in the line of lands of the said Phillips and of other lands of Samuel Ramsey, distant sixty-one links on a course south forty-two degrees and ten minutes east from the corner of the said Ramsey and Phillips above described. Thence it continues (across the lands of the said Samuel Ramsey) south thirty-nine degrees, west seventeen chains; thence south thirty-nine degrees and twenty minutes, west one chain; thence south forty degrees west, one chain; thence south forty degrees and forty minutes west, one chain; thence south
- 50 forty-one degrees and twenty minutes, west one chain;

thence south forty-two degrees, west one chain ; thence
 south forty-two degrees and forty minutes, west one chain ;
 thence south forty-three degrees and twenty minutes, west
 one chain ; thence south forty-four degrees, west one chain ;
 thence south forty-four degrees and forty minutes, west
 one chain ; thence south forty-five degrees and twenty
 minutes, west one chain ; thence south forty-six degrees,
 west one chain ; thence south forty-six degrees and forty
 minutes, west one chain ; thence south forty-seven degrees
 and twenty minutes, west one chain ; thence south forty
 eight degrees, west one chain ; thence south forty-eight
 degrees and forty minutes, west one chain ; thence
 south forty-nine degrees and twenty minutes west one
 chain ; thence south fifty degrees, west one chain ; thence
 south fifty degrees and twenty minutes, west fourteen
 chains ; thence south fifty degrees and fifty minutes, west
 one chain ; thence south fifty-two degrees and five minutes,
 west one chain ; thence south fifty-three degrees and thirty-
 five minutes, west one chain ; thence south fifty-five de-
 grees and five minutes, west one chain ; thence south
 fifty-six degrees and thirty-five minutes, west one chain ;
 thence south fifty-eight degrees and five minutes, west one
 chain ; thence south fifty-nine degrees and thirty-five
 minutes, west one chain ; thence south sixty-one degrees
 and five minutes, west one chain ; thence south sixty-three
 degrees and five minutes, west one chain ; thence south
 sixty-five degrees and thirty-five minutes, west one chain ;
 thence south sixty-eight degrees and five minutes, west
 one chain ; thence south seventy degrees and thirty-five
 minutes, west one chain ; thence south seventy-three de-
 grees and five minutes, west one chain ; thence south sev-
 enty-five degrees and thirty-five minutes, west one chain ;
 thence south seventy-eight degrees and five minutes, west
 one chain ; thence south eighty degrees and thirty-five
 minutes, west one chain ; thence south eighty-three de-
 grees and five minutes, west one chain ; thence south
 eighty-five degrees and thirty-five minutes west one
 chain ; thence south eighty-eight degrees and five minutes,
 west one chain ; thence north eighty-nine degrees and
 twenty-five minutes, west one chain ; thence north eighty-
 six degrees and fifty-five minutes, west one chain ; thence
 north eighty-four degrees and twenty-five minutes, west
 three links, to a stake in the line of lands of the said
 Samuel Ramsey and those of Aaron Bryant distant two
 chains and twelve links on a course south fifty degrees
 and thirty minutes east from an old stump on the road-
 side west of the church at Port Murray, being a corner
 to said Samuel Ramsey, Barney Bigler, Aaron Bryant,
 and Theodore Bigler. Thence it continues (across the
 lands of the said Aaron Bryant) north eighty-four degrees

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- and twenty-five minutes, west ninety-seven links; thence north eighty-one degrees and fifty-five minutes, west one chain; thence north seventy-nine degrees and twenty five minutes west one chain; thence north seventy-six degrees and fifty-five minutes, west one chain; thence north seventy-four degrees and twenty-five minutes, west one chain; thence north seventy-one degrees and fifty-five minutes, west one chain; thence north sixty-nine degrees and twenty-five minutes, west one chain; thence north sixty-six degrees and fifty-five minutes, west one chain; thence north sixty-four degrees and forty-five minutes, west one chain; thence north sixty-two degrees and fifty-five minutes, west one chain; thence north sixty-one degrees and forty minutes, west one chain, to a stake in the road through Port Murray Gap and in the line of lands of the said Aaron Bryant and those of Theodorus Bigler, distant nine chains and three links on a course north seventy-seven degrees and forty-five minutes west from the stump corner above described as common to the said
- 10 Bryant, Barney and Theodorus Bigler and Samuel Ramsey. Thence it continues (across the lands of the said Theodorus Bigler) north sixty degrees and fifty-five minutes, west one chain; thence north sixty degrees and twenty-five minutes, west one chain; thence north fifty-nine degrees and fifty-five minutes, west one chain; thence north fifty-nine degrees and twenty-five minutes, west one chain; thence north fifty-nine degrees and ten minutes, west twelve chains; thence north fifty-eight degrees and forty minutes, west one chain; thence north fifty-seven degrees and forty
- 20 minutes, west one chain; thence north fifty-six degrees and forty minutes, west one chain; thence north fifty-five degrees and forty minutes, west one chain; thence north fifty-four degrees and forty minutes, west one chain; thence north fifty-three degrees and forty minutes, west one chain; thence north fifty-two degrees and forty minutes, west one chain; thence north fifty-one degrees and forty minutes, west twenty-nine links to a stake in the line of Theodorus Bigler and Jacob Marlatt. Thence it continues (across the lands of Jacob Marlatt) north fifty-one degrees and forty minutes, west seventy-one links; thence north
- 30 fifty degrees and forty minutes, west one chain; thence north forty-nine degrees and forty minutes, west one chain; thence north forty-eight degrees and forty minutes, west one chain; thence north forty-seven degrees and forty minutes, west one chain; thence north forty-six degrees and forty minutes, west one chain; thence north forty-five degrees and forty minutes, west one chain; thence north forty-four degrees and forty minutes, west one chain; thence north forty-three degrees and forty minutes, west
- 40 one chain; thence north forty-two degrees and forty min-
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utes, west one chain ; thence north forty-one degrees and
 forty minutes, west one chain ; thence north forty degrees
 and forty minutes, west one chain ; thence north thirty-
 nine degrees and forty minutes, west one chain ; thence
 north thirty-eight degrees and forty minutes, west one
 chain ; thence north thirty-eight degrees and ten minutes,
 west seven chains and seventy-seven links, to a stake in the
 line of the lands of Jacob Marlatt and those of Jeremiah Mar-
 latt, distant three chains and eighty-four links on a course
 north sixty-four degrees and fifteen minutes east from the cor- 10
 ner of the said Jacob and Jeremiah Marlatt in Samuel Ram-
 sey's line, and in the road leading from Port Murray to
 Taylor's mill. Thence it continues (across the lands of Jere-
 miah Marlatt) north thirty-eight degrees and ten minutes,
 west three chains and twenty-three links ; thence north thirty-
 eight degrees and fifty-five minutes, west one chain ; thence
 north forty degrees and forty minutes, west one chain ;
 thence north forty-two degrees and forty minutes, west one
 chain ; thence north forty-four degrees and forty minutes,
 west one chain ; thence north forty-six degrees and forty 20
 minutes, west one chain ; thence north forty-eight degrees
 and forty minutes, west ninety-three links, to a stake in the
 line of lands of said Jeremiah Marlatt and those of Eliza-
 beth Widener and the heirs of William Widener, deceased,
 distant eleven chains and fifty-one links on a course north
 sixty-five degrees and thirty minutes east from a corner
 to the said Jeremiah Marlett and the said Wideners in
 James McCrea's line. Thence it continues (across the
 lands of the said Elizabeth Widener and the heirs of Wil- 30
 liam Widener, deceased) north forty-eight degrees and
 forty minutes, west seven links ; thence north fifty degrees
 and forty minutes, west one chain ; thence north fifty-two
 degrees and forty minutes, west one chain ; thence north
 fifty-four degrees and forty minutes, west one chain ;
 thence north fifty-six degrees and forty minutes, west one
 chain ; thence north fifty-eight degrees and forty minutes,
 west one chain ; thence north sixty degrees and forty
 minutes, west one chain ; thence north sixty-two degrees
 and forty minutes, west one chain ; thence north sixty-four 40
 degrees and forty minutes, west one chain ; thence north
 sixty-six degrees and forty minutes, west sixty-seven links,
 to a stake in the line of lands of the said Wideners and
 those of Samuel Mitchell. Thence it continues (across the
 lands of the said Samuel Mitchell) north sixty-six degrees
 and forty minutes, west thirty-three links ; thence north
 sixty-eight degrees and forty minutes, west one chain ;
 thence north seventy degrees and forty minutes, west one
 chain ; thence north seventy-two degrees and forty minutes,
 west one chain ; thence north seventy-four degrees and
 forty minutes, west one chain ; thence north seventy-six 50

degrees and forty minutes, west one chain; thence north seventy-eight degrees and forty minutes, west forty-three links, to a stake in the line of lands of the said Samuel Mitchell and those of James McCrea, distant four chains and ten links on a course north twelve degrees west from a corner to lands of Elizabeth Widener and the heirs of William Widener, and those of Samuel Mitchell in James McCrea's line. Thence it continues (across the lands of the said James McCrea) north seventy-eight degrees and

10 forty minutes, west fifty-seven links; thence north eighty degrees and forty minutes, west one chain; thence north eighty-two degrees and forty minutes, west one chain; thence north eighty-four degrees and forty minutes, west one chain; thence north eighty-six degrees and forty minutes, west one chain; thence north eighty-eight degrees and forty minutes, west one chain; thence south eighty-nine degrees and twenty minutes, west one chain; thence south eighty-seven degrees and twenty minutes, west one chain; thence south eighty-five degrees and twenty minutes, west one chain; thence south eighty-three degrees and twenty minutes, west one chain; thence south eighty-one degrees and twenty minutes, west one chain; thence south seventy-nine degrees and twenty minutes, west one chain; thence south seventy-seven degrees and twenty minutes, west one chain; thence south seventy-five degrees and twenty minutes, west one chain; thence south seventy-three degrees and twenty minutes, west one chain; thence south seventy-one degrees and twenty minutes, west one chain; thence south sixty-nine degrees and

20 twenty minutes, west one chain; thence south sixty-seven degrees and twenty minutes, west one chain; thence south sixty-five degrees and twenty minutes, west one chain; thence south sixty-three degrees and twenty minutes, west one chain; thence south sixty-one degrees and twenty minutes, west one chain; thence south fifty-nine degrees and twenty minutes, west one chain; thence south fifty-seven degrees and twenty minutes, west one chain; thence south fifty-five degrees and twenty minutes, west one chain; thence south fifty-three degrees and twenty minutes, west

30 one chain; thence south fifty-one degrees and thirty minutes, west one chain; thence south fifty degrees and five minutes, west one chain; thence south forty-nine degrees, west one chain; thence south forty-eight degrees and thirty minutes, west three chains and seventy-three links, to a stake in the line of lands of James McCrea and those of George W. Taylor, distant four chains and fifty-seven links on a course south forty-six degrees east from a corner of said James McCrea and Jacob Petty in said Taylor's line. Thence it continues (across the lands of the said George

40 W. Taylor) south forty-eight degrees and thirty minutes,

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west twenty-seven links; thence south forty-nine degrees, west one chain; thence south fifty degrees and fifteen minutes, west one chain; thence south fifty-one degrees and forty-five minutes, west one chain; thence south fifty-three degrees and fifteen minutes, west one chain; thence south fifty-four degrees and forty-five minutes, west one chain; thence south fifty-six degrees and fifteen minutes, west one chain; thence south fifty-seven degrees and forty-five minutes, west one chain; thence south fifty-nine degrees and fifteen minutes, west one chain; thence south sixty degrees and forty-five minutes, west one chain; thence south sixty-two degrees and fifteen minutes, west one chain; thence south sixty-three degrees and forty-five minutes, west one chain; thence south sixty-five degrees and fifteen minutes, west one chain; thence south sixty-six degrees and forty-five minutes, west one chain; thence south sixty-eight degrees and fifteen minutes, west one chain; thence south sixty-nine degrees and forty-five minutes, west one chain; thence south seventy-one degrees and fifteen minutes, west one chain; thence south seventy-two degrees and thirty minutes, west one chain; thence south seventy-three degrees, west nine chains and ninety-three links, to a stake in the line of lands of said George W. Taylor, and those of James Jordan, distant fifty-two links on a course south twenty-nine degrees and forty-five minutes east from a chestnut tree standing in their line. Thence it continues (across the lands of James Jordan) south seventy-three degrees, west eighteen chains and nineteen links, to a stake in the line of lands of said Jordan, and those of Benjamin Winters, distant nine chains and ninety-seven links on a course south twenty-nine degrees and fifteen minutes east from a stake in the middle of the road leading from Taylor's Mill to Washington, where their line crosses the same. Thence it continues (across the lands of Benjamin Winters) south seventy-three degrees, west six chains and eighty-eight links; thence south seventy-three degrees and thirty minutes, west one chain; thence south seventy-five degrees, west sixty-four links, to a stake in the line of said Winters, and of Fanton Quigley, distant four chains and seven links on a course south thirty degrees and ten minutes east from the centre of the road last above described, where their line crosses the same. Thence it continues (across the lands of the said Fanton Quigley) south seventy-five degrees, west thirty-six links; thence south seventy-seven degrees, west one chain; thence south seventy-nine degrees, west one chain; thence south eighty-one degrees, west one chain; thence south eighty-three degrees, west one chain; thence south eighty-five degrees, west one chain; thence south eighty-seven degrees, west one chain; thence south eighty-

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- nine degrees, west one chain; thence north eighty-nine degrees, west one chain; thence north eighty-seven degrees, west twenty-nine links, to a stake in the line of lands of the said Quigley and those of William Garner, distant one chain and twenty-one links on a course north thirty-one degrees and fifteen minutes west from the most westerly corner of said Quigley's house. Thence it continues (across the lands of the said William Garner) north eighty-seven degrees, west seventy-one links; thence north eighty-five
- 10 degrees, west one chain; thence north eighty-three degrees and thirty minutes, west one chain; thence north eighty-three degrees, west forty chains and ninety-six links, to a stake in the line of lands of the said Garner and those of Andrew Miller, distant nineteen chains and ten links on a course south twenty-eight degrees east from their corner in the line of Charles Scranton. Thence it continues (across the lands of the said Andrew Miller) north eighty-three degrees, west thirty-two chains and seventeen links, to a
- 20 stake in the line of lands of the said Miller and those of Charles Scranton, distant two chains and twenty-three links on a course north sixty-one degrees east from their corner in John K. Wyckoff's line. Thence it continues (across the lands of the said Charles Scranton) north eighty-three degrees, west two chains and seventy-seven links, to a stake in the line of lands of the said Scranton and those of John K. Wyckoff, distant one chain and sixty-three links on a course north thirty-one degrees west from the corner of said Scranton and Miller above-mentioned. Thence it continues (across the lands of the said John K.
- 30 Wyckoff) north eighty-three degrees, west twenty-two chains and seventy-nine links, to a stake in the line of lands of said Wyckoff, and of other lands of the said Charles Scranton, distant four chains and thirty-four links on a course north sixty-seven degrees and fifteen minutes east from a stump on the south-west side of the road leading from Oxford Furnace to Port Colden corner to said Wyckoff and William Garner, and fifteen chains and forty-one links from a stone corner to said Scranton and Wyckoff. Thence it continues (across the lands of said Charles
- 40 Scranton) north eighty-three degrees, west three chains and eight links; thence north eighty-two degrees and thirty minutes, west one chain; thence north eighty-one degrees, west one chain; thence north seventy-nine degrees, west one chain; thence north seventy-seven degrees, west one chain; thence north seventy-five degrees, west one chain; thence north seventy-three degrees, west one chain; thence north seventy-one degrees, west one chain; thence north sixty-nine degrees, west one chain; thence north sixty-seven degrees, west one chain; thence north
- 50 sixty-five degrees, west one chain; thence north sixty-

three degrees, west one chain; thence north sixty-one
 degrees, west one chain; thence north fifty-nine degrees,
 west one chain; thence north fifty-seven degrees, west
 one chain; thence north fifty-five degrees, west one
 chain; thence north fifty-three degrees, west one chain;
 thence north fifty-one degrees, west one chain; thence
 north forty-eight degrees and forty-five minutes, west one
 chain; thence north forty-six degrees and fifteen minutes,
 west one chain; thence north forty-three degrees and
 forty-five minutes, west one chain; thence north forty-one
 degrees and fifteen minutes, west one chain; thence
 north thirty-eight degrees and forty-five minutes, west one
 chain; thence north thirty-six degrees and fifteen minutes,
 west one chain; thence north thirty-three degrees and
 forty-five minutes, west one chain; thence north thirty-
 one degrees and fifteen minutes, west one chain; thence
 north twenty-eight degrees and forty-five minutes, west
 one chain; thence north twenty-six degrees and fifteen min-
 utes, west one chain; thence north twenty-three degrees and
 forty-five minutes, west one chain; thence north twenty-one
 degrees and fifteen minutes, west one chain; thence north
 eighteen degrees and forty-five minutes, west one chain;
 thence north sixteen degrees and thirty minutes, west one
 chain; thence north fifteen degrees, west one chain; thence
 north fourteen degrees and thirty minutes, west nine chains
 and forty-one links to a stake in the line of lands of the said
 Charles Scranton and those of John Pierson, distant two
 chains and fifty links on a course north sixty-nine degrees
 east from a corner to their lands on the east side of the
 road from Oxford Furnace to Port Colden. Thence it con-
 tinues (across the lands of the said John Pierson) north
 fourteen degrees and thirty minutes, west one chain and
 fifty-nine links; thence north fifteen degrees, west one
 chain; thence north sixteen degrees and thirty minutes,
 west one chain; thence north eighteen degrees and thirty
 minutes, west one chain; thence north twenty degrees
 and thirty minutes, west one chain; thence north twenty-
 two degrees and thirty minutes, west one chain; thence
 north twenty-four degrees and thirty minutes, west one
 chain; thence north twenty-six degrees and thirty minutes,
 west one chain; thence north twenty-eight degrees and thirty
 minutes, west one chain; thence north thirty degrees and
 thirty minutes, west one chain; thence north thirty-two
 degrees and thirty minutes, west twenty-one links to a
 stake in the line of lands of the said John Pierson and
 those of Daniel Lanin, junior, distant four chains and six
 links on a course north seventy-eight degrees east from
 their corner in Charles Scranton's line, and in the road
 leading from Oxford Furnace to Port Colden. Thence it
 continues (across the lands of the said Daniel Lanin) north

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- thirty-two degrees and thirty minutes, west seventy-nine links; thence north thirty-four degrees and thirty minutes, west one chain; thence north thirty-six degrees and thirty minutes, west one chain; thence north thirty-eight degrees and thirty minutes, west one chain; thence north forty degrees and thirty minutes, west one chain; thence north forty-two degrees and thirty minutes, west one chain; thence north forty-four degrees and thirty minutes, west one chain; thence north thirty-six degrees and thirty minutes, west one chain; thence north forty-eight degrees and thirty minutes, west one chain; thence north fifty degrees and thirty minutes, west one chain; thence north fifty-two degrees and thirty minutes, west one chain; thence north fifty-four degrees and thirty minutes, west sixty links, to a stake in the line of lands of the said Daniel Lanin, and those of William R. Pittinger, distant four chains and thirteen links on a course north fifty-five degrees east from their corner in the middle of the road from Oxford Furnace to Port Colden.
- 20 Thence it continues (across the lands of the said William R. Pittinger) north fifty-four degrees and thirty minutes, west forty links; thence north fifty-six degrees and thirty minutes, west one chain; thence north fifty-eight degrees and thirty minutes, west one chain; thence north sixty degrees and thirty minutes, west one chain; thence north sixty-two degrees and thirty minutes, west one chain; thence north sixty-four degrees and thirty minutes, west one chain; thence north sixty-six degrees and thirty minutes, west one chain; thence north sixty-eight degrees and thirty minutes, west one chain; thence north seventy degrees and thirty minutes, west one chain; thence north seventy-two degrees and thirty minutes, west one chain; thence north seventy-four degrees, west one chain; thence north seventy-four degrees and thirty minutes, west seven chains; thence north seventy-four degrees, west one chain; thence north seventy-two degrees and forty-five minutes, west one chain; thence north seventy-one degrees and fifteen minutes, west one chain; thence north sixty-nine degrees and forty-five minutes, west one chain; thence north sixty-eight degrees and fifteen minutes, west one chain; thence north sixty-six degrees and forty-five minutes, west forty-four links, to a stake in the line of lands of the said Pittinger, and those of Charles Scranton, distant four chains and fifty-six links on a course north thirty degrees and thirty minutes east from their corner in the middle of the road from Oxford Furnace to Port Colden. Thence it continues (across the lands of the said Charles Scranton) north sixty-six degrees and forty-five minutes, west fifty-six links; thence
- 40 north sixty-five degrees and fifteen minutes, west one
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chain; thence north sixty-three degrees and forty-five
 minutes, west one chain; thence north sixty-two degrees
 and fifteen minutes, west one chain; thence north sixty
 degrees and forty-five minutes, west one chain; thence
 north fifty-nine degrees and fifteen minutes, west one
 chain; thence north fifty-seven degrees and forty-five
 minutes, west one chain; thence north fifty-six degrees
 and fifteen minutes, west one chain; thence north fifty-
 four degrees and forty-five minutes, west one chain;
 thence north fifty-three degrees and fifteen minutes, west 10
 one chain; thence north fifty-one degrees and forty-five
 minutes, west one chain; thence north fifty degrees and
 fifteen minutes, west one chain; thence north forty-eight
 degrees and forty-five minutes, west one chain; thence
 north forty-seven degrees and fifteen minutes, west one
 chain; thence north forty-five degrees and forty-five min-
 utes, west one chain; thence north forty-four degrees and
 fifteen minutes, west one chain; thence north forty-two
 degrees and forty-five minutes, west one chain; thence
 north forty degrees and forty-five minutes, west one 20
 chain; thence north thirty-eight degrees and fifteen min-
 utes, west one chain; thence north thirty-five degrees and
 forty-five minutes, west one chain; thence north thirty-
 three degrees and fifteen minutes, west one chain; thence
 north thirty degrees and forty-five minutes, west one
 chain; thence north twenty-eight degrees and fifteen
 minutes, west one chain; thence north twenty-five de-
 grees and forty-five minutes, west one chain; thence
 north twenty-three degrees and fifteen minutes, west one
 chain; thence north twenty degrees and forty-five min- 30
 utes, west one chain; thence north eighteen degrees and
 fifteen minutes, west one chain; thence north fifteen de-
 grees and forty-five minutes, west one chain; thence north
 thirteen degrees and fifteen minutes, west one chain;
 thence north ten degrees and forty-five minutes, west one
 chain; thence north eight degrees and fifteen minutes,
 west one chain; thence north five degrees and forty-five
 minutes, west one chain; thence north three degrees and
 fifteen minutes, west ninety links, to a stake in the line of 40
 lands of the said Charles Scranton, and those of Henry
 Young, distant three chains and fifty links on a course
 north forty-six degrees west from the middle of the road
 leading from Oxford Furnace to Tounsbury. Thence it
 continues (across the lands of the said Henry Young)
 north three degrees and fifteen minutes, west ten links;
 thence north forty-five minutes, west one chain; thence
 north one degree and forty-five minutes, east one chain;
 thence north four degrees and fifteen minutes, east one
 chain; thence north six degrees and forty-five minutes,
 east one chain; thence north nine degrees and fifteen 50

- minutes, east one chain ; thence north eleven degrees and forty-five minutes, east one chain ; thence north fourteen degrees and fifteen minutes, east one chain ; thence north sixteen degrees and forty-five minutes, east one chain ; thence north nineteen degrees and fifteen minutes, east one chain ; thence north twenty-one degrees and forty-five minutes, east one chain ; thence north twenty-four degrees and fifteen minutes, east one chain ; thence north twenty-six degrees and forty-five minutes, east one chain ; thence
- 10 north twenty-eight degrees and forty-five minutes, east one chain ; thence north thirty degrees, east one chain ; thence north thirty degrees and thirty minutes, east one chain and fifty-three links, to a stake in the line of lands of said Henry Young and those of David Smith and Garret Smith, distant three chains and twenty links on a course north sixty-two degrees west from the middle of the aforesaid roads from Oxford Furnace to Tounsbury. Thence it continues (across the lands of the said David Smith and Garret Smith) north thirty degrees and thirty
- 20 minutes, east five chains and forty-seven links ; thence north thirty degrees, east one chain ; thence north twenty-eight degrees and thirty minutes, east one chain ; thence north twenty-seven degrees, east one chain ; thence north twenty-five degrees and thirty minutes, east one chain ; thence north twenty-four degrees, east one chain ; thence north twenty-two degrees and thirty minutes, east one chain ; thence north twenty-one degrees, east one chain ; thence north nineteen degrees and thirty minutes, east one chain ; thence north eighteen degrees, east one chain ;
- 30 thence north sixteen degrees and thirty minutes, east one chain ; thence north fifteen degrees, east one chain ; thence north thirteen degrees and thirty minutes, east one chain ; thence north eleven degrees and forty-five minutes, west one chain ; thence north nine degrees and forty-five minutes, east one chain ; thence north seven degrees and forty-five minutes, east one chain ; thence north five degrees and forty-five minutes, east one chain ; thence north three degrees and forty-five minutes, east one chain ; thence north one degree and forty-five minutes, east one chain ; thence
- 40 north fifteen minutes, west one chain ; thence north two degrees and fifteen minutes, west one chain ; thence north four degrees and fifteen minutes, west one chain ; thence north six degrees and fifteen minutes, west one chain ; thence north eight degrees and fifteen minutes, west one chain ; thence north ten degrees and fifteen minutes, west one chain ; thence north twelve degrees and fifteen minutes, west one chain ; thence north fourteen degrees and fifteen minutes, west ninety-six links, to a stake in the line of lands of the said David and Garret Smith and those of
- 50 Aaron Smith, distant four chains and twenty-eight links

on a course south eighty-eight degrees and thirty minutes
 west from the corner to said David and Garret Smith and
 to Aaron Smith, in the middle of the road leading from
 Oxford Furnace to Butzville. Thence it continues (across
 the lands of Aaron Smith) north fourteen degrees and fif-
 teen minutes, west four links; thence north sixteen degrees
 and fifteen minutes, west one chain; thence north eighteen
 degrees and fifteen minutes, west one chain; thence north
 twenty degrees and fifteen minutes, west one chain; thence
 north twenty-two degrees and fifteen minutes, west one
 chain; thence north twenty-four degrees and fifteen
 minutes, west one chain; thence north twenty-six degrees
 and fifteen minutes, west one chain; thence north twenty-
 seven degrees and forty-five minutes, west one chain;
 thence north twenty-eight degrees and fifteen minutes,
 west thirty-eight chains and twelve links, to a stake in the
 line of lands of the said Aaron Smith and those of John
 A. Jones, distant one chain and ten links on a course
 north seventy-four degrees east from a corner to the said
 Aaron Smith, John A. Jones, and Fortner, on the side of
 the road leading from Oxford meeting house to Axeford's.
 Thence it continues (across the lands of the said John A.
 Jones) north twenty-eight degrees and fifteen minutes,
 west sixteen chains and forty-one links, to a stake in the
 line of lands of the said Jones and those of Carhart,
 distant four chains and fifty-five links on a course north
 ten degrees and ten minutes east from a large stone in the
 bed of the stream corner to said Jones and Carhart, and
 also distant four chains and seventy links on a course south
 ten degrees and ten minutes west from a heap of stones
 on the westerly side of said stream and near the barn of
 said Carhart, being a corner to said Jones and Carhart.
 Thence it continues (across the lands of said Carhart)
 north twenty-eight degrees and fifteen minutes, west forty-
 seven links; thence north twenty-eight degrees and forty-
 five minutes, west one chain; thence north thirty degrees
 and fifteen minutes, west one chain; thence north thirty-
 two degrees and fifteen minutes, west one chain; thence
 north thirty-four degrees and fifteen minutes, west one
 chain; thence north thirty-six degrees and fifteen minutes,
 west one chain; thence north thirty-eight degrees and
 fifteen minutes, west one chain; thence north forty degrees
 and fifteen minutes, west one chain; thence north forty-
 two degrees and fifteen minutes, west one chain; thence
 north forty-four degrees and fifteen minutes, west one
 chain; thence north forty-six degrees and fifteen minutes,
 west one chain; thence north forty-eight degrees and fifteen
 minutes, west one chain; thence north fifty degrees and
 fifteen minutes, west one chain; thence north fifty-two
 degrees and fifteen minutes, west one chain; thence north

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fifty-four degrees and fifteen minutes, west one chain; thence north fifty-six degrees and fifteen minutes, west one chain; thence north fifty-eight degrees and fifteen minutes, west one chain; thence north sixty degrees and fifteen minutes, west one chain; thence north sixty-two degrees and fifteen minutes, west one chain; thence north sixty-four degrees and fifteen minutes, west one chain; thence north sixty-six degrees and fifteen minutes, west one chain; thence north sixty-eight degrees and fifteen minutes, west one chain; thence north seventy degrees and fifteen minutes, west one chain; thence north seventy-two degrees and fifteen minutes, west one chain; thence north seventy-four degrees and fifteen minutes, west one chain; thence north seventy-six degrees and fifteen minutes, west one chain; thence north seventy-eight degrees and fifteen minutes, west one chain; thence north eighty degrees and fifteen minutes, west one chain; thence north eighty-two degrees and fifteen minutes, west one chain; thence north eighty-four degrees and fifteen minutes, west one chain; thence north eighty-six degrees and fifteen minutes west one chain; thence north eighty-seven degrees and fifteen minutes, west nine chains and fifty-nine links, to a stake in the line of said Carhart and Jacob Titman, distant three chains and seventy-seven links on a course north nine degrees and thirty minutes east from a hickory tree corner to the said Carhart and Titman.

Thence it continues (across the lands of the said Jacob Titman) north eighty-seven degrees and fifteen minutes, west one chain and forty-one links; thence north eighty-six degrees and thirty minutes, west one chain; thence north eighty-five degrees, west one chain; thence north eighty-three degrees and thirty minutes, west one chain; thence north eighty-two degrees, west one chain; thence north eighty degrees and thirty minutes, west one chain; thence north seventy-nine degrees, west one chain; thence north seventy-seven degrees and thirty minutes, west one chain; thence north seventy-six degrees, west one chain; thence north seventy-four degrees and thirty minutes, west one chain; thence north seventy-three degrees, west one chain; thence north seventy-one degrees and twenty minutes, west one chain; thence north sixty-nine degrees and thirty minutes, west one chain; thence north sixty-seven degrees and forty minutes, west one chain; thence north sixty-five degrees and fifty minutes, west one chain; thence north sixty-four degrees, west one chain; thence north sixty-two degrees and ten minutes, west one chain; thence north sixty degrees and twenty minutes, west one chain; thence north fifty-eight degrees and thirty minutes, west one chain; thence north fifty-six degrees and forty minutes, west one chain; thence north fifty-four degrees and fifty

minutes, west one chain; thence north fifty-three degrees, west one chain; thence north fifty-one degrees and ten minutes, west one chain; thence north forty-nine degrees and twenty minutes, west one chain; thence north forty-seven degrees and thirty minutes, west one chain; thence north forty-five degrees and forty minutes, west one chain; thence north forty-three degrees and fifty minutes, west one chain; thence north forty-two degrees, west one chain; thence north forty degrees and ten minutes, west one chain; thence north thirty-eight degrees and twenty minutes, west one chain; thence north thirty-six degrees and thirty minutes, west one chain; thence north thirty-four degrees and forty minutes, west one chain; thence north thirty-two degrees and fifty minutes, west one chain; thence north thirty-one degrees, west one chain; thence north thirty degrees and five minutes, west nineteen chains and forty-nine links, to a stake in the line of lands of the said Jacob Titman and those of George Titman, distant two chains and twenty links on a course south eighty-nine degrees and thirty minutes west from a stone near the lime kiln of said Jacob Titman, corner to the said Jacob and George Titman. Thence it continues (across the lands of the said George Titman) north thirty degrees and five minutes, west six chains and thirty-three links, to a stake in the line of lands of the said George Titman and those of Thomas Prall, distant two chains and thirty-three links on a course south eighty-eight degrees east from the centre of the road leading from Bridgeville to Oxford meeting house. Thence it continues (across the lands of the said Prall) north thirty degrees and five minutes, west twelve chains and forty-five links, to a stake in the line of lands of the said Prall and other lands of the said George Titman, distant eight chains and twenty-eight links on a course north nineteen degrees and twenty minutes east from a corner of said Prall and Titman in front of the school-house at Bridgeville, and on the southerly side of the road leading from Bridgeville to Butzville. Thence it continues (across the lands of the said George Titman) north thirty degrees and five minutes, west twenty-three chains and four links, to a stake in the line of lands of the said Titman and those of William Mackey, distant fourteen chains and sixty-one links on a course north fourteen degrees and thirty minutes east from a corner of said Titman and Mackey, being the most easterly corner of said Mackey's land. Thence it continues (across the lands of the said William Mackey) north thirty degrees and five minutes, west thirty-five chains and fifty-five links, to a stake in the line of lands of the said Mackey and those of Wesley Baughart, distant seven chains on a course north sixty-seven degrees and forty-five minute east from a wild

cherry-tree standing fifteen feet east of their line, and north-east of the lime kiln of said Baughart. Thence it continues (across the lands of the said Wesley Baughart) north thirty degrees and five minutes, east seventeen chains and sixty-seven links, to a stake in the line of lands of the said Baughart and those of Isaac Dernberger, distant one chain and twelve links on a course north seventy-two degrees and forty-five minutes west from their corner, standing on the westerly side of Beaver Brook, and bearing north
 10 twenty-nine degrees east from the north corner of said Baughart's house.

Thence it continues (across the lands of the said Isaac Dernberger) north thirty degrees and five minutes, west twenty-six chains and twenty-one links, to a stake in the line of lands of the said Dernberger and those of George Vass, distant thirteen chains and fifteen links on a course north seventy-two degrees and thirty minutes east from their stone corner, nineteen links north of a large oak tree, and in the angle of the road south of the house of the said
 20 Vass. Thence it continues (across the lands of the said George Vass) north thirty degrees and five minutes, west twenty-one chains and twenty-six links; thence north twenty-nine degrees and thirty-five minutes, west one chain; thence north twenty-eight degrees and thirty-five minutes, west one chain; thence north twenty-seven degrees and thirty-five minutes, west one chain; thence north twenty-six degrees and thirty-five minutes, west one chain; thence north twenty-six degrees and five
 30 minutes, west twenty-three chains and seventy-seven links, to a stake in the line of lands of the said Vass and those of Usal O. Swayze, distant four chains and twenty-one links on a course south forty-seven degrees west from the centre of Vass' brook where it crosses their line. Thence it continues (across the lands of the said Usal O. Swayze) north twenty-six degrees and five minutes, west four chains and twenty-three links; thence north twenty-five degrees and thirty-five minutes, west one chain; thence north twenty-four degrees and twenty
 40 minutes, west one chain; thence north twenty-two degrees and thirty-five minutes, west one chain; thence north twenty degrees and thirty-five minutes, west one chain; thence north eighteen degrees and thirty-five minutes, west one chain; thence north sixteen degrees and thirty-five minutes, west one chain; thence north fourteen degrees and thirty-five minutes, west one chain; thence north twelve degrees and thirty-five minutes, west one chain; thence north ten degrees and thirty-five minutes, west one chain; thence north eight degrees and thirty-five minutes, west seven links, to a stake in the line of the lands of the
 50 said Usal O. Swayze and those of Edward D. Swayze,

distant one chain and fifty-seven links on a course south twenty-four degrees and fifteen minutes west from a large black oak tree standing four feet west of their line, near the top of a knoll marked with a cross and the letter I. Thence it continues (across the lands of the said Edward D. Swayze) north eight degrees and thirty-five minutes, west ninety-three links; thence north six degrees and thirty-five minutes, west one chain; thence north four degrees and thirty-five minutes, west one chain; thence north two degrees and thirty-five minutes, west one chain; thence north thirty-five minutes, one chain; thence north one degree and twenty-five minutes, east one chain; thence north three degrees and twenty-five minutes, east one chain; thence north five degrees and twenty-five minutes, east one chain; thence north seven degrees and twenty-five minutes, east one chain; thence north nine degrees and twenty-five minutes, east one chain; thence north eleven degrees and twenty-five minutes, east one chain; thence north thirteen degrees and twenty-five minutes, east one chain; thence north fifteen degrees and twenty-five minutes, east one chain; thence north seventeen degrees and twenty-five minutes, east one chain; thence north nineteen degrees and twenty-five minutes, east one chain; thence north twenty-one degrees and twenty-five minutes, east one chain; thence north twenty-three degrees and twenty-five minutes, east one chain; thence north twenty-four degrees and fifty-five minutes, east one chain; thence north twenty-five degrees and twenty-five minutes, east two chains; thence north twenty-four degrees and forty minutes, east one chain; thence north twenty-two degrees and fifty-five minutes, east one chain; thence north twenty degrees and fifty-five minutes, east one chain; thence north eighteen degrees and fifty-five minutes, east one chain; thence north sixteen degrees and fifty-five minutes, east one chain; thence north fourteen degrees and fifty-five minutes, east one chain; thence north twelve degrees and fifty-five minutes, east one chain; thence north ten degrees and fifty-five minutes, east one chain; thence north eight degrees and fifty-five minutes, east one chain; thence north six degrees and fifty-five minutes, east one chain; thence north five degrees and twenty-five minutes, east one chain; thence north four degrees and fifty-five minutes, east eight chains and fifty-one links, to a stake in the line of lands of the said Edward D. Swayze, and of other lands of Usal O. Swayze, distant three chains and thirty links on a course south forty-two degrees east from their stone heap corner on the north-west side of the road leading from Belvidere to Ramseysburg.

Thence it continues (across the lands of the said Usal 50

O. Swayze) north four degrees and fifty-five minutes, east three chains and forty-nine links; thence north four degrees and twenty-five minutes, east one chain; thence north three degrees and twenty-five minutes, east one chain; thence north two degrees and twenty-five minutes, east one chain; thence north one degree and twenty-five minutes, east one chain; thence north twenty-five minutes, east one chain; thence north thirty-five minutes, west one chain; thence north one degree and thirty-five minutes, west one chain; thence north two degrees and thirty-five minutes, west one chain; thence north three degrees and thirty-five minutes, west one chain; thence north four degrees and thirty-five minutes, west one chain; thence north five degrees and fifty minutes, west one chain; thence north seven degrees and twenty minutes, west one chain; thence north eight degrees and fifty minutes, west one chain; thence north ten degrees and twenty minutes, west one chain; thence north eleven degrees and fifty minutes, west one chain; thence north thirteen degrees and fifty minutes, west one chain; thence north fourteen degrees and fifty minutes, west one chain; thence north sixteen degrees and twenty minutes, west one chain; thence north seventeen degrees and fifty minutes, west one chain; thence north nineteen degrees and twenty minutes, west one chain; thence north twenty-one degrees and five minutes, west one chain; thence north twenty-three degrees and five minutes, west one chain; thence north twenty-five degrees and five minutes, west one chain; thence north twenty-seven degrees and five minutes, west one chain; thence north twenty-nine degrees and five minutes, west one chain; thence north thirty-one degrees and five minutes, west one chain; thence north thirty-three degrees and five minutes, west one chain; thence north thirty-five degrees and five minutes, west one chain; thence north thirty-six degrees and fifty minutes, west one chain; thence north thirty-seven degrees and thirty-five minutes, west twenty chains and sixty-nine links, to a stake in the line of lands of the said Usal O. Swayze and those of James Ramsey, distant eighty-seven links on a course north eighty-three degrees and fifteen minutes east from a point in their line near the head of lane to said Swayze's house, and in the road leading from Belvidere to Ramsey'sburg. Thence it continues (across the lands of the said James Ramsey, north thirty-seven degrees and thirty-five minutes, west eleven chains and thirty-one links; thence north thirty-seven degrees and five minutes, west one chain; thence north thirty-six degrees and five minutes, west one chain; thence north thirty-five degrees and five minutes, west one chain; thence north thirty-four degrees and five minutes,

west one chain; thence north thirty-three degrees and five minutes, west one chain; thence north thirty-two degrees and five minutes, west one chain; thence north thirty degrees and fifty minutes, west one chain; thence north twenty-nine degrees and twenty minutes, west one chain; thence north twenty-seven degrees and fifty minutes, west one chain; thence north twenty-six degrees and twenty minutes, west one chain; thence north twenty-four degrees and fifty minutes, west one chain; thence north twenty-three degrees and twenty minutes, west one chain; thence north twenty-two degrees and thirty-five minutes, west five chains and sixty-six links, to a stake in the line of lands of the said James Ramsey, and those of George W. Ribble, distant sixty-two links on a course north twenty-six degrees and forty-five minutes east from their corner on the east side of the road leading from Ramseysburg to Saint James Church, and near the end of a small bridge. 10

Thence it continues (across the lands of the said George W. Ribble) north twenty-two degrees and thirty-five minutes, west nine chains and thirty-four links; thence north twenty-three degrees and five minutes, west one chain; thence north twenty-four degrees and five minutes, west one chain; thence north twenty-five degrees and five minutes, west one chain; thence north twenty-six degrees and five minutes, west one chain; thence north twenty-six degrees and thirty-five minutes, west fourteen chains and forty links, to a stake in the line of lands of the said George W. Ribble and those of the heirs of John Aten, deceased, distant two chains and sixty-seven links on a course south sixty-two degrees west from a stone corner in front of the Baptist church, being also a corner to Anthony Kirhuff and Henry Hartung. Thence it continues (across the lands of the said heirs of John Aten, deceased) north twenty-six degrees and thirty-five minutes, west forty links, to a stake in the line of lands of the said heirs of John Aton, deceased, and those of Anthony Kirhuff, distant two chains and sixty-eight links on a course south seventy degrees west from the corner last above described. Thence it continues (across the lands of the said Anthony Kirhuff) north twenty-six degrees and thirty-five minutes, west thirty-seven chains and fifty-four links, to a stake in the line of lands of the said Anthony Kirhuff and those of Henry Albertson, distant three chains and seventy-nine links on a course north eighty-nine degrees and forty-five minutes east from an apple tree two feet north of their line, and between the Delaware River and the road leading from Belvidere to the Water Gap, and marked with the letter N. Thence it continues (across the lands of the said Henry Albertson) north twenty-six degrees and thirty- 50

- five minutes, west seventeen chains and thirty-one links, to a stake in the line of lands of the said Henry Albertson and those of Daniel L. Duncan, distant two chains and thirty-five links on a course north eighty degrees and thirty minutes east from a large chestnut tree standing three feet north of their line, and between the Delaware River and the road leading from Belvidere to the Water Gap, and marked with the letter A. Thence it continues (across the lands of the said Daniel L. Duncan)
- 10 north twenty-six degrees and thirty-five minutes, west eleven chains and one link, to a stake in the line of lands of the said Daniel L. Duncan and those of Matthias Cummins, distant eleven chains and four links on a course north eighty-nine degrees east from a point in their line and in the middle of the road from Belvidere to the Water Gap. Thence it continues (across the lands of the said Matthias Cummins) north twenty-six degrees and thirty-five minutes, west ten chains and thirty-seven links, to a stake in the line of the lands of the said Cummins and those of John
- 20 Miller, distant one chain and seventeen links on a course south seventy-six degrees and thirty minutes west from a cedar tree standing two feet north of their line, and between the Delaware River and the road leading from Belvidere to the Water Gap. Thence it continues (across the lands of the said John Miller) north twenty-six degrees and thirty-five minutes, west ten chains and eleven links, to a stake in the line of lands of the said Miller and those of Edward L. Allen and William F. Hutchinson, distant one chain and ten links on a course south eighty-seven de-
- 30 grees and thirty minutes west from an ash tree in their line on the north bank of the brook, and between the sawmill of the said Allen and Hutchinson and the said Delaware River. Thence it continues (across the lands of the said Allen and Hutchinson) north twenty-six degrees and thirty-five minutes, west five chains and eighty-six links; thence north twenty-six degrees and five minutes, west one chain; thence north twenty-five degrees and five minutes, west one chain; thence north twenty-four degrees and five minutes, west one chain; thence north twenty-three de-
- 40 grees and five minutes, west one chain; thence north twenty-two degrees and five minutes, west one chain; thence north twenty-one degrees and five minutes, west one chain; thence north twenty degrees and five minutes, west one chain; thence north nineteen degrees and five minutes, west one chain; thence north eighteen degrees and five minutes, west one chain; thence north seventeen degrees and five minutes, west one chain; thence north sixteen degrees and five minutes, west one chain; thence north fifteen degrees and five minutes, west one chain; thence
- 50 north fourteen degrees and five minutes, west twenty links,

to a stake in the line of lands of the said Allen and Hutchinson and those of John Miller, distant one chain and thirty-nine links on a course north eighty-six degrees and fifteen minutes east from a point in their line at high water mark of the Delaware River. Thence it continues (across the lands of the said John Miller) north fourteen degrees and five minutes, west eighty links; thence north thirteen degrees and five minutes, west one chain; thence north twelve degrees and five minutes, west one chain; thence north eleven degrees and five minutes, west one chain; thence north ten degrees and five minutes, west one chain; thence north nine degrees and five minutes, west one chain; thence north eight degrees and five minutes, west one chain; thence north seven degrees and five minutes, west one chain; thence north six degrees and five minutes, west one chain; thence north five degrees and five minutes, west one chain; thence north four degrees and thirty-five minutes, west five chains; thence north four degrees and five minutes, west one chain; thence north three degrees and five minutes, west one chain; thence north two degrees and five minutes, west one chain; thence north one degree and five minutes, west one chain; thence north five minutes, west one chain; thence north fifty-five minutes, east one chain; thence north one degree and fifty-five minutes, east one chain; thence north two degrees and fifty-five minutes, east one chain; thence north three degrees and fifty-five minutes, east one chain; thence north four degrees and fifty-five minutes, east one chain; thence north five degrees and fifty-five minutes, east one chain; thence north six degrees and twenty-five minutes, east four chains; thence north five degrees and twenty-five minutes, east one chain; thence north three degrees and twenty-five minutes, east forty-two links, to a stake in the line of lands of the said Miller and those of John Hartung, distant seventy-three links on a course south seventy degrees and thirty minutes west from a large crotched maple tree marked in their line near high water mark in the Delaware River.

Thence it continues (across the lands of the said John Hartung) north three degrees and twenty-five minutes, east fifty-eight links; thence north one degree and twenty-five minutes, east one chain; thence north thirty-five minutes, west one chain; thence north two degrees and thirty-five minutes, west one chain; thence north four degrees and thirty-five minutes, west one chain; thence north six degrees and thirty-five minutes, west one chain; thence north eight degrees and thirty-five minutes, west one chain; thence north ten degrees and thirty-five minutes, west one chain; thence north eleven degrees and thirty-five minutes, west fifteen chains and five links, to a stake in the

- line of lands of the said John Hartung and those of David Angle, distant thirty-five links on a course south seventy-two degrees and forty-five minutes west from a rock oak tree marked in their line on the bank of the Delaware river. Thence it continues (across the lands of the said David Angle) north eleven degrees and thirty-five minutes, west seven chains and forty links, to a stake in the line of lands of the said David Angle and those of John Brand, distant one chain and seventy links on a course
- 10 south sixty-nine degrees and fifteen minutes west from a large black oak tree bearing an ancient mark and standing in their line near the bank of the Delaware river. Thence it continues (across the lands of the said John Brand) north eleven degrees and thirty-five minutes, west five chains, to a stake in the line of lands of the said Brand and those of Philip Belles, distant five chains and ninety-six links on a course south sixty-six degrees and forty-five minutes west from the stone corner of the said Belles and Ephraim A. Belles, in the line of said Brand. Thence it continues
- 20 (across the lands of the said Philip Belles) north eleven degrees and thirty-five minutes, west one chain and fifty-five links; thence north twelve degrees and twenty minutes, west one chain; thence north thirteen degrees and fifty minutes, west one chain; thence north fifteen degrees and twenty minutes, west one chain; thence north sixteen degrees and fifty minutes, west one chain; thence north eighteen degrees and twenty minutes, west one chain; thence north nineteen degrees and fifty minutes, west one
- 30 chain; thence north twenty-one degrees and twenty minutes, west one chain; thence north twenty-two degrees and fifty minutes, west one chain; thence north twenty-four degrees and twenty minutes, west five links, to a stake in the line of lands of the said Philip Belles and those of Ephraim A. Belles, distant five chains and twenty links on a course south fourteen degrees and thirty minutes west from a large stone set as a landmark near a large poplar tree. Thence it continues (across the lands of the said Ephraim A. Belles) north twenty-four degrees and twenty
- 40 minutes, west seventy-eight links, to a stake in the line of lands of the said Ephraim A. Belles and those of the said Philip Belles, distant five chains and twenty-four links on a course south fourteen degrees and thirty minutes west from a large flat stone set as a landmark in their line. Thence it continues (across the lands of the said Philip Belles) north twenty-four degrees and twenty minutes, west seventeen links; thence north twenty-five degrees and fifty minutes, west one chain; thence north twenty-seven degrees and twenty minutes, west one chain; thence north twenty-eight degrees and fifty minutes, west one
- 50 chain; thence north thirty degrees and twenty minutes,

west one chain; thence north thirty-two degrees and five minutes, west one chain; thence north thirty-four degrees and five minutes, west one chain; thence north thirty-six degrees and five minutes, west one chain; thence north thirty-eight degrees and five minutes, west one chain; thence north forty degrees and five minutes, west one chain; thence north forty-one degrees and five minutes, west fourteen chains and forty-one links, to a stake in the line of lands of the said Philip Belles and those of John R. Belles, distant two chains and thirty-one links on a course south forty-six degrees and forty-five minutes west from their corner, standing midway between two apple trees at the most easterly corner of the orchard of the said John R. Belles. 10

Thence it continues (across the lands of the said John R. Belles) north forty-one degrees and five minutes, west thirty-one chains and fifty-three links, to a stake in the middle of the Paulinskill, and in the line of the lands of the said John R. Belles and those of Richard Fair, distant four chains and seventy links on a course south twenty-one degrees and thirty minutes west from the abutment of the bridge over the said Paulinskill. Thence it continues (across the lands of the said Richard Fair) north forty-one degrees and five minutes, west two chains and six links; thence north forty degrees and forty minutes, west one chain; thence north thirty-nine degrees and fifty minutes, west one chain; thence north thirty-nine degrees, west one chain; thence north thirty-eight degrees and ten minutes, west one chain; thence north thirty-seven degrees and twenty minutes, west one chain; thence north thirty-six degrees and thirty minutes, west one chain; thence north thirty-five degrees and forty minutes, west one chain; thence north thirty-four degrees and fifty minutes, west one chain; thence north thirty-four degrees, west one chain; thence north thirty-three degrees and ten minutes, west one chain; thence north thirty-two degrees and twenty minutes, west one chain; thence north thirty-one degrees and thirty minutes, west one chain; thence north thirty degrees and forty minutes, west one chain; thence north twenty-nine degrees and fifty minutes, west one chain; thence north twenty-nine degrees, west one chain; thence north twenty-eight degrees and ten minutes, west one chain; thence north twenty-seven degrees and twenty minutes, west one chain; thence north twenty-six degrees and thirty minutes, west one chain; thence north twenty-five degrees and forty-five minutes, west one chain; thence north twenty-five degrees and twenty-five minutes, west seven chains and fifty-one links, to a stake in the line of lands of Richard Fair and those of William Hybeuger, distant two chains and forty-eight 50

- links on a course north fifty-eight degrees and five minutes east from the middle of Decatur Street in the town of Columbia. Thence it continues (across the lands of the said William Hybeuger) north twenty-five degrees and twenty-five minutes, west one chain and eighty-five links, to a stake in the line of lands of the said Hybeuger and those of John McCain, distant two chains and sixty-eight links on a course north fifty-eight degrees and five minutes east from the middle of Decatur Street aforesaid. Thence
- 10 it continues (across the lands of the said John McCain) north twenty-five degrees and twenty-five minutes, west one chain and three links, to a stake in the line of the lands of the said McCain and the southerly side of Green Street, distant two chains and seventy-six links on a course north fifty-eight degrees and five minutes east from the middle of Decatur Street aforesaid. Thence it continues (across Green Street aforesaid) north twenty-five degrees and twenty-five minutes, west ninety links, to a stake in the northerly side of said street, and in the line of lands of
- 20 Augustus Trimmer, distant two chains and seventy-eight links on a course north fifty-eight degrees and five minutes east from the middle of Decatur Street aforesaid. Thence it continues (across the lands of the said Trimmer) north twenty-five degrees and twenty-five minutes, west thirty-nine links, to a stake in the line of lands of the said Trimmer and those of the Methodist Episcopal Church, distant thirty-nine links on a course north thirty-one degrees and forty-five minutes west from the south-east corner of the lands of the said Church. Thence it continues (across the
- 30 lands of the said Church) north twenty-five degrees and twenty-five minutes, west fifty-three links, to a stake in the line of lands of the said Church and those of Theodore Angle, distant five links on a course north fifty-six degrees and thirty minutes east from the north-west corner of the lands of the said Church. Thence it continues (across the lands of the said Theodore Angle) north twenty-five degrees and twenty-five minutes, west ninety-one links, to a stake in the line of lands of the said Angle and those of John H. Burge distant twelve links on a course north fifty-eight
- 40 degrees and five minutes east from the north-west corner of the said Angle's land. Thence it continues (across the lands of the said John H. Burge) north twenty-five degrees and twenty-five minutes, west ninety-three links, to a stake in the line of land of the said Burge and those of Henry Guisse, distant three chains on a course north fifty-eight degrees and five minutes east from the middle of Decatur Street aforesaid. Thence it continues (across the lands of the said Guisse) north twenty-five degrees and twenty-five minutes, west two chains and fifty-two links, to a stake
- 50 in the line of the lands of the said Guisse, and in the

southerly line of Columbia Street, distant three chains and twenty-seven links on a course north fifty-eight degrees and five minutes east from the middle of Decatur Street aforesaid.

Thence it continues (across Columbia street, north twenty-five degrees and twenty-five minutes, west one chain and forty-nine links, to a stake in the northerly line of said street and in the line of the lands of John J. Van Kirk, distant three chains and forty-one links on a course north fifty-eight degrees and five minutes east from the middle of Decatur street aforesaid. 10
 Thence it continues (across the lands of the said Van Kirk) north twenty-five degrees and twenty-five minutes, west two chains and fifty-five links, to a stake in the line of lands of the said Van Kirk and those of Ezra Schooley, distant three chains and sixty links on a course north fifty-eight degrees and five minutes east from the middle of Decatur street aforesaid. Thence it continues (across the lands of the said Schooley) north twenty-five degrees and twenty-five minutes, west twenty-four chains and one link, to a stake 20
 in the line of lands of the said Schooley and those of Henry Beugler, distant six chains and forty-three links on a course north eighty-seven degrees and forty-five minutes east from the centre of the road leading from Columbia to the Water Gap. Thence it continues (across the lands of the said Beugler) north twenty-five degrees and twenty-five minutes, west twenty-one chains and fifteen links, to a stake in the line of lands of the said Beugler and those of Andrew Smith, distant nine chains 30
 and seventy-nine links on a course north seventy-nine degrees and forty-five minutes east from the middle of the road last aforesaid. Thence it continues (across the lands of the said Smith) north twenty-five degrees and twenty-five minutes, west twenty-five chains and twenty-five links, to a stake in the line of the lands of the said Smith and those of Isaac Larue, distant four chains and eighty-five links on a course north fifty-six degrees and thirty minutes east from the middle of the aforesaid road. Thence it continues (across the lands of the said Larue) north twenty-five degrees and twenty-five minutes, west 40
 twenty-three chains, to a stake in the line of land of the said Larue and those of Alexander Decker, distant one chain and thirteen links on a course north seventy-three degrees and thirty minutes east, from a black oak tree between the road and the Delaware River, corner to the said Larue and Decker. Thence it continues (across the lands of the said Decker) north twenty-five degrees and twenty-five minutes, west ten chains and ninety-eight links; thence north twenty-four degrees and fifty-five minutes, west one chain; thence north twenty-three de- 50

- grees and fifty-five minutes, west one chain; thence north twenty-two degrees and fifty-five minutes, west one chain; thence north twenty-one degrees and fifty-five minutes, west one chain; thence north twenty degrees and fifty-five minutes, west one chain; thence north twenty degrees and twenty-five minutes, west twenty-six chains and seventy-seven links, to a stake in the line of the lands of the said Decker and those of the heirs of Owen Evans deceased, distant one chain and sixty-five
- 10 links on a course north seventy-two degrees and forty-five minutes east from a point in their line and in the centre of the road from Columbia to the Water Gap. Thence it continues (across the lands of the said heirs of Owen Evans) north twenty degrees and twenty-five minutes, west thirty-one chains and twenty-three links; thence north nineteen degrees and fifty-five minutes, west one chain; thence north eighteen degrees and fifty-five minutes, west one chain; thence north seventeen degrees and fifty-five minutes, west sixty-seven links, to a stake in the
- 20 line of the lands of the said heirs of Owen Evans and those of Henry Keyser, distant two chains and eight links on a course north eighty-eight degrees and fifteen minutes east from a point in their line and in the centre of the road leading from Columbia to the Water Gap. Thence it continues (across the lands of the said Henry Keyser) north seventeen degrees and fifty-five minutes, west thirty-three links; thence north sixteen degrees and fifty-five minutes, west one chain; thence north fifteen degrees and fifty-five minutes, west one chain; thence
- 30 north fourteen degrees and fifty-five minutes, west one chain; thence north thirteen degrees and fifty-five minutes, west one chain; thence north twelve degrees and fifty-five minutes, west one chain; thence north eleven degrees and fifty-five minutes, west one chain; thence north ten degrees and fifty-five minutes, west one chain; thence north nine degrees and fifty-five minutes, west one chain; thence north eight degrees and fifty-five minutes, west one chain; thence north seven degrees and fifty-five minutes, west one chain; thence north six degrees and
- 40 fifty-five minutes, west one chain; thence north five degrees and fifty-five minutes, west one chain; thence north four degrees and fifty-five minutes, west one chain; thence north three degrees and fifty-five minutes, west one chain; thence north two degrees and fifty-five minutes, west one chain; thence north two degrees and twenty-five minutes, west thirty-one chains and ten links, to a stake in the line of lands of the said Keyser, and those of the heirs of Owen Evans deceased, distant three chains and thirty-five links on a course north eighty-seven degrees east
- 50 from a rock oak tree on the bank of the Delaware river,

corner to the said Keyser and the said heirs of Evans. Thence it continues (across the lands of the said heirs of Owen Evans deceased) north two degrees and twenty-five minutes, west two chains and ninety links; thence north two degrees and fifty-five minutes, west one chain; thence north three degrees and fifty-five minutes, west one chain; thence north four degrees and fifty-five minutes, west one chain; thence north five degrees and fifty-five minutes, west one chain; thence north six degrees and fifty-five minutes, west one chain; thence north seven degrees and fifty-five minutes, west one chain; thence north eight degrees and fifty-five minutes, west one chain; thence north nine degrees and twenty-five minutes, west six chains and twenty-three links, to a stake in the line of lands of the said heirs of Evans and those of Flemming, distant one chain and fifty links on a course north thirty degrees west from a stone heap corner, which is distant one chain and thirty-seven links on a course north sixty-six degrees east from a rock oak growing on a stone on the bank of the river, also corner to the said Flemming and heirs of Evans. Thence it continues (across the lands of the said Flemming) north nine degrees and twenty-five minutes, west fifteen chains and seventy-seven links; thence north ten degrees and twenty-five minutes, west one chain; thence north twelve degrees and twenty-five minutes, west one chain; thence north fourteen degrees and twenty-five minutes, west one chain; thence north sixteen degrees and twenty-five minutes, west one chain; thence north eighteen degrees and twenty-five minutes, west one chain; thence north twenty degrees and twenty-five minutes, west one chain; thence north twenty-two degrees and twenty-five minutes, west one chain; thence north twenty-four degrees and forty minutes, west one chain; thence north twenty-seven degrees and ten minutes, west one chain; thence north twenty-nine degrees and forty minutes, west one chain; thence north thirty-two degrees and ten minutes, west one chain; thence north thirty-four degrees and forty minutes, west one chain; thence north thirty-seven degrees and ten minutes, west one chain; thence north thirty-nine degrees and forty minutes, west one chain; thence north fifty-two degrees and ten minutes, west sixty-three links, to a stake in the line of lands of the said Flemming and those of Isaac C. Wyckoff, distant fifty-eight links on a course north forty-two degrees and thirty minutes west from a stone heap below the road running through the Water Gap, corner to their lands. Thence it continues (across the lands of the said Isaac C. Wyckoff) north fifty-two degrees and ten minutes, west thirty-seven links; thence north fifty-four degrees and forty minutes, west one chain; thence north fifty-seven

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- degrees; and ten minutes, west one chain; thence north fifty-nine degrees and forty minutes, west one chain; thence north sixty-two degrees and ten minutes, west one chain; thence north sixty-four degrees and forty minutes, west one chain; thence north sixty-seven degrees and ten minutes, west one chain; thence north sixty-nine degrees and forty minutes, west one chain; thence north seventy-two degrees and ten minutes, west one chain; thence north seventy-four degrees and forty minutes, west one chain;
- 10 thence north seventy-seven degrees and ten minutes, west one chain; thence north seventy-nine degrees and forty minutes, west one chain; thence north eighty-two degrees and ten minutes, west one chain; thence north eighty-four degrees and forty minutes, west one chain; thence north eighty-seven degrees and ten minutes, west one chain; thence north eighty-nine degrees and forty minutes, west one chain; thence south eighty-seven degrees and fifty minutes, west one chain; thence south eighty-five degrees and twenty minutes, west one chain;
- 20 thence south eighty-two degrees and fifty minutes, west one chain; thence south eighty degrees and twenty minutes, west one chain; thence south seventy-seven degrees and fifty minutes, west one chain; thence south seventy-six degrees and thirty-five minutes, west seven chains; thence south seventy-eight degrees and five minutes, west one chain; thence south eighty-one degrees and five minutes, west one chain; thence south eighty-four degrees and five minutes, west one chain; thence south eighty-seven degrees and five minutes, west one chain;
- 30 thence north eighty-nine degrees and fifty-five minutes, west one chain; thence north eighty-six degrees and fifty-five minutes, west one chain; thence north eighty-three degrees and fifty-five minutes, west one chain; thence north eighty degrees and fifty-five minutes, west one chain; thence north seventy-seven degrees and fifty-five minutes, west one chain; thence north seventy-four degrees and fifty-five minutes, west one chain; thence north seventy-one degrees and fifty-five minutes, west one chain; thence north sixty-eight degrees and fifty-five minutes, west one chain;
- 40 thence north sixty-five degrees and fifty-five minutes, west one chain; thence north sixty-two degrees and fifty-five minutes, west one chain; thence north fifty-nine degrees and fifty-five minutes, west one chain; thence north fifty-six degrees and fifty-five minutes, west one chain; thence north fifty-three degrees and fifty-five minutes, west one chain; thence north fifty degrees and fifty-five minutes, west one chain; thence north forty-seven degrees and fifty-five minutes, west one chain; thence north forty-four degrees and fifty-five minutes, west one chain; thence north forty-one degrees and
- 50 fifty-five minutes, west one chain; thence north thirty-

eight degrees and fifty-five minutes, west one chain; thence north thirty-five degrees and fifty-five minutes, west one chain; thence north thirty-two degrees and fifty-five minutes, west one chain; thence north twenty-nine degrees and fifty-five minutes, west one chain; thence north twenty-six degrees and fifty-five minutes, west one chain; thence north twenty-three degrees and fifty-five minutes, west one chain; thence north twenty degrees and fifty-five minutes, west one chain; thence north seventeen degrees and fifty-five minutes, west one chain; thence north fourteen degrees and fifty-five minutes, west one chain; thence north eleven degrees and fifty-five minutes, west one chain; thence north ten degrees and twenty-five minutes, west eight chains and thirty-five links, to a stake in the line of lands of said Wyckoff and those of Andrew J. Dietrich, distant one chain and fifty-nine links on a course north eighty-six degrees and forty-five minutes east from a point in their line and in the middle of the road leading from the Water Gap to Brotzmansville.

Thence it continues (across the lands of the said Andrew J. Dietrich) north ten degrees and twenty-five minutes, west four chains and thirty-three links, to a stake in the line of lands of the said Dietrich and those of Isaac C. Wyckoff, distant thirty-seven links on a course north eighty-five degrees and thirty minutes east from a point in their line and in the middle of the road leading from the Water Gap to Brotzmansville. Thence it continues (across the lands of the said Wyckoff) north ten degrees and twenty-five minutes, west two chains and thirty-two links; thence north six degrees and twenty-five minutes, west one chain; thence north one degree and thirty-five minutes, east one chain; thence north nine degrees and thirty-five minutes, east one chain; thence north seventeen degrees thirty-five minutes, east one chain; thence north twenty-five degrees and thirty-five minutes, east eighty-nine links, to a stake in the line of lands of the said Isaac C. Wyckoff and those of William Barnes, distant thirty-six links on a course south nine degrees and fifteen minutes east from a black oak tree near the high water mark of the Delaware River, and on the north side of their line, bearing an old mark as a guide tree to the line of said Wyckoff and Barnes. Thence it continues (across the lands of the said Barnes) north twenty-five degrees and thirty-five minutes, east eleven links; thence north thirty-one degrees and thirty-five minutes, east one chain; thence north thirty-three degrees and thirty-five minutes, east five chains; thence north thirty-four degrees and thirty-five minutes, east one chain; thence north thirty-six degrees and thirty-five minutes, east one chain; thence north thirty-eight degrees and thirty-five minutes, east one chain; thence north

forty degrees and thirty-five minutes, east one chain ;
 thence north forty-two degrees and thirty-five minutes,
 east one chain ; thence north forty-four degrees and thirty-
 five minutes, east one chain ; thence north forty-five de-
 grees and thirty-five minutes, east three chains ; thence
 north forty-four degrees and thirty-five minutes, east one
 chain ; thence north forty-two degrees and thirty-five
 minutes, east one chain ; thence north forty degrees and
 thirty-five minutes, east one chain ; thence north thirty-
 10 eight degrees and thirty-five minutes, east one chain ; thence
 north thirty-six degrees and thirty-five minutes, east one
 chain ; thence north thirty-four degrees and thirty-five
 minutes, east one chain ; thence north thirty-one degrees
 and thirty-five minutes, east one chain ; thence north
 twenty-seven degrees and thirty-five minutes, east one
 chain ; thence north twenty-three degrees and thirty-five
 minutes, east one chain ; thence north nineteen degrees and
 thirty-five minutes, east one chain ; thence north seven-
 20 teen degrees and thirty-five minutes, east thirty-three
 chains ; thence north fifteen degrees and thirty-five minutes,
 east one chain ; thence north eleven degrees and thirty-five
 minutes, east one chain ; thence north seven degrees and
 thirty-five minutes, east one chain ; thence north three
 degrees and thirty-five minutes, east one chain ; thence
 north twenty-five minutes, west one chain ; thence north
 four degrees and twenty-five minutes, west one chain ;
 thence north eight degrees and twenty-five minutes, west
 one chain ; thence north twelve degrees and twenty-five
 minutes, west one chain ; thence north sixteen degrees
 30 and twenty-five minutes, west one chain ; thence north
 twenty degrees and twenty-five minutes, west one chain ;
 thence north twenty-four degrees and twenty-five minutes,
 west one chain ; thence north twenty-eight degrees and
 twenty-five minutes, west one chain ; thence north thirty
 degrees and twenty-five minutes, west one chain and
 eighty links, to a point on a rock at high water mark on
 the easterly bank of the river Delaware opposite the
 mouth of Broadheads Creek, and distant sixty-two links on
 a course north seventy-six degrees and fifty minutes west
 40 from a small rock oak tree blazed and marked with the
 letter M, and also distant sixty-one links on a course north
 thirty-five degrees and thirty minutes west from a small
 black oak tree blazed and marked with the letter R.

I do hereby certify the foregoing to be a true and cor-
 rect survey of that part of the route of the extension of
 the Morris and Essex Railroad, from a point at Hacketts-
 50 town in the County of Warren to a point on the Delaware

River at the Water Gap, and which lies between Hackettstown and the Water Gap in the County of Warren.

J. B. BASSINGER, Engineer
Morris & Essex Railroad Co.

Office of M. & E. R. R. Co.
Newark, March 8th, 1853.

Adopted by the Board of Directors.

STEPHEN VAIL, Pres't *pro tem.*

Attest:

J. C. GARTHWAITE, Secr'y.

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Newark, March 8th, 1853.

State of New Jersey:

[L. S.] I, Thomas S. Allison, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the survey of the route for the extension of the Morris and Essex R. R. from

Hackettstown to a point on the Delaware River at the Water Gap, as taken from and compared with the original on file in my office.

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In testimony whereof I have hereunto set my hand and affixed my seal of office at Trenton this twelfth day of March, eighteen hundred and fifty-three.

THOS. S. ALLISON,
Secretary of State.

New-Jersey, to wit:

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[L. S.] The State of New-Jersey to John I. Blair, Charles Scranton, James Blair, William P. Clark, James Hiles, George Vass, George Titman, George W. Taylor, Adam Wandling, Jehiel G. Shipman, and The Warren

Railroad Company, their agents, workmen, and persons in their company, and each and every of them, Greeting:

Whereas, it hath been represented to us in our Court of Chancery, on the part of the Morris and Essex Railroad Company, that they have lately exhibited their bill of complaint against you, the said John I. Blair, Charles Scranton, James Blair, William P. Clark, James Hiles, George Vass, George Titman, George W. Taylor, Adam Wandling, Jehiel G. Shipman, and The Warren Railroad Company, defendants, to be relieved touching the matters therein contained, in which bill it is among other matters set forth that you, the said defendants, are combining and confederating to injure the complainants touching the matters set forth in said bill, and more particularly that you,

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the said John I. Blair, and the confederates above named, intend, and threaten to proceed and excavate, and make embankments upon certain lands purchased by complainants of George Vass, Daniel Lanning, Jr., and Samuel L. Taylor, situate in the County of Warren, and State of New-Jersey, and by the said Taylor, Vass, and Lanning, conveyed to the complainants, and described in a certain survey of a railroad route from Hackettstown to the Delaware Water Gap, deposited by the complainants in the Secretary of State's office, on the eighth day of March last; and that you threaten to proceed and construct a railroad on and over said lands so conveyed to the complainants by the said Taylor, Vass, and Lanning; and that you are interfering, and threaten to interfere and prevent the construction by the complainants of a railroad on and over the said lands so purchased by complainants of said Taylor, Vass, and Lanning, by constructing a railroad yourselves thereon; and that you pretend to have power and authority to do such acts, and thus to interfere, by virtue of a pretended survey of a railroad route from New Hampton upon the line of the railroad of the Central Railroad Company of New-Jersey, to the Delaware Water Gap, deposited in the office of the Secretary of State, and made, or pretended to be made and deposited under color of the provisions of an act of the Legislature of New-Jersey, entitled "An Act to incorporate the Warren Railroad Company," and under color of a pretended and sham organization of a corporation under the provision of said act, and also by virtue of certain pretended indentures or agreements obtained by you or some of you from the said Taylor, Vass, and Lanning respectively; and that the actings and doings of you, the said defendants, are contrary to equity and good conscience:

We, therefore, in consideration of the premises, do strictly enjoin and command you, the said John I. Blair, Charles Scranton, James Blair, William P. Clark, James Hiles, George Vass, George Titman, George W. Taylor, Adam Wandling, Jehiel G. Shipman, and the Warren Railroad Company, your workmen, laborers, servants, and agents, and each and every of you, from setting up in any court whatever the said pretended survey deposited by you, the said John I. Blair, as aforesaid, against the complainants or any person claiming under them, and from setting up against the complainants the said several pretended agreements of the said Vass, Taylor, and Lanning, or either of them, and from entering upon the said lands, or any part thereof so as aforesaid conveyed to said complainants by said Taylor, Vass, and Lanning, respectively, and from using, occupying, excavating, embanking, or attempting or pretending so to do, the said lands under

the pretences in said bill set forth, for the pretended purpose therein set forth, and from interfering or disturbing in any way or manner whatever the complainants' possession or right of possession of the said lands, and from having or claiming possession thereof under any of the aforesaid pretended titles and proceedings, and from obstructing in any way or manner whatever the complainants in their intended construction of a railroad thereon, or in the actual construction thereof, and from interfering with or in any manner obstructing the complainants in the construction of a railroad on any part of the route described in complainants' survey, and from attempting to construct a railroad on any part of said route described in complainants' survey, so as to occupy any lands described in complainants' survey, until our court shall make other orders to the contrary. 10

Witness, BENJAMIN WILLIAMSON, Esq., our Chancellor, at Trenton, the twenty-eighth day of July, in the year eight hundred and fifty-three.

DAN. B. BODINE, 20

E. W. WHELPLEY, Sol. of
Complainants.

Clk.

IN CHANCERY OF NEW-JERSEY.

Between		
JOHN I. BLAIR, CHARLES SCRANTON, James Blair, William P. Clark, James Hiles, George Titman, Adam Wandling, Jehiel G. Shipman, The Warren Railroad Company, Defendants,	}	30
<i>and</i>		Answer.
THE MORRIS AND ESSEX RAILROAD COMPANY, Complainants.		

The joint and several answer of John I. Blair, Charles Scranton, James Blair, William P. Clark, James Hiles, George Titman, Adam Wandling, Jehiel G. Shipman, and The Warren Railroad Company, defendants, to the Bill of Complaint of the Morris and Essex Railroad Company, Complainants. 40

These defendants, now and at all times hereafter saving and reserving to themselves all benefit and advantage of exception to the errors and insufficiencies of the complainants' said bill of complaint, for answer thereunto, or to so much and such parts thereof as these defendants are advis- 50

ed, is or are material for them to make answer unto, answering, say :

They admit that the Legislature of New-Jersey, at or about the respective times for that purpose mentioned in the said bill of complaint, passed the several acts referred to and in part recited in the said bill, and that such of the said acts as were passed after the year eighteen hundred and forty-four were approved by the Governor of this State for the time being, but the said acts being public acts, these defendants pray leave to refer to the same, and to all parts and sections thereof, as they may have occasion to do, and more particularly pray leave to refer to the act entitled "An Act to Incorporate the Warren Railroad Company," approved the twelfth day of February, in the year one thousand eight hundred and fifty-one, a copy whereof is hereto annexed, to which these defendants pray leave to refer as a part of this their answer.

And these defendants also admit that the complainants became duly organized under and by virtue of their charter, and constructed their railroad from Newark to Morristown, and from thence to Dover, and are now constructing an extension thereof from Dover to Hackettstown; but at what expense the said road or any part thereof was thus constructed, or whether the said complainants are now constructing the said extension with the view of ultimately extending their said road to the Delaware Water Gap, or what efforts or means the said complainants have made, used or provided for extending their said road, or whether the said complainants ever made any survey for routes and survey of the Warren Railroad, in the said bill and hereinafter mentioned, prior to the time that the survey of these defendants, the said Warren Railroad Company as hereinafter mentioned, otherwise than as hereinafter is expressed, these defendants have no knowledge or information, otherwise than from the allegations contained in the said bill; and if said matters are material to this case, these defendants leave the complainants to make such proof in regard thereto, as they may be advised or be able to do.

But these defendants do deny that the survey of the said complainants of a route for the extension of their said road from Hackettstown to the Water Gap by them filed in the office of the Secretary of State of this State, as mentioned in the said bill, was made prior to the making of the said survey of these defendants by them filed in the said office as hereinafter mentioned, although these defendants admit that they have been informed and believe that the said complainants prior to that time, and without any definite views or determination as to the extension of their said railroad beyond Hackettstown, made various general explorations of routes between Hackettstown and the Delaware River.

And these defendants further admit, that the said complainants filed survey of the different sections of their said road from Newark to Hackettstown, at the respective times and in the manner for that purpose stated in the said bill.

And these defendants further answering say, that whether the said complainants do really intend to extend their said road from Hackettstown to the said Water Gap, these defendants are not informed otherwise than by the allegations of the said bill and declarations, of some or one of the officers or employees of the complainants; and if it be true as stated in the said bill, (whereof these defendants are ignorant, except from the allegations and declarations aforesaid,) that the complainants at any time determined so to extend their said railroad, or determined upon the general route thereof through Vannest Gap, these defendants have no information, and do not believe that the complainants are committed to the said extension, or have ever yet by resolution of their stockholders or directors so determined to extend their said road, or to provide the funds requisite therefor.

And these defendants further answering admit it to be true, that the said complainants did on the eighth day of March last, by their officers or agents, file in the Secretary of State's office of this State, a survey of a route for the extension of their said railroad from Hackettstown to the Delaware Water Gap, a copy whereof is annexed to the said Bill of Complaint; but these defendants say, that the same was not filed in said office until after the filing of the survey of these defendants hereinafter mentioned, and was filed subject to the rights acquired by these defendants, the said Warren Railroad Company, by the prior filing of their said survey. And as to the allegations in the said bill contained, to the effect that the said survey of the complainants was made in good faith with the settled determination of actually constructing a road thereby, and was not made by running a theoretical line, but was made by actual measurements and observations with instruments, and was not made for any speculative purpose, or with a view of deterring any other company from occupying the same ground, or any part thereof, these defendants have no knowledge, and are not informed in respect of the said matters, except from the allegations contained in the said bill, and except from the fact that the engineers and employees of the said complainants have been occasionally seen on portions of the said route by some or one of these defendants, and except that these defendants, from the conduct of the said complainants and their agents, hereinafter more particularly mentioned, believe, and therefore charge, that the said complainants did make or complete said survey with a view of deterring

these defendants, the Warren Railroad Company, from occupying material and important portions of the route of their said railroad, by them the said Warren Railroad Company adopted and surveyed as hereinafter mentioned; wherefore, these defendants leave the said complainants to make such proof in relation to the said last-mentioned allegations as they may be advised or be able to make.

10 And these defendants further answering say, they admit that the complainants have negotiated with some of the owners of the lands over which the complainants' said survey extends for the purchase of the same; but when the said complainants began such negotiations, or how much they have expended in that behalf, these defendants are not informed, and leave the complainants to make such proof thereof as they may be able to do.

20 And these defendants further answering say, they have been informed, and believe it to be true, that the said complainants did, by their agents, at or about the respective times for that purpose mentioned in the said bill, procure from George Vass, Samuel L. Taylor, and Daniel Lanning, jr., respectively, deeds or writings under seal purporting to convey to the said complainants the respective parcels of land for that purpose specified in the said Bill of Complaint, but inasmuch by reference to the records of deeds in the clerk's office for the county of Warren, where the said deeds or writings are recorded, it appears that the said complainants have not fully set forth the terms, these defendants pray that the said deeds may be produced and proven by the complainants, in order that the originals
30 thereof may be referred to and examined by this Honorable Court; amongst other things it appearing by the said records, that the said complainants, in one or more said deeds, reserved to themselves the right and privilege of relocating their said road, and of taking more land than is described therein; but as to the price or prices which the said complainants gave, or agreed to give for the said lands, and as to the other particulars alleged in relation thereto, except as hereinafter mentioned, these defendants have no particular knowledge or information, and there-
40 fore leave the complainants to make such proof in regard to said particulars as they may be advised or be able to do.

And these defendants admit it to be true, that the said deeds do respectively embrace some portions of the route of the Warren Railroad, as adopted by these defendants, the Warren Railroad Company, and embraced in the survey by them filed as aforesaid; and these defendants insist, before this Honorable Court, that the said complainants had no right to purchase any portion of said lands
50 which were so embraced in the survey and route of these

defendants, the Warren Railroad Company, and were guilty of a gross violation of the rights of the said Warren Railroad Company in so doing, inasmuch as the said Warren Railroad Company had (as was well known to the said complainants) not only filed the survey of their said route before the said complainants filed their survey, but also had actually procured the right of way for their said road, to wit, the said Warren Railroad, according to the said survey thereof, with the privilege of embankments, excavations and other privileges incidental and requisite thereto, from the said George Vass, Samuel L. Taylor, and Daniel Lanning, jr., respectively, over their said lands respectively, by the said agreements under seal in the said bill referred to and hereinafter described, before the said complainants so procured their said deeds as aforesaid, as will be hereinafter more particularly set forth and shown. 10

And these defendants further answering say, they admit that they have proceeded to take possession of such portion of said lands as is embraced in the said survey of the Warren Railroad, and that they claim a right to hold and possess the same, and to construct a railroad thereon, and to retain possession thereof; but they say that in so doing they have acted in behalf and for the use of these defendants, the Warren Railroad Company, and insist that they have just cause and legal warrant in so doing under and by virtue of the rights, privileges, and franchises, granted by the State of New-Jersey to the said the Warren Railroad Company, in and by their said charter, and acquired by the said Company under the same, by means of the acts, matters, and things hereinafter mentioned, and more particularly referred to. 20 30

And these defendants further answering, admit and allege that they have commenced excavations on the said lands, within and upon the route and survey of the said Warren Railroad as hereinafter mentioned, and that they intend to construct a railroad thereon according to said route, but they deny that they have made foolish excavations, or that they have taken sham possession as aforesaid; and they deny that by taking possession of their said route, either such part thereof as crosses the said lands before mentioned, or any other part thereof, and constructing a railroad thereon, the said complainants will be prevented from making their said extension of their railroad from Hackettstown to the Delaware Water Gap, by way of said Vannest and Vass Gaps; on the contrary, these defendants are informed and believe that the said complainants, by making a slight deviation in their said route from the survey which they have adopted, can avoid the said route and survey of these defendants, the Warren 40 50

Railroad Company, without incurring such an additional amount of expense which would or which ought to deter them, the said complainants, from making the said extension; and these defendants insist that there is no good or sufficient reason why they, these defendants, or the said Warren Railroad Company, should be compelled to abandon their said route and possession, and make such deviation, and incur such additional expense, instead of the said complainants doing the same; on the contrary, these defendants insist before this honorable court, that the said Warren Railroad Company, and the said other defendants, as its officers and agents, as hereinafter mentioned, are both legally and equitably entitled, as against the said complainants, to hold, keep, and retain all the lands included and embraced in the said survey of the said Warren Railroad, as well such portions thereof as are embraced in the survey of the complainants, or in the said deeds procured by the complainants from George Vass, Samuel L. Taylor, and Daniel Lanning, junior, as all other parts and portions of the said survey of these defendants, as will more fully appear by the statements hereinafter contained.

And these defendants further answering say, that they deny all fraud, trick, and contrivance, charged against them in and by the said bill of complaint, whether in the organization of the said Warren Railroad Company, or in survey of the said Warren Railroad, or in the adoption and filing thereof, or in procuring the right of way for the said Warren Railroad from the said George Vass, Samuel L. Taylor, and Daniel Lanning, junior, or in taking possession under the same as aforesaid, or in reference to any of the matters relating to or concerning the premises.

And these defendants further say, that the truth and facts in relation to the acts and proceedings of these defendants, or any of them, in the premises, will more particularly and fully appear by the statements and recitals hereinafter contained, all of which statements and recitals each of these defendants severally for himself, so far as the same are made by him personally, alleges to be true, and so far as the same are made by others of these defendants, he is informed and believes to be strictly and absolutely true.

Wherefore, in order that the truth and the fact in relation to the matters complained of in the said bill of complaint may more fully and particularly appear to this Honorable Court, and in order that the court may rightly and fully understand the same, these defendants further answering say, that for several years past it has been greatly desirable for the public interests that a railroad or railroads should be constructed in and through the county of

Warren, in this state, to connect the coal regions of Pennsylvania with some line or lines of railroad leading directly to the city of New-York, and to accommodate and develop the agricultural, manufacturing, and other interests of the said county of Warren, and that such a railroad as is authorized and indicated by the said act, entitled "An Act to incorporate the Warren Railroad Company," and surveyed and projected by the said company as hereinafter mentioned, is calculated and adapted to meet and supply such desideratum; and these defendants say that the said Warren Railroad Company, and their other defendants, as its officers and agents, intend in good faith and in fact to construct the said Warren Railroad, if they are not prevented from so doing by the inequitable acts of the said complainants, or by the action of this Honorable Court; and they are now desirous of prosecuting the said work in those parts of the said route where they have been enjoined by the writ of this court, issued in this suit, from carrying on their operations, inasmuch as the greatest amount of rock excavations and work that will necessarily consume much time, are required at those particular points of the said route; and as to the reiterated charges made in the said bill of complaint to the effect that these defendants are not proceeding in good faith, and do not really intend to construct a railroad in and over said route, but only desire to hinder and interfere with the complainants, and that the organization of the said Warren Railroad Company and the survey and adoption of said route, and the measures taken by defendants or any of them to secure the right of way over said route and to take possession of the same, are all or any of them a pretence and sham device, these defendants answering say, that the said charges are entirely and absolutely untrue, and that the truth and the facts are that the said Warren Railroad Company both has at command by means of its own capital and by the co-operation of other parties, which has been secured by and on behalf of said company, an abundance of means and resources, as these defendants confidently believe, for the construction of said railroad in a permanent and substantial manner, and they intend and confidently expect speedily to construct the same and put it in operation, if not thwarted and prevented therein in the manner before referred to. And as to the immediate circumstances which led to the passage of the said act of the Legislature of New-Jersey, entitled "An Act to incorporate the Warren Railroad Company," and to the organization of said company under the same, these defendants further answering say, to wit, the said John I. Blair for himself answering says, and the said other defendants believe it to be true, that the said John I. Blair being largely interested for several

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years past in the coal and iron business at Scranton, in the county of Luzerne, in the state of Pennsylvania, as well as in property in the county of Warren aforesaid, he and the company with which he the said John I. Blair was connected at Scranton aforesaid, had for a long time been anxious to construct a direct road from Scranton aforesaid to connect with some road in the state of New-Jersey leading directly to the city of New-York, that they might have an outlet for the transportation of their coal and iron to the city of New-York; and that the said John I. Blair and the company with which he was associated at Scranton aforesaid, had constructed a railroad connecting Scranton aforesaid with the Erie Railroad in the state of New-York, at the Great Bend of the Susquehanna river in the state of Pennsylvania, and running thence to Cayuga lake in the state of New-York, for the transportation of their coal and iron westward; and that immediately upon the completion of said road, in or about the year eighteen hundred and fifty-one, it was determined by the said John I. Blair and his said associates to endeavor to construct a railroad from Scranton aforesaid to the Delaware Water Gap, or to some point on the Delaware river above the town of Belvidere in the state of New-Jersey, to connect by a bridge over the Delaware river with some road in the said state of New-Jersey, that would connect with a road leading to the city of New-York, and that the legislature of Pennsylvania, on the seventh day of April, eighteen hundred and forty-nine, passed an act incorporating the "Delaware and Cob's Gap Railroad Company," authorizing said company to build or construct a railroad, beginning at the Delaware river at or near the Delaware Water Gap, and thence by the most practical route, and terminating at or near Cobb's Gap, in the county of Luzerne or Wayne, in the said state of Pennsylvania, to connect with any railroad that might be constructed at either end of said route, and to extend a branch or lateral road from said railroad to any point in the Lackawanna valley, east of the Lackawanna creek, under which last mentioned act a company in which the said John I. Blair, the said defendant, was largely interested, was chartered and became duly organized, and have proceeded as hereinafter mentioned to lay out and put under contract a railroad from Scranton aforesaid to the Delaware river below the Water Gap.

And these defendants further answering say, that at the time of the passage of the said last mentioned act by the legislature of the state of Pennsylvania, there was no act of the legislature of the state of New-Jersey, so far as these defendants know, authorizing any company to construct a railroad from the Delaware Water Gap so as to intersect

by a direct route any other railroad leading to the city of New-York.

And this defendant John I. Blair further answering for himself saith, and the said other defendants believe it to be true, that believing it to be a matter of great importance that such a law should be obtained, this defendant John I. Blair, in connection with this defendant Charles Scranton, and with the consent of these defendants William P. Clark and Adam Wandling, Jr., and also the consent of John O. Stearns and George W. Taylor, five of the commissioners whose names are set forth in the said act entitled "An Act to incorporate the Warren Railroad Company," applied to the legislature of New-Jersey for the passage of an act to incorporate the Warren Railroad Company, and that the legislature of the state of New-Jersey on such application on the twelfth day of February, in the year of our Lord one thousand eight hundred and forty-one, passed the said act, a copy of which is hereto annexed as aforesaid. 10

And these defendants further answering say, that at the time of the passage of the said act incorporating the said The Warren Railroad Company, there was no act of the legislature of this state authorizing the said complainants to extend a railroad to the Delaware Water Gap through the county of Warren aforesaid, and that the said complainants did not obtain the passage of their said act by the legislature of this state until the nineteenth day of February, in the year of our Lord one thousand eight hundred and fifty-one. 20

And this defendant John I. Blair further answering for himself saith, and the said other defendants believe it to be true, that the said complainants obtained the passage of the said act with a full knowledge of the act incorporating the said the Warren Railroad Company, and subject to all the rights and privileges which belonged to the said the Warren Railroad Company. 30

And this defendant John I. Blair, further answering for himself saith, and these other defendants believe it to be true, that at the time of the passage of the act incorporating the said The Warren Railroad Company, it was well understood that the route of the said Warren Railroad would be through the Vannest Gap and the Vass Gap, and that on or about the month of June, in the year of our Lord one thousand eight hundred and fifty-two, the said Edwin McNeil, under the direction of the Delaware and Cob's Gap Railroad Company, made a thorough reconnoissance of the route of the said Warren Railroad, and determined then that the route of said Warren Railroad would be through the Vannest and Vass Gaps, and so reported to those under whose direction and authority he had made said examination. 40 50

And this defendant John I. Blair further answering for himself says, that when the said complainants were endeavoring to get the said act passed authorizing them to extend their said road to the Delaware river, they consulted this defendant, the said John I. Blair, and requested his assistance in getting a proper act passed, and that at that time the said complainants did not pretend that they proposed to occupy the Vannest Gap, but represented that they intended to locate the route of their said road through
 10 Boyd's Gap.

And this defendant Charles Scranton answering for himself says, and the said other defendants believe it to be true, that about the time of the passage of complainants' last mentioned act, that some or one of the agents of said complainants passed over some part of the land of this defendant, Charles Scranton, and pretended to show this defendant, the said Charles Scranton, where the route of the extension of their said road would run, and the engineer or some of the agents of said complainants made a map
 20 showing the route of said road on the north side of Scott's mountain, from two and a half to five miles distant from the grounds they now pretend to claim, and in no wise conflicting with the route of the said Warren Railroad; and that this defendant, Charles Scranton, took the engineer of complainants through the said Vannest Gap and endeavored to convince him that a feasible route could be found through said Vannest Gap, and that after examining the said Vannest Gap the complainants' said engineer concluded it would bring the road too far south, and that in a
 30 map made by the engineer or some or one of the agents of said complainants showing the route of the said road, no part of the Vannest Gap appeared upon said map.

And this defendant John I. Blair further answering for himself says, and the other defendants believe it true, that at the time of the passage of the said act incorporating the said the Warren Railroad Company, it was intended by this defendant John I. Blair and his associates that the said Warren Railroad should pass through and occupy the
 40 Vannest Gap and Vass Gap over the land now pretended to be claimed by said complainants, as the route of their said railroad to the Delaware Water Gap.

And this defendant John I. Blair further answering for himself says, and the other defendants believe it true, it was always the intention and purpose of the said John I. Blair, and those with whom he was interested as aforesaid, to construct the Warren Railroad at the earliest practicable period, and that he and those acting with him as aforesaid procured an act of the Legislature of Pennsylvania to be
 50 passed on or about the twenty-third day of April, in the year of our Lord one thousand eight hundred and fifty-

two, authorizing the Delaware and Cobb Gap Railroad Company to connect their road with the road of the Warren Railroad Company, or with the road of the Central Railroad Company of New-Jersey, by a bridge across the river Delaware, which bridge might be constructed or built in whole or in part or jointly by either company aforesaid, as by reference to the said act or a duly authenticated copy thereof may more fully appear.

And the said John I. Blair further answering says, and the said other defendants believe it to be true, that he the said John I. Blair and his associates aforesaid, notwithstanding they had obtained the said charter of the Warren Railroad Company, were willing and desirous that the said complainants should extend their said railroad from Hackettstown to the Delaware River and should form a connection with the said Cobb's Gap Railroad, and endeavored by offers which the said John I. Blair and those associated with him as aforesaid deemed liberal and fair to induce the said complainants so to extend their said road, but could never get the complainants to any point on the subject, and could not get them to say or determine that they would extend their said road beyond Hackettstown at all; and in prosecution of such the endeavors of the said John I. Blair and his associates aforesaid to induce the said complainants to make the said extension, he the said John I. Blair, some time in the fall or early in the winter of the year eighteen hundred and fifty-two, wrote to the Vice President of the said complainants, and requested them to appoint a committee, or that some of their company should confer with this defendant or some of his associates on the subject, and in the month of January last, this defendant John I. Blair had an interview with the principal and most influential directors and managers of the said Morris and Essex Railroad Company, and urged upon them so to extend their said road as aforesaid, and to form a connection as aforesaid with the said Cobb's Gap Railroad, and offered them all equitable and reasonable terms for such a connection, such as a *pro rata* participation of the tolls and freights of all passengers and merchandise according to the distance the same might be transported on the said respective roads, and desired them to name a price at which they would consent to transport coal; but the said directors and managers in answer to the said John I. Blair's proposition at that time alleged that they the said complainants had no money to build such extension, and gave this defendant the said John I. Blair no encouragement that they would do any thing on the subject, and said to this defendant the said John I. Blair to the effect, that they would not carry coal at all unless they could make money by it, and that they were afraid

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the grades of their road were too high for the transportation of coal, and further alleged that if they did build their said extension they must have the whole business; and that if this defendant the said John I. Blair and his associates connected with the Central Railroad of New-Jersey, they would have nothing to do with it.

- But this defendant the said John I. Blair refused to engage that the complainants should have the whole business, because he was satisfied and so stated to them, that
- 10 they could not do all the business which the said connection with the said Cobb's Gap Road, and thereby with the mineral region of Pennsylvania, and the interior of New-York, could afford, inasmuch as the grades of the complainants' road are too high for that purpose, and this defendant the said John I. Blair and his associates desired to connect also with the Central Railroad of New-Jersey by means of the said Warren Railroad. Wherefore, inasmuch as the defendant the said John I. Blair could not
- 20 get any arrangements with the said complainants, and could not induce them to engage to extend their road as aforesaid, and this defendant the said John I. Blair and his associates being desirous of hastening forward a connection between the said Cobb's Gap Railroad and the Central Railroad of New-Jersey, this defendant the said John I. Blair and those interested with him as aforesaid proceeded at once to the organization of the Warren Railroad Company, and to the adoption and filing of the survey of the Warren Railroad, whereof complaint is made in and by the said bill as will be hereinafter more particularly
- 30 mentioned; and after the filing of said survey and the securing of the right of way for said railroad as hereinafter also mentioned, this defendant the said John I. Blair, some time in the latter part of the month of March last, received a letter from the complainants or one of their principal officers and directors desiring an interview with him, and this defendant John I. Blair thereupon had an interview with some of the principal officers and directors of the complainants, and again offered to connect with the said complainants at Vannest Gap, and to give them as
- 40 much for the transportation of coal from that point as might be given to any other company, and ten cents more than would be charged by the Morris Canal Company, or to pay them at the rate of one and a half cent per ton per mile as charged by the New-York and Erie Railroad Company, or an average of the charges made by the Reading, the Erie and the Cumberland Railroads, and the same equitable terms as to passengers and merchandise as before expressed; but the said Directors refused to make or propose any arrangements or connection with the said
- 50 Blair, this defendant, unless he and his associates would

abandon the Warren Railroad, which this defendant the said John I. Blair utterly refused to do, inasmuch as the construction of the said Warren Railroad was believed by this defendant the said John I. Blair and those interested with him as aforesaid to be highly desirable for the interests and prosperity of that portion of the State of New-Jersey, and absolutely necessary as a complete outlet to the business and trade which would be created and brought to that point by the said roads and interests in which they were interested in the State of Pennsylvania, 10
and inasmuch as the construction of the said Warren Railroad had materially entered into the plans of public improvement formed by the said John I. Blair and his said associates.

And the said John I. Blair further answering says, and the said other defendants believe it to be true, that he had frequently examined to ascertain which would be the most feasible route for the said Warren Railroad prior to the survey thereof hereinafter next mentioned, and that in the latter part of the month of January last this defendant John I. Blair and his associates employed the said 20
Edwin McNeil, who was the Chief Engineer of the Lackawanna and Western Railroad Company, and of the Cobbs Gap Railroad Company, to survey the route of the said Warren Railroad, from the Delaware Water Gap to New Hampton. And this defendant John I. Blair denies, and the other defendants believe such denial to be true, that he gave any instructions to the said Edwin McNeil to follow the stakes set up by the said complainants in their survey of the route of the extension of their said road, and 30
denies that he ever knew at that time that complainants had made a survey of said route; on the contrary, this defendant John I. Blair charges, and the other defendants believe the truth to be, that he had understood that the complainants had contemplated a different route for their road, and that they had declined surveying the route over which the said Warren Railroad is located through Van-nest Gap; and the said Charles Scranton and George Titman charge the truth to be, and the other defendants believe it to be true, that they subscribed money to pay en- 40
gineers to survey a route for a railroad through Boyd's Gap and Vass Gap, for complainants.

And this defendant John I. Blair denies, and the other defendants believe such denial to be true, that the said Edwin McNeil and his assistants, in making the said survey of the Warren Railroad, followed the stakes set up by the complainants' said engineers, or that any attention was to their stakes or to any route surveyed by complainants, if any route had been surveyed by them.

And this defendant John I. Blair further denies, and the 50

other defendants believe such denial true, that any stakes or monuments, or marks of any other road, were found by the said McNeil and his associates until the said McNeil and his associates had approached near the Vass Gap in his said survey, having then passed over about ten miles of the route described in the survey of the Warren Railroad Company, and that when the said McNeil and his associates were near the Vass Gap they met, as the said McNeil afterwards informed this defendant, engineers of the said complainants
 10 surveying, as the said Edwin McNeil supposed, a route.

And this defendant John I. Blair further denies, and the said others defendant believe such denial true, that the said Edwin McNeil in making the said survey of the said Warren Railroad only passed over a part of said route; on the contrary, this defendant John I. Blair charges, and the other defendants believe the truth to be, that the said Edwin McNeil and his associates made a careful instrumental survey of the whole route of the said Warren Railroad, from a point on the Delaware river not more than
 20 five miles above the Delaware Water Gap to New Hampton.

And this defendant John I. Blair further denies, and the other defendants believe such denial true, that any instructions were given to the said Edwin McNeil to make a mere vague and general survey of the said route of the said Warren Railroad.

And this defendant John I. Blair further answering says, and the other defendants believe it to be true, that the said Edwin McNeil was engaged for about three weeks in making the said survey of the said Warren Railroad, and that he had with him a full corps of engineers.
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And this defendant John I. Blair further answering says, and the other defendants believe it to be true, that the survey so made by the said Edwin McNeil was made in good faith, and was intended to describe and indicate the route of the said Warren railroad, and by which the said Warren railroad would be constructed.

And this defendant John I. Blair further answering says, and the other defendants believe it to be true, that in the month of February last past it was determined by
 40 him and his associates interested in the Cobb's Gap Railroad, to proceed at once to get the stock subscribed for the said Cobb's Gap Railroad, and get that road in readiness to be put under contract for building early in the following spring, and that it was therefore important that the Warren Railroad Company should be organized, and the Warren Railroad be ready to be put under contract about the same time or as soon thereafter as it could be done, that both said roads might be completed at or about the same time; that this defendant John I. Blair, in the month
 50 of February last past, requested this defendant, William

P. Clark, who was one of the commissioners named in the said act of incorporation to notify the other commissioners named in said act, or some of them, and that the said William P. Clark, with the other commissioners, were desired to open books to receive subscriptions to the capital stock of the Warren Railroad Company, and that he the said John I. Blair advised the said William P. Clark, that it was desirable that books should be opened on the fourth day of March last past, at Titman's Hotel in Bridgeville, in the county of Warren in this State, and that this said defendant, John I. Blair, wrote to Robert S. Kennedy, another of the commissioners named in said act, and requested his co-operation in opening said books of subscription by the said commissioners, and also sent a notice to John O. Stearns who signed the same. 10

And this defendant William P. Clark, answering for himself says, and the other defendants believe it to be true, that he the said William P. Clark procured the publication in the Belvidere Intelligencer, a newspaper printed and published at Belvidere, in the said county of Warren, the following notice signed by the commissioners whose names are attached to said notice, to wit: "Notice is hereby given that the books of the Warren Railroad Company, to receive subscriptions to the capital stock of said corporation, will be opened on Friday the fourth day of March next, from 10 o'clock A. M. to three o'clock P. M. of said day, at Titman's Hotel, at the village of Bridgeville, in the county of Warren, and State of New-Jersey. Dated February 20, 1853. 20

WM. P. CLARK, 30
 GEORGE TITMAN,
 GEORGE W. TAYLOR,
 ADAM WANDLING, JR.,
 JOHN O. STEARNS."

And that said notice was published in the said Belvidere Intelligencer once prior to the said fourth day of March last; and that this defendant, William P. Clark saw this defendant George Titman personally, and informed and requested him to meet the other commissioners on the said fourth day of March, and also sent the notice to George W. Taylor and Adam Wandling, jr., other two of the commissioners named in said act of incorporation, and also left a notice for Charles Scranton, who was also a commissioner named in said act, of the time and place of said meeting. 40

And this defendant John J. Blair utterly denies, and the other defendants believe such denial to be true, that he used any fraud, trick, or contrivance, to induce the said commissioners to open the said books of subscription. 50

And these defendants further answering admit that no other public notice of the said meeting except that published in the Belvidere Intelligencer as aforesaid was given, but these defendants insist that no other public notice was required; that by the said act of incorporation, no public notice was required to be given by the said commissioners; that by the third section of the act of incorporation the said commissioners were authorized to open books to receive subscriptions to the capital stock of the

10 said corporation, at such time or times and place or places as they or a majority of them might think proper, and that the time, place and manner of opening said books was vested by the said act in the said commissioners, and they could give public notice or not as they might deem advisable. And these defendants further insist that if public notice had been required, the notice given was entirely sufficient, that the said Belvidere Intelligencer circulated generally through the county of Warren; and this defendant John J. Blair says, and the other defend-

20 ants believe it to be true, that he had informed different persons of the said meeting.

And these defendants further answering say, that on the said fourth day of March last, all the commissioners named in the said act of incorporation, except Robert S. Kennedy and John O. Stearns, met at Bridgeville according to the said notice, that several persons attended on said day, but these defendants cannot specify their names, except those names which will hereinafter appear.

30 And these defendants William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman, further answering say, and the other defendants believe it to be true, that they in common with George W. Taylor, as commissioners named in said act of incorporation, at the said time and place mentioned in said notice, caused through Charles

40 Scranton; one of their number, the following notice to be read to the persons then assembled, signed by them as commissioners, to wit: "We the subscribers whose names are hereto annexed, commissioners named in the act incorporating The Warren Railroad Company, having given due notice in the Belvidere Intelligencer, a newspaper printed and published in the town of Belvidere, in the county of Warren and State of New-Jersey, of general circulation, that books of subscription to the capital stock of said company would be opened at the house of Jesse Titman, innkeeper, in the village of Bridgeville, in the county of Warren, on Friday, the fourth day of March, A. D. 1853, books to be opened at ten o'clock A. M. of said day, and close at three o'clock P. M., and which

50 books we have this day duly opened as set forth, and we

have also attended for that purpose. Dated Bridgeville, March 4, 1853.

CHARLES SCRANTON,	} Commis- sioners."
WM. P. CLARK,	
ADAM WANDLING, JR.,	
GEORGE TITMAN,	
GEORGE W. TAYLOR,	

And these defendants Charles Scranton, William P. Clark, Adam Wandling, jr., and George Titman, further answering say, and the said other defendants believed it to be true, that they with the said George W. Taylor, also present and acting therein as commissioners named in said act of incorporation, opened a subscription book in pursuance of the said notice, and the following subscription was prepared, which the different persons there were invited to subscribe, to wit: 10

"Subscription to the Capital Stock of the Warren Railroad Company. 20

We, the subscribers whose names are hereunto annexed, agree each one for himself and not for one another, to pay for each share that we subscribe to the capital stock of the Warren Railroad Company in such manner and instalments as is conformable to the charter of said company.

Dated Bridgeville, March 4th, 1853."

That the said subscription was read over in the presence and hearing of the several persons who were in attendance, and they were invited to subscribe said agreement, and that the said agreement was signed by the following persons, in the following order, and for the following amounts: 30

The said John I. Blair subscribed for five thousand shares of said stock,	\$250,000	
The said Charles Scranton subscribed for one thousand shares,	50,000	
The said William P. Clark subscribed for three hundred shares,	15,000	
The said George Titman subscribed for three hundred shares,	15,000	40
The said George W. Taylor subscribed for three hundred shares,	15,000	
The said Adam Wandling, jr., subscribed for three hundred shares,	15,000	
The said James Blair subscribed for three hundred shares,	15,000	
Jacob W. Dernberger subscribed for one hundred shares,	5,000	
James Hiles subscribed for one hundred shares,	5,000	50

George Vass subscribed for one hundred shares,	5,000
William Blair, jr., subscribed for one hundred shares,	5,000
Samuel Blair subscribed for fifty shares,	2,500
J. G. Shipman subscribed for fifty shares,	2,500
	<hr/>
	\$400,000

- 10 And the said defendants, William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman, further answering say, and the other defendants believe it to be true, that no other agreement either verbal or written was given by them as commissioners, but the one above set forth and signed by the persons above named. And these defendants William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman deny, and the other defendants believe such denial to be true, that any verbal statements were made by them or either of them
- 20 inconsistent with the terms of said agreement, so signed as aforesaid. This defendant Charles Scranton says he may have said that no money would be required to be paid on that day from the stockholders, because said commissioners did not require any money to be paid on that day. And said William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman, further deny, and the other said defendants believe such denial to be true, that any person subscribing for said stock said in their presence or hearing that if he was expected to pay he would not subscribe;
- 30 and they further deny, and the other defendants believe such denial to be true, that it was through the contrivance or persuasion of the said John I. Blair, that they were induced to open the books of subscription of the said Warren Railroad Company; on the contrary, they insist, and the other defendants believe it to be true, that they were anxious and desirous that the said Warren Railroad should be built. And these defendants, William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman, further deny that they or either of them ever stated to any
- 40 agent of the said complainants any of the matters set forth in said bill of complaint, nor that the stock was subscribed as a mere formal matter, nor anything to that effect, because these defendants, the said William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman say, and the said other defendants believe it to be true, that they did not so consider it; that their acts on the said fourth day of March last were all in good faith and done without any intention, purpose or desire, to violate either the letter or the spirit of the law under which they were
- 50 acting.

And this defendant John I. Blair, further answering for himself, says, and the other defendants believe it to be true, that he was the first to subscribe to the stock of the said Warren Railroad Company after the books were opened by the said commissioners on the fourth day of March last past, that he read over and fully understood the nature of the agreement he subscribed, and he subscribed for the said five thousand shares of the said stock in good faith, understanding his legal obligations to pay the same, and that he is ready and willing at all times to pay the stock by him subscribed in such manner as it shall be called for by the board of directors of the said Warren Railroad Company in conformity with their charter; and he denies that he subscribed the said stock as a mere matter of form, and the other defendants believe such denial to be true. And this defendant John I. Blair, further answering, says, and the other said defendants believe it to be true, that he did say on that day before the stock was subscribed that if any person subscribed for stock and afterwards desired to dispose of it, he, the said John I. Blair, would find him a purchaser for it; and he thinks he repeated the same or like expression after the stock had been subscribed, that if any of the persons who had subscribed for stock desired or was anxious to part with his stock he would find him a person to take it.

And the said Charles Scranton answering for himself says, and the other defendants believe it to be true, that he subscribed the one thousand shares so by him taken in good faith, with a full knowledge of his liability to pay the same, and that he is now and has at all times since the subscribing of the same been ready and willing to pay for their said stock in such instalments as may be required by the directors of said company in conformity with their charter, and is ready and willing to give ample security for the payment of the same.

And this defendant William P. Clark, answering for himself, says, and the other defendants believe it to be true, that he subscribed the stock by him taken in good faith, and has always been ready and willing, and is now ready and willing to account for the said stock as it shall be required by the said board of directors of the said Warren Railroad Company, in conformity to their said charter. And the said Adam Wandling, jr., answering for himself, says, and the other defendants believe it to be true, that he subscribed the stock by him taken in good faith, and is ready and willing to answer for said stock when called upon by said Warren Railroad Company, in conformity with the charter. And the said James Blair answering for himself, says, and the other

defendants believe it to be true, that he subscribed for his stock in good faith, and is ready and willing to account for the same as it shall be demanded by the said board of directors of the said Warren Railroad Company under the said act of incorporation. And the said James Hiles answering for himself, says, and the said other defendants believe it to be true, that he subscribed for the stock so by him taken in good faith, and is ready and willing to account for the same in such installments as may be

10 demanded by the said board of directors of the Warren Railroad Company, in conformity with their charter. And this defendant George Titman, answering for himself, says, and the said other defendants believe it to be true, that he subscribed the stock by him taken in good faith, and that since subscribing he has had a bona fide offer for the purchase of his said stock, but that he, the said George Titman, declined disposing of the same, and holds himself responsible for the said stock. And this defendant

20 Jehiel G. Shipman, answering for himself, says, and the said other defendants believe it to be true, that he subscribed for the stock so by him taken in good faith, and was willing to retain said stock and account for the same; but that after this defendant on the said fourth day of March last was elected and accepted of the office of secretary of the said Warren Railroad Company, and had entered upon its duties, it was thought advisable that this defendant should dispose of his stock in said company, and that this defendant Jehiel G. Shipman accordingly,

30 by an assignment under his hand, assigned and set over all his stock in said company to one Jacob W. Dernberger, who accepted the same. And these defendants further answering say, that the whole of the stock subscribed on the said fourth day of March last was bona fide, and will be available at all times when called for. And the said William P. Clark, Charles Scranton, George Titman, and Adam Wandling, jr., further answering, say, and the said other defendants believe it to be true, that

40 they as commissioners did not require any money to be paid by those subscribing for the said stock on the said fourth day of March last past, because by the act of incorporation the directors of said company were the proper persons to call in the capital stock, and they left it for their discretion. And these defendants William P. Clark, Adam Wandling, jr., and Charles Scranton, and George Titman, further answering, say, and the said other defendants believe it to be true, that after the said sum of four hundred thousand dollars had been subscribed as aforesaid, and shortly before the hour of three o'clock in the afternoon of said fourth day of March, these de-

50 fendants as commissioners gave notice that the amount

of stock required was subscribed and the books were closed.

And these defendants further answering, say, that immediately upon closing the said subscription a notice was served upon the said William P. Clark, Charles Scranton, Adam Wandling, jr., George Titman, and George W. Taylor, as commissioners, signed by all the persons who had subscribed to the capital stock of said Warren Railroad Company, requesting the said William P. Clark, Charles Scranton, Adam Wandling, jr., George Titman, and George W. Taylor, as commissioners, to give notice to hold an election for the purpose of choosing nine directors for said company, and that they should appoint the election to be held at the house of the said Jesse Titman, on the said fourth day of March at the hour of three o'clock in the afternoon, and close at the hour of four o'clock in the afternoon of said day. 10

And these defendants, the said William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman, further answering, say, and the said other defendants believe it to be true, that they and the said George W. Taylor, acting as commissioners under the said act, immediately gave the following notice : 20

“WARREN RAILROAD COMPANY.

Whereas the full amount of the capital stock of said company has been subscribed, and in further pursuance of the act, the undersigned commissioners give notice to the stockholders all now present, that an election will be held to choose nine directors of the said Warren Railroad Company, on Friday the fourth day of March instant, at the house of Jesse Titman, inn-keeper in the village of Bridgeville, in the county of Warren, and State of New-Jersey. Poll to be kept open from three o'clock P. M. till four o'clock P. M. of said day. 30

Bridgeville, Warren County, March, 1853.

CHARLES SCRANTON,	GEORGE W. TAYLOR,	
WM. P. CLARK,	ADAM WANDLING, Jr.,	
GEORGE TITMAN,		40

Commissioners.”

That the said notice was read in the hearing of every stockholder subscribing to the said stock, and the said stockholders were then called upon to nominate persons to be voted for as Directors of the said Warren Railroad Company ; that different stockholders, but the names these defendants cannot particularly specify, nominated the following persons for directors of the said company, to wit : John I. Blair, Charles Scranton, James Blair, James Hiles, William 50

Blair, jr., Jacob W. Dernberger, George Vass, Samuel Blair, and Jesse Titman ; that at the hour of three o'clock of said day, the poll was opened for voting ; that it was stated by said commissioners to the stockholders, that each share of stock would entitle the holder thereof to one vote ; that the voting was done by ballot, each stockholder voting, and that after the hour of four o'clock had arrived, the poll was closed by these defendants, the said William P. Clark, Charles Scranton, George Titman, Adam Wandling, with whom also
 10 the said George W. Taylor acted, acting as commissioners as aforesaid, the votes counted by them, and the whole election inspected by them ; and that they, the said commissioners, gave the following certificate signed by these defendants, the said William P. Clark, Charles Scranton, Adam Wandling, jr., George Titman, and the said George W. Taylor, as commissioners, to wit :

“ We, the subscribers, whose names are hereto annexed, and commissioners named in the act incorporating the Warren Railroad Company, being duly authorized by said
 20 act to hold an election for nine Directors for said company, which act authorizes us to act as inspectors at said election, having first given every stockholder due notice of the same, and at their request, that an election will be held this day at the house of Jesse Titman, inn-keeper, in the village of Bridgeville, in the county of Warren, N. J. Poll open at three o'clock P. M., and close at four o'clock P. M., of said fourth day of March, A. D. 1853, the vote being taken by ballot. After the voting was over, and the poll closed, the inspectors counted the votes, and the following persons received the number of votes opposite
 30 their names for directors—

	John I. Blair,	eight thousand votes.		
	Charles Scranton,	do.	do.	do.
	James Blair,	do.	do.	do.
	James Hiles,	do.	do.	do.
	Wm. Blair, Jr.,	do.	do.	do.
	Jacob W. Dernberger,	do.	do.	do.
	George Vass,	do.	do.	do.
	Sam'l. Blair,	do.	do.	do.
40	Jesse Titman,	do.	do.	do.

We therefore declare that John I. Blair, Charles Scranton, James Blair, James Hiles, William Blair, jr., Jacob W. Dernberger, George Vass, Samuel Blair, and Jesse Titman, having received the highest number of votes, are duly elected Directors of the Warren Railroad Company, in pursuance of the act of incorporation ; and that we acted as inspectors of said election, as witness our hands.

Dated, Bridgeville, March 4, 1853.

50 ADAM WANDLING, JR., CHARLES SCRANTON,
 GEORGE TITMAN, WM. P. CLARK,
 GEORGE W. TAYLOR.”

And the said William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman, further answering say, and the said other defendants believe it to be true, that the foregoing certificate was read in the presence of the several persons in the above described certificate named, and their election as directors of said company duly announced to them. And these defendants further answering say, that by the said act of incorporation, the time and place of the first meeting of the Board of Directors of the said Warren Railroad Company, was to be fixed by the said commissioners named in said act, or the majority of them; and that the said commissioners by virtue of the authority vested in them by the said act, gave the following notice to the said Directors of the said Warren Railroad Company :

“To the Directors of the Warren Railroad Company, John I. Blair, Charles Scranton, James Blair, James Hiles, William Blair, jr., J. W. Dernberger, George Vass, Samuel Blair, Jesse Titman.

You have been duly elected Directors of said Company, and are requested to meet at the house of Jesse Titman, inn-keeper, in Bridgeville, Warren County, New-Jersey, this day at 4 1-4 o'clock P. M., agreeable to the directions of the charter. Dated, Bridgeville, Warren County, New-Jersey, March 4, A. D. 1853.

CHARLES SCRANTON,
W. P. CLARK,
GEORGE TITMAN,
ADAM WANDLING, JR.,
GEORGE W. TAYLOR,
Commissioners.”

And the said commissioners then and there delivered over to the said directors the said subscription book to the capital stock of said company, as under and by virtue of the said act they were directed and required to do.

And these defendants, the said William P. Clark, Charles Scranton, Adam Wandling, jr., and George Titman, further answering say, and the said other defendants believe it to be true, that they acted and discharged their respective duties as commissioners under the said act, in good faith, and with the purpose and desire of faithfully carrying out the provisions of said act.

And these defendants further answering insist, that all the proceedings had at Bridgeville on the said fourth day of March, were in conformity with the provisions and requirements of the said act incorporating the said Warren Railroad Company.

And the said defendants further answering say, that the

said directors, whose names are hereinabove recited and set forth, as having been elected directors of said company, upon receiving the notice hereinbefore set forth, convened as a Board of Directors of the said the Warren Railroad Company, at the house of the said Jesse Titman, inn-keeper, in Bridgeville, in the County of Warren, and State of New-Jersey, at one-quarter past four o'clock in the afternoon of said fourth day of March last past, and were all present; that the said board was called to order by Charles Scranton, one of the said directors, who nominated the said John I. Blair for President of the said Board of Directors of the Warren Railroad Company, and on the question being put, the said John I. Blair was unanimously elected President of the said Board of Directors of the said Warren Railroad Company; and the said John I. Blair, being present, accepted the said office, and immediately thereafter took the chair as President of the said Board of Directors of the said Warren Railroad Company. And on motion of James Blair, Charles Scranton was unanimously elected Treasurer of said company, and the said Charles Scranton having accepted the said office, it was ordered on motion, that the book containing the subscription to the capital stock of the said company be placed in the hands of the said Charles Scranton as Treasurer of the said company. Jehiel G. Shipman was then nominated, and on motion was unanimously elected Secretary of the said company, and Charles Scranton was appointed a committee to wait upon the said Shipman to notify him of his election and request his attendance before said board to enter upon the duties of said office. The said Charles Scranton having waited upon the said Jehiel G. Shipman, notified him of his election, and requested his attendance before the said board; the said Shipman attended before said board, accepted the said office, and entered upon its duties. Jesse Titman, one of said directors, through the president laid before the board his resignation as a director of said board; his resignation was accepted by the said board, and an election ordered to fill the vacancy occasioned by the resignation of the said Jesse Titman. Dr. William P. Clark was nominated as a director in place of the said Jesse Titman, and on motion, was unanimously elected a director of said board, to fill the vacancy occasioned by the resignation of the said Jesse Titman. Charles Scranton was elected to wait upon the said William P. Clark, and inform him of his election, and request his attendance before said board; the said William P. Clark, upon being notified of an election by the said Charles Scranton, appeared with him before said board, and the said William P. Clark immediately accepted the said office, and the said Jesse Titman retired from said board. Samuel Blair, through

the president, also presented his resignation as a director of said board, which was accepted, and upon motion, Adam Wandling was unanimously elected to fill the vacancy occasioned by the resignation of the said Samuel Blair. The said Adam Wandling being notified of the said election, appeared before said board as requested, accepted the said office, and entered upon its duties, and the said Samuel Blair retired from the board. William Blair, jr., also resigned his place as director of said board. His resignation was on motion accepted, and George Titman was nominated and unanimously elected a director to fill the said vacancy. The said George Titman, on being notified of his election, appeared before said board, accepted the said office, and entered upon its duties; and the said William Blair, jr., retired from the board. Jacob W. Dernberger also resigned his place as a director of said board, which was accepted by said board, and George W. Taylor was nominated and unanimously elected a director of said board to supply the vacancy occasioned by the resignation of the said Jacob W. Dernberger; and the said George W. Taylor being notified of his said election, appeared before said board and accepted his said office, and entered upon its duties, and the said Jacob W. Dernberger retired from said board.

And the said defendants further answering, say, that at the said meeting of the said board of directors of the said Warren Railroad Company on the said fourth day of March last past, it was resolved among other things that a committee consisting of the said John I. Blair, the President, and such associates as he might select, be appointed by the said board who should be fully authorized to adopt such measures as they or a majority of them might deem expedient to insure the early completion of the Warren Railroad in conformity to the charter, and that the President alone or any of the said committee have power to negotiate and contract for the right of way, land for depots and all other purposes not inconsistent with the charter, but that all contracts made by a single one of the said committee should be approved by the said President before it should become binding on the said company, and that the President should be authorized to add to the said committee such other persons as he might deem advisable to carry on the purpose of the said resolution, and that all their acts approved by the President, should be binding upon the said company; and it was further resolved, that the said John I. Blair, the President, should select his own associates on said committee, and the said President immediately appointed as his associates on said committee, Charles Scranton, Adam Wandling, jr., and James Blair.

And it was further resolved, that the said board adopt and approve of the line of location of the Warren Railroad as surveyed and made by Edwin McNeil, chief engineer, and under his direction as now staked out, and beginning at the road of the Central Railroad Company of New-Jersey at New Hampton, in the county of Hunterdon, and running thence through that county to the Musconetcong, the line of Warren county, and thence through the county of Warren, through the Vannest Gap, the Vass
 10 Gap, to and through the Delaware Water Gap to lands of Barnes in said county of Warren and State of New-Jersey. And it was further resolved, that said committee, with the president or a majority with him, should have power to negotiate a connection with the Delaware and Cobb's Gap Railroad Company, in the State of Pennsylvania, and that the said committee, or a majority of them with the president, have power to make arrangements with the Central Railroad Company of New-Jersey to connect with this road at New Hampton, and that said
 20 committee or a majority of it with the president be authorized to arrange and agree with the Morris and Essex Railroad Company (the said complainants) and the Trenton and Belvidere Railroad to make such connection with said company or companies as should be deemed for the mutual benefit of them and the said Warren Railroad Company. And it was further resolved, that the president have the survey mapped and filed in conformity to the location now made and in conformity to the charter, so that said company may be in a position to put the line
 30 or such parts of it under contract as soon as it may be deemed for the interest of said company. And it was further resolved, that the secretary procure a suitable book and record all the proceedings of said board. Which said several resolutions were all voted upon and unanimously adopted by the said board of directors on the said fourth day of March last past; and these defendants utterly deny that there was any fraud, trick or contrivance in their proceedings, or any attempt to abuse the rights conferred upon the said Warren Railroad Company; and
 40 this defendant John I. Blair utterly denies, and the said other defendants believe such denial to be true, that he used any trick, fraud or contrivance in the said matter, in that he by any action of his endeavored to deprive the said complainants of any of their legal rights.

And these defendants insist that they endeavored faithfully to discharge the duties and protect the rights conferred upon the said Warren Railroad Company by the said act of the Legislature of New-Jersey, and they further insist that all the proceedings had by said defendants as the
 50 Board of Directors of the said Warren Railroad Com-

pany on the said fourth day of March last past were in strict congruity to the provisions of the act of the Legislature of New-Jersey creating the said Warren Railroad Company. And the said defendants further answering say, that in all the proceedings of the said Board of Directors of the said Warren Railroad Company on the said fourth day of March last past, they made no effort to circumvent or to defraud said complainants of any of their just rights or privileges; that the said Board of Directors of the said Warren Railroad Company passed the said resolution authorizing the President of said Board, and the committee or a majority of it by him chosen, to meet and confer with the said complainants, and hoped that such an arrangement would be made between said complainants and the said Warren Railroad Company as would tend to promote the interests of both companies, while at the same time these said defendants, the President and Directors of the said Warren Railroad Company, felt bound and by an unanimous resolution passed on the said fourth day of March last pledged themselves to use all honorable and legal means to promote the interests of the said Warren Railroad Company. 10 20

And this defendant the said John I. Blair further answering for himself, denies that he made any particular speech before he was elected President of the Board of Directors of the said Warren Railroad Company on the said fourth day of March last past, that after he was elected President of said Board of Directors of said Warren Railroad Company he made some remarks in which he endeavored to show the utility and importance of constructing the said Warren Railroad, and the advantages that would result from its construction to the County of Warren; but the defendant John I. Blair denies, and the other defendants believe such denial to be true, that in any observations made by him he said anything derogatory to the interests of said complainants. 30

And this defendant John I. Blair further answering saith, and the said other defendants believe it to be true, that being instructed by the said Warren Railroad Company to proceed at once to procure the right of way on said Warren Railroad, he immediately applied to the said George Vass, to purchase of him the right of way across his lands; that the said George Vass and this defendant acting for and on behalf of the said Warren Railroad Company agreed upon the terms for said lands of said George Vass, and the agreement in substance as set forth and described in said complainants' said bill of complaint was executed by the said George Vass on the one part, and the Warren Railroad Company through this defendant John I. Blair on the other part, and delivered to this defendant for the said Warren Railroad Company. 50

And these defendants insist that the said agreement was executed in due form of law, and vested in said company a full and perfect right to appropriate such lands to the use of the said Warren Railroad as against the said complainants and all others claiming subsequent to the execution and delivery of said agreement.

10 And these defendants admit, that the said agreement was executed and delivered before the survey of the said route was filed; but these defendants insist, that that does not affect in the least the legal character of the said agreement, that it was the consent of the owner of said lands voluntarily given by said owner, and was valid and binding against the said George Vass, the owner of said lands, and all persons subsequently claiming through or under the said George Vass.

20 And these defendants insist that said complainants had full knowledge that the survey of the said Warren Railroad was first filed in the office of the Secretary of State, had full knowledge that said survey covered the said lands of the said George Vass, that they had full knowledge that the said George Vass had sold the right of way to the said Warren Railroad Company, and that said complainants induced the said George Vass to convey said lands to them by offering him an exorbitant price for said lands, and that said conveyance so made by the said George Vass to the said complainants is entirely inoperative and void as against these defendants the said Warren Railroad Company.

30 And this defendant John I. Blair further answering, and the said other defendants believe and so understood the truth to be, that in obedience to the resolution of the said Board of Directors of the said Warren Railroad Company, that this defendant the said John I. Blair should have the survey of said road mapped and filed, he proceeded to carry into effect the said resolution, and accordingly addressed the said letter bearing date on the fourth day of March last past to the said Edwin McNeil, as set out and described in said complainants' bill of complaint, embodying the resolution of said Board of Directors of the said Warren Railroad Company, and requested said 40 McNeil to make a return of said survey in conformity with the said resolution; that said McNeil immediately returned the said survey to this defendant, and this defendant the said John I. Blair in company with the said Edwin McNeil proceeded to Trenton to have the said survey filed in the office of the Secretary of State of New-Jersey. And this defendant the said John I. Blair utterly denies, and the other defendants believe such denial to be true, that he wrote the said letter annexed to the said survey, and 50 purporting to have been written by the said Edwin McNeil,

or that he signed the name of the said Edwin McNeil thereto; on the contrary this defendant insists, and the other defendants believe such insistent to be true, that the said letter was written under the direction of the said Edwin McNeil by one of his subordinate engineers, and was signed by the said Edwin McNeil himself, and by the said McNeil addressed to this defendant John I. Blair, and by this defendant John I. Blair annexed to the said survey.

And this defendant John I. Blair denies, and the said other defendants believe such denial to be true, that there was any alteration or addition made to the said survey in any form after it was filed in the office of the said Secretary of State of New-Jersey, or that this defendant the said John I. Blair has ever seen the original survey since it was filed in the office of the Secretary of State of New-Jersey. 10

And these defendants deny that the survey of the said complainants was deposited or filed in the office of the Secretary of State before the survey of the said Warren Railroad, or that any mistake was made by the Secretary of State as to the time of filing the survey of the said Warren Railroad and that of the complainants; on the contrary these defendants insist and so charge the truth to be that the survey of the said Warren Railroad was filed in the office of the said Secretary of State of New-Jersey more than an hour before the survey of the said complainants was deposited or filed in said office. 20

And this defendant John I. Blair further answering, saith, and the other defendants believe it to be true, that on the said eighth day of March last past, he and the said Edwin McNeil went to Trenton in the eight o'clock train of cars from New-York, that upon arriving in Trenton they proceeded immediately to the office of the Secretary of State of New-Jersey, and this defendant John I. Blair presented the said survey to be filed, and that it was filed by said Secretary of State, or his clerk, in the office of the said Secretary of State, at four minutes before eleven o'clock on the said eighth day of March last past; that said defendant John I. Blair paid the filing fees and took from the said secretary a memorandum that the survey of said Warren Railroad was filed in his office at four minutes before eleven o'clock of said eighth day of March; that this defendant John I. Blair, and the said Edwin McNeil, then left the office of the said Secretary; that in a short time thereafter the said Edwin McNeil went back into the office of the said Secretary, and that after the said McNeil had been in the said office some time, the agent or engineer of said complainants came in said office, as this defendant was informed by said Edwin McNeil, with 30 40 50

a map on which he saw "Morris and Essex," and a paper which said McNeil took to be the survey of said complainants, and that said agent said he wished to file it.

And this defendant John I. Blair further answering says, and the said other defendants believe it to be true, that the Secretary of State of New-Jersey has since informed this defendant by letter that the survey of the said Warren Railroad was first in his office.

10 And this defendant John I. Blair denies, and the said other defendants believe such denial to be true, that the said survey was gotten up by him, or that he was guilty of any fraud, trick or contrivance in filing the said survey; on the contrary, this defendant insists, and the said other defendants believe such insistment to be true, that he acted openly and in good faith, and carried out faithfully the instructions of the said Warren Railroad Company in having the said survey filed in the office of the said Secretary of State of this State. And this defendant John I. Blair
20 insistment to be true, that if there was any fraud, trick or contrivance, it was on the part of said complainants, and that said complainants used their utmost effort to get their said survey first filed, but failed so to do.

And these defendants further answering say, that the said survey was filed in the office of the Secretary of State under the sanction and by the express direction of the Board of Directors of the said Warren Railroad Company; that such a corporation as the Warren Railroad Company did exist at the filing of the said survey, and that it was
30 filed in the office of the said Secretary of State prior to the filing of the survey of said complainants; that said survey is a sufficient and legal description of the route of the said Warren Railroad, and the said the Werren Railroad Company are justly and legally entitled to claim under it all the rights and privileges conferred upon said company by the said act of incorporation; a copy of which said survey, and of the letters thereto annexed, as aforesaid, and the certificate of its adoption by the Warren Railroad Company, is hereto annexed, and to which these defendants
40 pray leave to refer as a part of this their answer.

And these defendants further answering say, that the said survey, so filed, contains a description of the land proposed to be taken for the construction of said Warren Railroad; that said survey was intended in good faith to contain a fair and accurate description of the lands aforesaid, and these deponents insist that it does contain such description. And these defendants further answering say, that the said survey does cover the land so agreed to be conveyed to the said Warren Railroad Company by the
50 said George Vass, Daniel Lanning, jr., and Samuel L.

Taylor, which said lands the said George Vass, Daniel Lanning, jr., and Samuel L. Taylor, had given permission to the said Warren Railroad Company to take for the construction of their said railroad; that said survey is sufficiently definite and proper for all the purposes contemplated by the said act of incorporation, and being first filed in the office of the Secretary of State, is conclusive against the rights of said complainants to take or appropriate any land required by the said Warren Railroad Company for the construction of the said Warren Railroad. 10

And the said John I. Blair, William P. Clark, Charles Scranton, James Blair, James Hiles, Adam Wandling, jr., George Titman further answering say, and the other defendants believe it to be true, that they, as the Board of Directors of the Warren Railroad Company, did adopt the said survey filed by the said John I. Blair in the office of the Secretary of State of this State, as the survey of the said company, on the said fourth day of March last past, and that they, as the Board of Directors of the said Warren Railroad Company, did direct the said John I. Blair to file the same in the office of the said Secretary of State; and that at a meeting of the said Board of Directors of said company, held on the sixteenth day of March last, the said John I. Blair reported to said Board of Directors that he had filed the said survey, adopted by said board, in the office of the Secretary of State of this State, at four minutes before eleven o'clock, on Tuesday the eighth day of March last, and that the said board by a unanimous vote, five of these directors defendants as aforesaid, exclusive of the said John I. Blair, being present and voting, adopted and approved of the course of the said John I. Blair in filing said survey. 20 30

And this defendant, John I. Blair, further answering for himself saith, and the said other defendants believe it to be true, that under the resolution passed by the said Warren Railroad Company, on the fourth day of March last past, this defendant, after the survey of the said company had been filed as aforesaid, to wit, on or about the tenth day of March last past, proceeded to secure the right of way for the route of the said Warren Railroad; that a portion of the land formerly owned by Edward H. Swayze, Esq., in the township of Knowlton, in the county of Warren, in this State, and covered by the survey of the said Warren Railroad Company, was necessary for the construction of the said Warren Railroad; that on the day and year last aforesaid, this defendant, John I. Blair, applied to the said Edward H. Swayze to purchase of him the right of way over his lands for said Warren Railroad Company; that said Edward H. Swayze informed this defen- 40 50

dant, the said John I. Blair, that he had sold the land to the said Samuel L. Taylor, and that said Samuel L. Taylor was then moving upon the land, and it would be necessary to make application to the said Samuel L. Taylor and get the right of way of him; that this defendant, John I. Blair, started immediately to go to the house of the said Taylor, in the State of Pennsylvania, to bargain with him, but was prevented that day from crossing the river by the violence of the wind, and that on the fourteenth day of March last

10 he again started to go to the house of the said Taylor, and that while on the way he was informed that some of the agents of complainants were in the neighborhood, and were going to said Taylor's; that this defendant went to said Taylor, told him his business, and agreed with him upon the price the said Warren Railroad Company would pay him for said land; that they would pay him the same price per acre for his land as this defendant John I. Blair had agreed with Uzal O. Swayze said company would pay him for his said lands adjoining lands of said

20 Taylor.

And this defendant John I. Blair denies, and the said other defendants believe such denial to be true, that he practised any fraud upon said Taylor in any respect; that said Taylor executed the said agreement to the said Warren Railroad Company freely and voluntarily, with a full knowledge of its contents; that four days after the execution and delivery of said agreement, to wit, on the eighteenth day of March last past, this defendant John I. Blair took David A. Depue, a Master in Chancery, to take the

30 acknowledgment of said Taylor to said agreement; that the said Samuel L. Taylor acknowledged the same freely, expressed his approbation of the agreement he had made, and these defendants say, that the said agreement, as substantially set out in said complainants' said Bill of Complaint, except instead of saying, as is stated in said bill, being the farm next to Edward H. Swayze, the said agreement described it "that the land is through the farm bought of Edward H. Swayze." And these defendants insist, that the agreement so made by the said Samuel L.

40 Taylor to the said Warren Railroad Company, conveys to the said Warren Railroad Company a just and legal right to appropriate the said lands for the purpose of constructing the said Warren Railroad thereon, and that it is conclusive and binding on the said Taylor and all persons claiming under him with notice thereof.

And these defendants further answering say, they admit that said complainants did afterwards and about the time they set out in their bill of complaint, obtain a deed from said Samuel L. Taylor for the lands described in said bill;

50 but these defendants charge that the said deed was im-

properly and fraudulently obtained from the said Samuel L. Taylor by said complainants' agents, and is absolutely null and void against these defendants and the said Warren Railroad Company.

And this defendant John I. Blair further answering says, and the other defendants believe it to be true, that immediately after the said conveyance of the right of way had been made by the said Samuel L. Taylor to the Warren Railroad Company, this defendant John I. Blair informed the agents of said complainants that the said Warren Railroad Company had purchased the right of way of him the said Samuel L. Taylor, and also served written notices on them forbidding them to purchase of the said Samuel L. Taylor, and that said agents afterwards with the knowledge and consent of said complainants, as this defendant John I. Blair has reason to believe, and therefore charges, notwithstanding they knew the rights of the said Warren Railroad Company in the said lands, went to the said Samuel L. Taylor and endeavored to persuade and influence him to convey the said lands to said complainants by saying to him the Warren Railroad was good for nothing, would never pay him, and by offering him a large sum of money for said land; that said Samuel L. Taylor for a long time refused absolutely to sell the land to said complainants, that he informed them he had disposed of the right of way therein to the said Warren Railroad Company, and did not wish to have any difficulty with them, and that it was not until after repeated applications and solicitations by the said complainants through their said agents, and not till after they had given the said Samuel L. Taylor an instrument of writing, as this defendant is informed and verily believes, agreeing to indemnify him from any damages that might be recovered against him by the said Warren Railroad Company or any one on its behalf, and by paying him a very large sum of money, that they succeeded in getting the said conveyance from the said Samuel L. Taylor. And these defendants insist that the said conveyance was a fraud upon the rights of the said Warren Railroad Company, and for that reason alone, independent of the fact that it was executed long after the conveyance to the said Warren Railroad Company was executed, is absolutely null and void against the said Warren Railroad Company.

And this defendant John I. Blair further answering says, and the said other defendants believe it to be true, that he is satisfied the only object the said complainants had in view, in seeking to get the said conveyance from the said Daniel Lanning, jr., George Vass and Samuel L. Taylor, was merely to obstruct these defendants the Warren Railroad Company in building the Warren Railroad. That

the distance from Hackettstown, the present terminus of the construction of said complainants' road, to the said Daniel Lanning, jr., is about ten miles, and that said complainants, as this defendant John I. Blair is informed and verily believes it to be true, did not attempt to purchase any right of way between the Hackettstown and the said Daniel Lanning, jr., but attempted to purchase the land of the said Daniel Lanning, jr., well knowing that he had conveyed the right of way over said lands to the Warren Railroad Company.

10 And these defendants further answering say, that on or about the tenth day of March last past, they purchased of one Usal O. Swayze the right of way over his said lands, and that afterwards, to wit, on the fifteenth day of April last past, the said Usal O. Swayze and wife for the consideration of eight hundred dollars by deed of bargain and sale, sold and conveyed to the said Warren Railroad Company the following described lands and premises, to wit,

20 premises hereinafter particularly described. The first hereafter described is situated in the township of Knowlton, and the second in the township of Oxford, in the county and State aforesaid, butted and bounded as follows, viz.: The first begins at a stone on the west side of the road leading from Ramsaysburg to Belvidere, and stands in a line between lands of James Ramsay and the said Usal O. Swayze, which stone is on a course of south eighty-four and a quarter degrees west, eighty-nine and a half feet from the intersection of the said line with the

30 centre line of the Warren Railroad; thence 1. south thirty-nine degrees east, fourteen hundred and sixty feet, to a stake and stones; 2. south thirty-seven and a quarter degrees east, ninety-seven feet; 3. south thirty-four degrees east, ninety-six feet; 4. south thirty-one degrees east, ninety-six feet; 5. south twenty-eight degrees east, ninety-six feet; 6. south twenty-four and three-quarter degrees east, ninety-six feet; 7. south twenty-one and three-quarter degrees east, ninety-six feet; 8. south eighteen and three-quarter degrees east, ninety-six feet;

40 9. south fifteen and three-quarter degrees east, ninety-six feet; 10. south twelve and a quarter degrees east, ninety-six feet; 11. south nine and a quarter degrees east, ninety-seven feet; 12. south seven degrees east, ninety-seven feet; 13. south three and three-quarter degrees east, ninety-six feet; 14. south seven hundred and ninety-five feet, to a stake and stones on the east side of said road in a line between lands of the said Usal O. Swayze and those of Samuel L. Taylor (lately Edward H. Swayze), which said stake and stones stand on the east side of said road and on

50 a course of north thirty-nine and a half degrees west one

hundred and eighteen feet from the intersection of the said line with the said centre line of the said Warren Railroad, and on a course of south thirty-nine and a half degrees east twenty-one feet from a stone heap on the west side of the said public road or highway, and is a corner to land of the said Taylor and the said U. O. Swayze. All the above courses are westerly of and parallel to the centre line of said Warren Railroad as now located and staked out, and distant seventy-five feet from it: 15. South thirty-nine and a half degrees east, two hundred and thirty-six feet along said Taylor and Swayze's line to a stake and stones; 16. north nine hundred and eighty-one feet; 17. north three and three-quarter degrees west, one hundred and four feet; 18. north seven degrees west, one hundred and three feet; 19. north nine and a quarter degrees west, one hundred and three feet; 20. north twelve and a quarter degrees west, one hundred and four feet; 21. north fifteen and three quarter degrees west, one hundred and four feet; 22. north eighteen and three quarter degrees west, one hundred and four feet; 23. north twenty-one and three quarter degrees, west one hundred and four feet; 24. north twenty-four and three quarter degrees west, one hundred and four feet; 25. north twenty-eight degrees west, one hundred and four feet; 26. north thirty-one degrees west, one hundred and four feet; 27. north thirty-four degrees west, one hundred and four feet; 28. north thirty-seven and a quarter degrees west, one hundred and three feet; 29. north thirty-nine degrees west, thirteen hundred and sixty-four feet, to a stake and stones in the said line between Ramsay and Swayze: the fourteen courses last mentioned are easterly of and parallel to a centre line of the said Warren Railroad and distant seventy-five feet from it; 30. south eighty-four and a quarter degrees west, one hundred and seventy-nine feet, to the place of beginning, containing twelve acres of land more or less. The second begins at a stake and stones on the top of the Pemorykechong mountain, in a line between land of the said Samuel L. Taylor, lately Edward H. Swayze, and those of the said Usal O. Swayze, and which stake and stones stand on a course of south twenty-eight and a half degrees west, one hundred and forty-nine feet from the intersection of the said last mentioned with the centre line of the said Warren Railroad; thence 1. south twenty-four degrees east, two hundred and one feet; thence 2. south thirty-one and a quarter degrees east, five hundred and six feet: the two courses last mentioned are westerly of and parallel to the centre line of the said Warren Railroad and distant one hundred feet from it; 3. south thirty-nine degrees east, two hundred and one feet, to a stake and stone in a line between lands of the said Usal O. Swayze and George

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Vass, and which stake and stones stand on a course of south forty-six degrees, west seventy-five feet from the intersection of the said line with the centre line of the said Warren Railroad; 4. north forty-six degrees east, one hundred and fifty-five feet, to a stake and stones in Vass and Swayze's line; 5. north twenty-three and a half degrees west, one hundred and sixty-eight feet; 6. north thirty-one and a quarter degrees west, four hundred and ninety-six feet; 7. north twenty-four degrees west, two hundred and eighty-four feet; 8. north eleven and three-quarter degrees west, eighty-five feet; 9. north six and three-quarter degrees west, ninety-three feet; 10. north three and a quarter degrees west, thirty-six feet: the five courses last mentioned are easterly of and parallel to the centre line of the said Warren Railroad and distant one hundred feet from it; 11. south twenty-eight and a half degrees west, two hundred and twenty-five feet, to the place of beginning, containing four and one-third acres of land more or less. The above extra width and quantity of land taken on each side of the centre line of the said Warren Railroad in the two above described tracts or parcels of land is necessary in excavations, embankments, slopes, and for the proper construction of the Warren Railroad, as by the said deed will fully appear.

And this defendant John I. Blair further answering says, and the said other defendants believe and so understand the truth to be, that the lands so conveyed to the said company by the said Uzal O. Swayze, contains the entrance to the Vass tracts and covers the greatest part of it; that the land so conveyed is necessary for the construction of the said Warren Railroad, and that said above-described land is embraced within the line of the survey of said Warren Railroad Company, on file in the office of the Secretary of State. And this defendant John I. Blair further answering says, and the said other defendants believe it to be true, that by a resolution of said board of directors of said Warren Railroad Company, passed on the sixteenth day of March last, this defendant John I. Blair alone, or a majority of the standing committee with him, were directed to put such parts of said line of said road as might be deemed advisable under contract immediately, or at such times as this defendant, or a majority of said committee, might deem advisable, especially the Vass and Vannest Gap, where large work was to be done; that this defendant John I. Blair, in pursuance of said resolution, and to carry out the instructions of said board, at a very large expense proceeded to put that part of the line purchased of the said Uzal O. Swayze and the said Samuel L. Taylor, under contract; that he contracted with an experienced contractor to work the road over said

lands ; and said contractor built a shanty on the lands purchased or contracted for of said Samuel L. Taylor, and proceeded with hands to grade said road over the lands of the said Uzal O. Swayze and Samuel L. Taylor ; that this defendant John I. Blair, acting for said company, paid the said contractors a large sum of money, to wit, the sum of one thousand dollars or thereabouts, for grading said road over said lands ; and that the road so graded is within the line of the survey of the said Warren Railroad Company as filed in the office of the Secretary of State ; that said work was done in a good and substantial manner, as this defendant John I. Blair believes, and was intended to be so done. 10

And defendants further answering say, that these defendants the Warren Railroad Company intend the line so made and graded, with such additions thereto as may be necessary, as a part of the Warren Railroad upon which to lay the rails of said road. And defendants deny that said work was done as a sham or merely as a pretence, but insist that the work was done in good faith, and with the intention and purpose of completing the said Warren Railroad at the earliest practicable period. 20

And this defendant John I. Blair further answering saith, and the other defendants believe it to be true, that at the time said complainants filed their said survey in the office of the Secretary of State, the stakes indicating the route of their said road over the lands of the said Samuel L. Taylor and George Vass, did not essentially interfere with the line located by the said Warren Railroad Company. The arrangements of grade upon the line located and filed by Warren Railroad Company, contemplated terminating through the Vanness and Vass Gaps, while the grades assumed by complainants presumed in either case open cuts, their grade line being from thirty to forty feet above the grade line of the said Warren Railroad, and in no wise conflicting therewith. 30

And this defendant John I. Blair further answering says, and the said other defendants believe it to be true, that the land of the said George Vass, over which the said roads will run, is not difficult to work ; and that said lines, as this defendant is informed and verily believes, come together only in one single point, and that if complainants vary their line, as they reserve the right to do in the said deed, all collision on the land of the said George Vass can be avoided. And defendants further say, that the said Charles Scranton, acting as one of the said committee appointed under the said resolution of the said board of directors of the said Warren Railroad Company, on the fourth day of March last past, and not as a commissioner under the act of incorporation as charged in said bill, exe- 40 50

cuted on the part of the Warren Railroad Company the contract for right of way from the said Daniel Lanning, jr., as set out in complainants' said bill of complaint, which contract was approved by the said John I. Blair as president of said company, and is a good, valid, and binding agreement; and defendants insist that the survey of the Warren Railroad Company over lands of said Daniel Lanning was filed before the survey of complainants; that the right of way was purchased by these defendants, the
 10 Warren Railroad Company, of said Daniel Lanning, jr., before the conveyance to said complainants; and that complainants had full notice thereof, and that their deed is null and void as against these defendants, the Warren Railroad Company.

And these defendants further answering say, they are informed, and believe it to be true, that complainants' agents told the said Daniel Lanning, jr., at the time of the execution of the conveyance to them, that there was room for both said railroads over his said lands.

20 And this defendant John I. Blair further answering says, and the other defendants believe it to be true, that under the resolution of said Board of Directors of the said Warren Railroad Company, this defendant John I. Blair, acting for said company, took possession of the lands so conveyed to the said Warren Railroad Company by the said Daniel Lanning, jr., and that the same is still in their lawful possession.

And these defendants further answering say, that on the first day of April, in the year of our Lord one thousand
 30 eight hundred and fifty-three, the said Charles Scranton and wife conveyed to the said Warren Railroad Company the following described property, situate in the townships of Mansfield and Washington, in the County of Warren, and State of New-Jersey, butted and bounded as follows: Beginning at a point on the boundary line of lands of Charles Scranton and John Pierson, one hundred and two feet from the south-west corner of said John Pierson, and, running thence north sixty-eight and a half degrees east, three hundred feet; thence parallel with and one hundred
 40 and fifty feet from the centre line of the said Warren Railroad two thousand and eighty-five feet; thence north thirty degrees west, seventy-five feet; thence parallel with and seventy-five feet from said centre line of said Warren Railroad sixteen hundred feet, to the boundary line between lands of said Charles Scranton and John Vannatta; thence along said boundary line to a point seventy-five feet from said centre line; thence parallel with and seventy-five feet from said centre line of said Warren Railroad sixteen hundred feet; thence north thirty degrees west, seventy-five
 50 feet; thence parallel with and one hundred and fifty feet

from the said centre line of the said Warren Railroad, to the place of beginning, containing nineteen acres and eighty-seven hundredths of an acre of land, be the same more or less, being lands necessary for the construction of the said Warren Railroad, and covered by the survey of these said defendants, the Warren Railroad Company, on file in the office of the Secretary of State of New-Jersey.

And these defendants further answering say, that one John Pierson, on the first day of April, eighteen hundred and fifty-three, by deed of bargain and sale conveyed to the said Warren Railroad Company the following described lands and premises, situate in the township of Oxford, in the county of Warren and state of New-Jersey, butted and bounded as follows: Beginning at a point in the boundary line between lands of John Pierson and Daniel Lanning, one hundred and two feet from the northwest corner of said John Pierson's land, and running thence north seventy-eight degrees three hundred feet; thence parallel with and seventy-five feet from the centre line of the Warren Railroad seven hundred and fifteen feet, to the boundary line between the lands of said John Pierson and Charles Scranton; thence south sixty-eight and a half degrees west three hundred feet; thence parallel with and one hundred and fifty feet from said centre line of the said Warren Railroad to the place of beginning, containing four acres and ninety-two hundredths of an acre of land, be the same more or less; that said lands are necessary for the construction of said Warren Railroad, and are covered by the survey of the said Warren Railroad filed as aforesaid.

And defendants further say, that the lands so conveyed by the said Charles Scranton and John Pierson, covers the greater portion of what is called the Vannest Gap, and that as defendants are informed and verily believe that the line of said complainants' road only runs about thirty-six perches over the land of said Daniel Lanning, Jr., and that these defendants are informed and believe if the said complainants adhere to the line indicated in their survey filed no collision need take place between said roads.

And this defendant John I. Blair further answering saith, and the other defendants believe it to be true, that the whole length of the said Warren Railroad is about nineteen miles, that of that distance the said Warren Railroad Company have purchased and secured the right of way, including the lands of the said George Vass, Samuel L. Taylor, and Daniel Lanning, Jr., for about six miles; that said company has expended through this defendant John I. Blair a large sum of money for said road; that the engineers of said Warren Railroad Company have now nearly or quite completed the estimate of the costs and ex-

penses of the whole route, and that the said The Warren Railroad Company was nearly or quite ready to put that whole line of said road under contract when enjoined as aforesaid; that contractors have been upon the line of said road and are ready to contract for the construction of said road, and that said company is only prevented by the injunction of this Honorable Court from going on with the construction of said Warren Railroad, and that said Warren Railroad Company have been greatly impeded in their
 10 operations by said writ of injunction.

And these defendants further answering say, that it is their intention and purpose to construct and build the said Warren Railroad with as little delay as possible.

And these defendants further answering say, that in a very few days after the meeting of said board of directors of the said Warren Railroad Company at Bridgeville, on the fourth day of March last, this defendant John I. Blair procured and delivered to the said Jehiel G. Shipman, the secretary of said board, a suitable and proper book to record and keep all the minutes and proceedings of said
 20 board, and that all the proceedings of said board of directors on the said fourth day of March last were by the said secretary, Jehiel G. Shipman, recorded in said book, and were read to said board at a subsequent meeting and approved by said board; that all the proceedings of said board had at its different meetings were by said Shipman kept and recorded in said book, and have been read to said board and approved by the said board of directors, and that all the proceedings of said board are recorded in said
 30 book in the proper handwriting of the said J. G. Shipman as secretary of said board, and have been approved as aforesaid.

And these defendants further answering say, that they have purchased a seal and press, and that at their meeting on the thirteenth day of April last past they adopted it as the seal of the said Warren Railroad Company; and that they have also procured a transfer book for the transfer of stock of said company, and that at their meeting on the day and year last aforesaid, by the unanimous vote of said
 40 board, it was adopted as the transfer book of said company for the transfer of stock.

And these defendants further answering say, that the said George Vass on the first day of June last past, sold and transferred on the transfer book of said company all his stock in said Warren Railroad Company to William E. Dodge, Esq., of the city of New-York, and on the same day left with the secretary of said company his resignation as a director of said board; that said resignation of said
 50 George Vass as a director of said board of directors of the said Warren Railroad Company was laid before said board

of directors of said company at their meeting held on the twenty-ninth day of June last past, the resignation was upon motion accepted, and an election ordered to fill the vacancy occasioned by the resignation of the said George Vass. William E. Dodge, Esq., of the city of New-York, was nominated, and on motion unanimously elected a director of said board of directors of said Warren Railroad Company in place of said George Vass, and the said William E. Dodge being notified of his election as director, accepted the said office, and the said George Vass has no longer any interest in the said company. 10

And these defendants further answering say, that on the sixth day of July last past, George W. Taylor, one of the directors of the said Warren Railroad Company, sold and transferred his stock in said company to John T. Johnston, Esq., of the city of New-York, and at the same time left with the secretary of said company his resignation as a director of said board of directors of the said Warren Railroad Company, which resignation was also laid before the said board of directors of said company at their meeting held on the third day of August last past, that said resignation was accepted by said board and an election immediately ordered to supply the vacancy occasioned by the resignation of the said George W. Taylor. John T. Johnston, Esq., of the city of New-York, was nominated, and on motion unanimously elected a director of said board of directors of said Warren Railroad Company, to supply the vacancy occasioned by the resignation of the said George W. Taylor, and upon being notified of his election the said John T. Johnston accepted the office of director in said company, and the said George W. Taylor is no longer a director of said company and has no interest therein. 20 30

And the said John I. Blair further answering says, and the other defendants believe it to be true, that the said respective agreements from the said Samuel L. Taylor, George Vass, and Daniel Lanning, Jr., were taken to the clerk's office at the respective times when they are marked by the clerk of said county as having been recorded by him, and were delivered to said clerk; that the agreements from the said Daniel Lanning, Jr., and Samuel L. Taylor, were not acknowledged, and the said clerk stated they could not be recorded until acknowledged; that this defendant John I. Blair took them to have them acknowledged, and they were acknowledged on the day the said acknowledgments bear date, and were immediately thereafter returned to said clerk and by him recorded. 40

And this defendant John I. Blair further answering says, he admits, and the said other defendants believe said admission true, that the agent of said complainants did serve the notice on him set out in their said bill of complaint at 50

or about the respective times therein stated, and that said defendant did inform their said agent that said Warren Railroad Company had the right to said lands, were in possession thereof, and intended to proceed to prosecute their work thereon, or to that effect.

And this defendant John I. Blair further answering says, and the other defendants believe it true, he admits it true, that said complainants' agent did call upon him and asked to see the books and papers of said Warren Railroad
 10 Company, and that this defendant John I. Blair refused him permission to see any papers of said company in his custody.

And this defendant Jehiel G. Shipman also admits that the said agent of complainants called upon him in his office in Belvidere and requested to see the books and papers of said Warren Railroad Company in the custody of this defendant, and that he was refused such permission by this defendant Jehiel G. Shipman; but these defendants John
 20 I. Blair and Jehiel G. Shipman insist, that complainants had no legal or equitable right through their agents to inspect the books or papers of said Warren Railroad Company, and that these defendants John I. Blair and Jehiel G. Shipman would have greatly violated their duty to said company, if they had so exhibited the books and papers of said company as they were requested.

And these defendants further admit, that the said Warren Railroad Company have as yet erected no particular office for the transaction of their business, not having as yet had time so to do; that the books and papers of said company proper to be placed in the hands of the Secretary
 30 are in the hands of J. G. Shipman, the Secretary of said Board, in the town of Belvidere; that the Directors of said company held their meetings generally at Ribble's Hotel in the said town of Belvidere, except the meeting held at Bridgeville on the said fourth day of March last past, and one meeting held at the Hotel of Peter Fisher in said town of Belvidere, in consequence of Dr. William P. Clark, one of said Directors, being too unwell to go out.

And defendants further answering say, that the said
 40 Board of Directors of said company have had several different meetings, and that at all these meetings not less than five directors of said company have been present; that all their proceedings have been regularly kept and recorded in their book so as aforesaid provided for that purpose by their Secretary J. G. Shipman; that said Secretary has attended all the different meetings of said Board, except the meeting held on the sixteenth day of March last and hereinbefore referred to, when he was engaged in court, and the proceedings of said meeting were kept and
 50 furnished to said Shipman by this defendant Charles

Scranton, Secretary *pro tem.*; and were by said Shipman recorded in said book. That said minutes and proceedings as recorded in said book have been read by said Shipman to said Board at their different meetings, and by said Board approved. That the minutes and proceedings of said Board as recorded are of considerable length, and these defendants do not think it material to set forth any more of them than they have already hereinbefore set forth. That said book of said company is open for the inspection and examination of this Honorable Court as it may direct or require. 10

And this defendant John I. Blair further answering saith, and the said other defendants so understand the truth to be, that the Delaware and Cobb's Gap Railroad, or as it is now called the Delaware, Lackawanna and Western Railroad, in which this defendant is interested as aforesaid, has been put under contract throughout its whole length, and is now being constructed to the Delaware River at a very great expense, and that it is very important that the said Warren Railroad should be constructed at the earliest period. 20

And this defendant John I. Blair is induced to believe and therefore charges that the object of said complainants in endeavoring to interrupt and disturb the said Warren Railroad Company, in constructing their said Warren Railroad, is that said complainants may monopolize all the business.

And these defendants deny that the object of their proceedings was a speculative one, or that it was any other than to build a good and substantial railroad from the Delaware River near the Water Gap to New-Hampton. And defendants deny that they or any of them by means of complainants' surveys and stakes at any time discovered that the most feasible route for a railroad from the Delaware Water Gap to connect with the Central Railroad at New-Hampton under the act incorporating the Warren Railroad Company must pass on its way from New-Hampton to Water Gap through Vanness Gap and Vass Gap, although these defendants admit that such is in fact the most feasible route for such road, but that this fact was well known to this defendant John I. Blair without and before any survey made by said complainants or any one in their employ. 30 40

And these defendants deny all unlawful combination and confederacy in the said bill charged, without 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, and they pray to be hence dismissed with 50

their reasonable costs and charges in this behalf most wrongfully sustained.

J. G. SHIPMAN,
Solicitor and of counsel with defendants.

10. J. I. BLAIR, President
of the
Warren Railroad Company.

[Seal.]

{
Warren
Railroad
Company,
N. Jersey.
}

State of New-Jersey, Warren County, ss.

The answer of the Warren Railroad Company was taken this tenth day of October in the year of our Lord one thousand eight hundred and fifty-three, before me, under the common seal of the said corporation, as by their said seal affixed appears.

DAVID A. DEPUE,
Master in Chancery.

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New-Jersey, ss.

John I. Blair, Charles Scranton, James Blair, Adam Wandling, jr., William P. Clark, James Hiles, George Titman and Jehiel G. Shipman, being severally sworn according to law on their respective oath, say, that the matters and things set forth in the foregoing answer, so far as relates to their own acts and the acts of each of them, are true, and so far as relates to the acts of others they believe them to be true.

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J. I. BLAIR,
JAMES BLAIR,
ADAM WANDLING, JR.,
CHARLES SCRANTON,
GEORGE TITMAN,
JAMES HILES,
WM. P. CLARK,
J. G. SHIPMAN.

Sworn and subscribed before me at Belvidere, }
this fourth day of October, A. D. 1853. }

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DAVID A. DEPUE,
Master in Chancery.

AN ACT to Incorporate the Warren Railroad Company.

1. Be it ordained by the Senate and General Assembly of the State of New-Jersey, That Robert S. Kennedy, Charles Scranton, Adam Wandling, William P. Clark, George H. Taylor, John O. Stearns and George Titman, and such other persons as may be hereafter associated with them, shall be and are hereby ordained, constituted and declared to be a body politic and corporate, in fact and in name, by the name of "the Warren Railroad Company," and shall be capable of purchasing, holding and conveying any lands, tenements, goods, and chattels whatsoever necessary and expedient for the objects of this incorporation. 10

2. And be it enacted, That the amount of the capital of said company shall be four hundred thousand dollars, with liberty to increase the same to eight hundred thousand dollars, and shall be divided into shares of fifty dollars each, which shall be declared personal property and transferable in such manner as the said corporation shall by their by-laws direct. 20

3. And be it enacted, That the above named persons may open books to receive subscriptions to the capital stock of the said corporation, at such time or times, and place or places, as they or a majority of them may think proper, and as soon as the same shall be subscribed, to give notice for a meeting of the stockholders to choose nine directors, the majority of whom shall be residents of the state; and such election shall be made at the time or place appointed by such of the stockholders as shall attend for that purpose, either in person or by lawful proxy, each share of the capital stock entitling the holder thereof to one vote. And the above named persons, or a majority of them, shall be inspectors of the first election of directors of the said corporation, and shall certify under their hands the names of those persons duly elected, and deliver over the subscription books to the said directors; and the time and place of holding the first meeting of directors shall be fixed by the said persons named in the first section of this act, or a majority of them; and the directors chosen at such meeting, and at the annual elections of said corporation, shall, as soon as may be after every election, choose out of their own number a president, who shall be a resident of this state; and in case of the death, resignation or removal of the president, or any director, such vacancy or vacancies may be filled for the remainder of the year wherein they may happen, by the said Board of Directors, or a majority of them; and in case of the absence of the President the said Board of directors, or a majority of them, may ap- 40 50

point a President pro tempore, who shall have such power as the by-laws of the said corporation shall provide.

4. And be it enacted, That in case it shall happen that an election of directors shall not be made during the day when pursuant to this act it ought to be made, the said corporation shall not for that cause be deemed to be dissolved, but such election may be held at any other time, and the directors for the time being shall continue to hold their office until new ones shall have been chosen in their
10 places.

5. And be it enacted, That five Directors of said corporation shall be competent to transact all business of the said corporation, and shall have power to call in the capital stock of said company by such instalments, not exceeding twenty dollars on each share at one time, and at such times as they may direct; and in case of the non-payment of said instalments, or any one of them, upon due notice being given, to forfeit the share or shares upon which such default shall arise.

20 6. And be it enacted, That the President and Directors of the said company be, and they are hereby authorized and invested with all the rights and powers necessary and expedient to survey, lay out and construct a Railroad from some suitable place on the Delaware River, not more than five miles above the Delaware Water Gap, by the most feasible route to intersect the road of the Central Railroad Company of New-Jersey at or near New Hampton, situated in the county of Hunterdon, with a branch to Belvidere, in the county of Warren, not exceeding one
30 hundred feet in width, 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 the 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 they may 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
40 the purpose of exploring, surveying, levelling or laying out the route of such railroad or lateral and branch 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 of such road or lateral or branch roads shall have been determined upon and a survey of such route 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
50 employ, to enter upon, take possession of, hold, have, use,

occupy and excavate any such lands, and to erect embankments, bridges, ferries, and all other works necessary to lay rails, and to do all other things which shall be suitable or necessary for the completion or repair of the said road or roads, subject to such compensation as is hereinafter provided; provided always, that the payment or tender of the payment of all damages for the occupancy of lands through which the said railroad or railroads may be laid out, be made before the said company or any person under their direction or employ, shall enter upon or break ground in the premises, except for the purpose of surveying or laying out said road or roads, unless the consent of the owner or owners of such lands be first had and obtained.

5. And be it enacted, That when the said company or its agents cannot agree with the owner or owners of such required lands or materials, for the use or purchase thereof, or when by reason of the legal incapacity or absence of such owner or owners, no such agreement can be made, a particular description of the lands or materials so required for the use of the said company, in the construction of the said road, shall be given in writing, under the oath or affirmation of some engineer or proper agent of the company, and also the name or names of the occupant or occupants, if any there be, and of the owner or owners if known, and their residence, if the same can be ascertained, to one of the Justices of the Supreme Court of this State, who shall cause the said company to give notice thereof to the persons interested, if known and in this State, or if unknown or out of this State to make publication thereof as he shall direct, for any term not less than six days, and to assign a particular time and place for the appointment of the commissioners hereinafter named, at which time, upon satisfactory evidence to him of the service or publication of such notice aforesaid, he shall appoint under his hand and seal three disinterested, impartial and judicious freeholders, not resident in the county in which the lands or materials in controversy lie or the owners reside, commissioners to examine and appraise the said lands or materials, and to assess the damages, upon such notice to be given to the persons interested as shall be directed by the Justice making such appointment, to be expressed therein, not less than six days; and it shall be the duty of the said commissioners (having first taken and subscribed an oath or affirmation before some person duly authorized to administer an oath, faithfully and impartially to examine the matters in question, and to make a true report according to the best of their skill and understanding) to meet at the time and place appointed and proceed to view and examine the said land or materials, and to make a just and

equitable estimate or appraisal of the value of the same and assessment of damages as shall be paid by the said company for such lands or materials and damages aforesaid; which report shall be made in writing, under the hands and seals of the said commissioners, or any two of them, and filed within ten days thereafter, together with the aforesaid description of the land or materials, and the appointment and oaths or affirmations aforesaid, in the clerk's office of the county in which the land or materials are situate, to remain on record therein; which report, or a copy thereof, certified by the clerk of said county, shall at all times be considered as plenary evidence of the right of said company, to have, hold, use, occupy, possess and enjoy said land or materials, or of the said owner or owners to recover the amount of said valuation, with interest and costs, in an action of debt in any court of competent jurisdiction, in a suit to be instituted against the company, if they shall neglect or refuse to pay the same for twenty days after the demand made of their Treasurer, and shall from time to time constitute a lien upon the property of the company, in the nature of a mortgage; and the said Justice of the Supreme Court shall, on application of either party and on reasonable notice to the others, tax and allow such costs, fees and expenses to the Justice of the Supreme Court, commissioners, clerks and other persons performing any of the duties prescribed in this section, as they or he shall think equitable and right, which shall be paid by the said company.

8. And be it enacted, That in case the said company or the owner or owners of the said land or materials shall be dissatisfied with the report of the commissioners named in the preceding section, and shall apply to the justices of the Supreme Court at the next term after the filing of the said report, the court shall have the power, upon good cause shown, to set the same aside and thereupon to direct a proper issue for the trial of the said controversy to be formed between the said parties, and to order a jury to be struck, and a view of the premises or materials to be had, and the said issue to be tried at the next Circuit Court to be holden in the said county, upon the like notice and in the same manner as other issues in the said court are tried; and it shall be the duty of the said jury to assess the value of the said land or materials and damages sustained; and if they shall find a greater sum than the said commissioners shall have awarded in favor of the said owner or owners, then judgment thereon with costs shall be entered against the said company and execution awarded therefor; but if the said jury shall be applied for by the said owner or owners, and shall find the same or a less sum than the com-

pany shall have offered or the said commissioners awarded, then the said costs to be paid by said applicant or applicants, and either deducted out of the said sum found by the said jury, or execution awarded therefor, as the court shall direct; but such application shall not prevent the company from taking the said land upon filing the aforesaid report, the value and damages being first paid, or upon a refusal to receive the same upon a tender thereof, or the owner or owners thereof being under any legal disability, the same being first paid into the Court of Chancery. 10

9. And be it enacted, That it shall be the duty of the said company to construct and keep in repair good and sufficient bridges or passages over or under the said railroad, where any public or other road now or hereafter to be laid out shall cross the same, and so to alter and grade the said public or other road that the passage of carriages, horses, and cattle, passing and repassing, shall not be impeded thereby; and also where the said road shall intersect any farm or lands of any individual, to provide and keep in repair suitable wagon ways over or under said road, so that he may pass the same. 20

10. And be it enacted, That the President and directors of the said company shall have power to have constructed, or to purchase with the funds of the company, all machines, engines, wagons, carriages or vehicles for the transportation of persons or any species of property on their railroad, as they may think reasonable, expedient, or right; provided, they shall not charge more than at the rate of six cents per ton per mile for the transportation of property on the said road which is usually weighed by the ton, nor more than half the said rate per ton for carrying fertilizing materials, or three cents per mile for carrying each passenger on said railway when carried five miles or more, and when carried less than five miles, a sum in the whole not to exceed fifteen cents. 30

11. And be it enacted, That the president and directors shall within one year after the said railroad shall have been completed declare and make such dividend as they may deem prudent and proper of the net profits thereof, and shall in like manner semi-annually thereafter declare such dividends and pay the same to the stockholders of the said company, in proportion to the amount of shares held by them respectively, as they may deem prudent and proper. 40

12. And be it enacted, That if any person shall wilfully impair, injure, destroy or obstruct the use of any railroad enjoyed under the provisions of this act, or of any of their necessary works, wharves, bridges, carriages or machines, such person or persons so offending shall for- 50

feit and pay to the said company the sum of fifty dollars, to be by them recovered in any court having competent jurisdiction in an action of debt, and further shall be liable for all damages.

13. And be it enacted, That the said company may have and hold real estate at the termini of their railroad, and at any intermediate depots upon the line of the same, not exceeding five acres at each place, and may erect and build thereon such houses, ware-houses, machine-shops, and other buildings and improvements as they may deem expedient for the safety of property and the construction and repairing of cars, carriages, steam-engines, and for other necessary uses ; and also to erect, build and maintain at the Delaware river, such wharves, piers and other facilities as they may think expedient and necessary for the full enjoyment of all the benefits conferred by this act.

14. And be it enacted, That it shall be lawful for the said company to construct a bridge across the river Delaware at some point near or within five miles of the Delaware Water Gap ; provided, that in so doing the navigation of the river Delaware shall not be injured, and that before erecting the same a concurrent law shall be passed by the Legislature of Pennsylvania.

15. And be it enacted, That as soon as the said road with its appendages shall be finished so as to be used, the president and treasurer of the said company shall file, under oath or affirmation, a statement of the amount of the cost of the said road, including all expenses, and the amount of all purchases made by virtue of this act, in the office of the Secretary of this State ; and annually thereafter, the president and treasurer of the said company shall, under oath or affirmation, make a statement to the Legislature of this State of the proceeds of said road, until the net income of said road shall amount to seven per centum upon the amount of its cost ; and as soon as the net proceeds of said railroad shall amount to seven per centum upon its cost, the said corporation shall pay to the treasury of this state a tax of one half of one per centum on the cost of said road, to be paid annually thereafter, on the first Monday of January of each year ; provided, that no other tax or other impost shall be levied or assessed upon said company.

16. And be it enacted, That the said corporation shall have power to borrow such sum or sums of money from time to time as shall be necessary to build, construct or repair said road, and furnish the said corporation with all the necessary engines and machinery for the uses and objects of the said company, and to secure the re-payment thereof by bond and mortgage, or otherwise, on the said

road, lands, privileges, franchises and appurtenances of, or belonging to said corporation, at a rate of interest not exceeding seven per centum per annum; provided that it shall not be lawful for the said company to plead any statute or statutes of this state against usury, in any suit in law or equity instituted to enforce the payment of any bond or mortgage executed under this section.

17. And be it enacted, That any time after the expiration of thirty years from the completion of the said road, the Legislature of this State may cause an appraisement of the said road, and the appendages 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 or any three of said 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 their said appointment by the said Chief Justice, then the three persons so appointed 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 the 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 the said road upon the payment to the company of the amount of said report within one year 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 the appendages thereof shall be vested in the State of New-Jersey upon payment of the amount so reported to the 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 cost of the said road and of all the receipts and disbursements of the company.

18. And be it enacted, That if the said railroad shall not be completed and in use at the expiration of six years from the fourth day of June next ensuing, that then and in that case this act shall be void.

19. And be it enacted, That the Legislature of this State shall have the right to subscribe for the stock of the said company to the amount of twenty-five thousand dollars, at any time before or within twelve months after the said road or roads are completed.

20. And be it enacted, That this act shall be deemed and taken as a public act, and shall at all times be recognized as such in all courts and places whatsoever, and shall take effect immediately after the passage thereof.

21. And be it enacted, That the Governor, the Chancellor, the Justices of the Supreme Court, and the Judges of the Court of Errors, and Attorney-General of this State, while travelling for the purpose of discharging the duties of their offices, and the members and officers of both Houses
10 of the Legislature of this State, during their annual or other session, shall pass and repass on the railroad of said company, in their cars, free of charge.

Approved Feb. 12, 1851.

(Copy.)

Office of the Warren Railroad Company, }
Belvidere, N. J., March 4, 1853. }

20 EDWIN McNEIL, Esq.,

Chief Engineer of the Warren R. R. Company.

Sir,—I enclose you a resolution passed by the Board of Directors of the Warren R. R. Company, this day.

Copy from the Minutes.

Resolved,—That the President have the survey mapped and filed in conformity with the location now made, and in conformity with the charter, so that said company may be in a position to put the line or such parts of it under
30 contract as soon as it may be deemed for the interests of said company.

You are therefore requested to make return of the survey of the route of the Warren Railroad in conformity with the above resolution.

(Signed,) J. I. BLAIR,
President of the Warren Railroad Company.

JOHN I. BLAIR, Esq.,

President of the Warren Railroad Company, N. J.

40 I am in receipt of your favor of the 4th instant, containing a resolution of the Board of Directors of the Warren Railroad Company, to wit: "Resolved,—That the President have the survey mapped and filed in conformity to the charter, so that said company may be in a position to put the line or such parts of it under contract as soon as it may be deemed for the interest of said company."

In compliance with your request, as set forth in the above resolution, I herewith return a survey of the route of the Warren Railroad as located by me, with a description of the same.
50 (Signed,) E. McNEIL,

Engr. W. R. Rd.

Commencing at a chesnut tree on lands of William Barnes and brothers, as is said, in the township of Pa-haquany, in the county of Warren, and State of New-Jersey, said tree standing on or near the bank of the Delaware River, and nearly opposite the mouth of Cherry Creek, and running thence S. 27 deg. W. 1550 feet; thence curving with a radius of 1910 feet along said river 600 feet; thence S. 45 deg. W. 675 feet; thence curving left with a radius of 1272 feet 1273 feet; thence continuing curve with a radius of 5720 feet 1200 feet; thence 10 with a radius of 1142 feet 1390 feet; thence N. 83 deg. E. 1300 feet, passing near Taylor's Slate Factory; thence curving right with a radius of 1042 feet 1583 feet; thence S. 10 deg. E. 2810 feet, crossing the Indian Ladder; thence curving right with a radius of 5730 feet 400 feet; thence S. 6 deg. E. 2375 feet; thence curving left with a radius of 1910 feet 583 feet; thence S. 23 1-2 deg. E. 4660 feet, through lands of Evan Evans, deceased, situate in the township of Knowlton; thence curving right with a radius of 11,460 feet 300 feet; thence S. 22 deg. E. through lands 20 of Alexander Decker, Isaac Laine, and heirs of Andrew Smith, deceased, 5520 feet; thence curving left with radius of 3820 feet 1450 feet, passing through the vil-lage of Columbia; thence S. 433-4 deg. E. 4750 feet, through lands of Thomas and Richard Fair, and heirs of A. Belles; thence curving right with a radius of 1910 feet 1016 feet; thence S. 13 1-4 deg. E. 2570 feet; thence curving right with a radius of 1132 feet, 390 feet; thence S. 8 1-4 deg. E. 150 feet; thence curving left with a radius of 1132 feet 215 feet; thence S. 21 1-2 deg. E. 1215 feet; 30 thence curving left with a radius of 1142 feet 1170 feet; thence curving right with a radius of 1910 feet 1242 feet; thence S. 24 1-4 deg. E. 7140 feet, through lands of A. Hutchinson, I. Miller, M. Cummins, Dr. Duncan, — Alberson, A. Kirkaff and others, to post and stones on bluff of rocks near J. Ramsey's; thence curving left with a radius of 2865 feet 600 feet, passing in rear of James Ram-sey's dwelling; thence S. 36 1-4 deg. E. 2440 feet, through lands of U. O. Swayze, and left of highway; thence curving right with a radius of 1910 feet 1225 feet, to lands of 40 Edward H. Swayze; thence S. 1-2 deg. W. 1380 feet, through lands of said Edward H. Swayze to post and stones left of highway leading to Belvidere; thence curving right with a radius of 1910 feet 650 feet, through lands of said Edward H. Swayze; thence S. 20 deg. W. 720 feet, through lands of said Edward H. Swayze to post and stones; thence curving left with a radius of 1432 feet 1287 feet, through lands of said Edward H. Swayze, and known as "Vass Gap;" thence S. 31 1-2 deg. E. 2000 feet, through lands of U. O. Swayze and George Vass, in the township of Ox- 50

ford, and crossing a tributary of Beaver Brook; thence curving left with a radius of 1910 feet 650 feet, through lands of said George Vass; thence S. 50 deg. E. 4100 feet, through lands of George Vass and Isaac M. Dernberger; thence curving right with a radius of 2865 feet 912 feet, crossing Beaver Brook, and through lands of Wesley Banghart; thence S. 31 1-4 deg. E. 4100 feet, through lands of William Mackey and George Titman; thence curving left with a radius of 1432 feet 1237 feet; thence

10 S. 80 3-4 deg. E. 230 feet; thence curving right with a radius of 1432 feet 575 feet; thence S. 57 3-4 deg. E. 1320 feet; thence curving left with a radius of 1432 feet 744 feet, through the village of Batyville; thence S. 87 1-2 deg. E. 220 feet; thence curving right with a radius of 1432 feet 775 feet; thence S. 56 1-2 deg. E. 610 feet, crossing the Pequest River; thence curving left with a radius of 1432 feet 1075 feet, along said stream; thence N. 80 1-4 deg. E. 1880 feet; thence curving right with a radius of 1146 feet 890 feet; thence S. 55 1-4 deg. E. 320 feet; thence curving

20 right with a radius of 1146 feet 1600 feet; thence S. 24 3-4 deg. W. 120 feet; thence curving left with a radius of 1146 feet 1494 feet, crossing Furnace Brook; thence S. 50 deg. E. 2830 feet, through lands of Daniel Axford; thence curving right with a radius of 1625 feet 3200 feet; thence S. 62 1-2 deg. W. 3890 feet; thence curving left with a radius of 1146 feet 1730 feet, through lands of Charles Scranton to post and stones; thence S. 24 1-2 deg. E. 2610 feet, through lands of said Charles Scranton, and being known as "Van Ness Gap," to a post and stones;

30 thence curving right with a radius of 1146 feet 1720 feet, through lands of said Charles Scranton; thence S. 61 1-2 deg. W. 1260 feet, through lands of said Charles Scranton; thence curving left with a radius of 1432 feet 1387 feet, crossing Syke's Gap Creek; thence S. 6 deg. W. 6710 feet, crossing Pohutcong Creek; thence curving left with a radius of 1910 feet 3250 feet, crossing the Morris Canal east of the storehouse of P. T. B. Van Doren, in the township of Washington; thence N. 89 1-2 deg. E. 1370 feet, along said canal; thence curving right with a radius of 1432 feet 1687 feet, crossing the Shabaccoe Creek; thence

40 S. 82 1-2 deg. E. 9900 feet, crossing Springtown Brook, and the public road leading from Port Colden to New Hampton; thence curving right with a radius of 1146 feet 1290 feet, crossing the Musconetcong Creek near the bride at Changewater; thence S. 36 3-4 deg. W. 3000 feet, following the Musconetcong mountain in the township of and county of Hunterdon; thence curving right with a radius of 1432 feet 536 feet; thence S. 58 1-2 deg. W. 2730 feet, along said mountain; thence curving left with

50 a radius of 1432 feet 768 feet; thence S. 27 3-4 deg. W.

2100 feet ; thence curving left with a radius of 1200 feet 2000 feet ; thence S. 72 deg. E. 1840 feet, intersecting the Central Railroad of New-Jersey at New Hampton summit, at a point known as Station 651 on said railroad.

Also a lateral road or main branch commencing at a point where the curves on lands of Allen and Hutchinson, as above described, reverse ; thence N. 80 deg. W. 1200 feet, crossing the Delaware River.

The road is located fifty feet on each side of the centre line.

(Signed,) EDWIN MCNEIL,
Engr. W. R. R. Co.

10

The foregoing is the survey of the Warren Railroad.

In witness whereof the President and Directors of the Warren Railroad Company have hereunto caused the same to be signed by their President, this eighth day of March, A. D. one thousand eight hundred and fifty-three, as witness the hand and seal of the President.

Signed JOHN I. BLAIR,
President of the Warren [L. S.]
Railroad Company.

20

State of New-Jersey :

[L. S.] I, Thomas S. Allison, Secretary of State of the State of New-Jersey, do hereby certify that the foregoing is a true copy of the survey of the Warren Railroad as taken from and compared with the original on file in my office, which said certificate was filed on the 8th day of March, 1853, at four minutes before 11 o'clock A. M.

30

In testimony whereof I have hereunto set my hand, and affixed my seal of office at Trenton, this ninth day of April, A. D. eighteen hundred and fifty-three.

THOS. S. ALLISON,
Secretary of State.

(Endorsed.)
Survey of the Route
of the Warren Rail-
road, N. J.

40

New-Jersey, ss. :

Samuel Blair, of full age, being duly sworn according to law, on his oath saith, that he attended at Bridgeville on the fourth day of March last past, when the books were opened by the commissioners to receive subscriptions to the capital stock of the Warren Railroad Company ; that deponent heard the subscription which persons wishing to

50

take stock were required to sign; that deponent subscribed for fifty shares of said stock; that he heard no statement made by any one of said commissioners inconsistent with the terms of subscription; that deponent subscribed for said stock in good faith, and is ready and willing to answer for the same whenever it shall be demanded according to the charter of said Warren Railroad Company.

SAMUEL BLAIR.

10 Sworn and subscribed at Belvidere, }
 this third day of October, 1853, }
 before me.

DAVID A. DEPUE,
 Master in Chancery.

New-Jersey, ss. :

20 William Blair, jr., of the county of Warren, being duly sworn according to law, on his oath saith, that he attended at Bridgeville on the fourth day of March last past, when the books were opened by said commissioners to receive subscriptions to the capital stock of the Warren Railroad; that deponent heard the agreement which the person would be required to sign who subscribed for stock in said Warren Railroad Company; that deponent subscribed for one hundred shares of said stock; that deponent did not hear any of the commissioners named in said act make any statement that those subscribing would not have to pay their stock; and that deponent subscribed for his stock in good faith, and is ready and willing to answer for the same whenever it shall be demanded according to the charter of said Warren Railroad Company.

WILLIAM BLAIR, JR.

30 Sworn and subscribed this third day }
 of October, 1853, before me, at }
 Belvidere.

DAVID A. DEPUE,
 Master in Chancery.

New-Jersey, ss. :

40 Jacob W. Dernberger, of full age, being duly sworn according to law, on his oath saith, that this deponent attended at Bridgeville on the fourth day of March last past, at the time the books were opened by the commissioners to receive subscriptions to the stock of the Warren Railroad Company; that deponent heard the agreement read over which subscribers to the stock would be required to sign; that deponent heard no statement made by any of the commissioners named in said act, inconsistent with the terms of said agreement, nor anything to the effect that subscribers would not have to pay their stock unless they
 50 chose; that this deponent subscribed for one hundred

shares of stock in good faith, and has always been ready and willing, and is now ready and willing to pay for said stock as instalments shall be called for according to the provisions of the charter. Deponent further saith, that he purchased of J. G. Shipman fifty shares of said stock at its par value, and is prepared to pay for the same, as it shall be called for under the provisions of the charter of said Company.

J. W. DERNBERGER.

Sworn and subscribed this fourth day of } 10
October, 1853, at Belvidere, before me. }

DAVID A. DEPUE,
Master in Chancery.

New-Jersey, ss. :

John I. Johnston, of the city of New-York, being duly sworn according to law, on his oath saith, that on or about the twelfth day of August last past, he received a communication from J. G. Shipman, the secretary of the Warren Railroad Company, informing him that he had been elected a director in said company, that this deponent accepted the said office of director in said company; and deponent further saith, that some time in the month of July last past, he authorized John I. Blair, Esq., to purchase for him some stock in the said Warren Railroad Company; that said Blair has informed him that he had purchased of George W. Taylor three hundred shares of said stock, and that it was transferred to him on the book of said company; and deponent further saith, that he has accepted said stock and will be ready at all times to pay for the same, as it shall be called for by the directors of the said company according to the provisions of their charter. 20 30

JOHN I. JOHNSTON.

Sworn and subscribed this 12th day of }
October, 1853, before me. }

WILLIAM H. JELLIFF,
Master in Chancery.

New-Jersey, ss. :

Wm. E. Dodge, of the city of New-York, being duly sworn according to law, on his oath saith, that during his absence from the city of New-York in June last, a letter was sent to him from the secretary of the Warren Railroad Company, informing him that he had been elected a director of said company in place of George Vass, resigned, and that he has accepted the said office of director of said company; and deponent further saith, that some time since, he thinks about the month of July last past, he authorized John I. Blair, Esq., to purchase for him stock in the Warren Railroad Company; that said Blair has informed him 40 50

that he purchased of George Vass stock to the amount of one hundred shares, that deponent has accepted the same, and will at all times be ready to pay on said stock as it shall be called for by the directors of said company under the provisions of the charter of the said company.

W. M. E. DODGE.

Sworn and subscribed this 13th day of }
October, A. D. 1853, before me. }

WILLIAM. H. JELLIFF,

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Master in Chancery.

New-Jersey, ss. :

Edwin McNeill, of full age, being duly sworn according to law, on his oath saith, that he is now and has been for some time past the engineer of the Delaware, Lackawanna, and Western Railroad Company, and also of the Warren Railroad Company; that early in the summer of eighteen hundred and fifty-two, at the request of parties interested in the construction of the Warren Railroad, this
20 deponent made a thorough reconnoissance of a route for the Warren Railroad, and reported to the said parties the feasibility of the route now occupied by the said Warren Railroad Company as described in the survey of the said Warren Railroad, now on file in the office of the Secretary of State of New-Jersey. That on the twenty-second day of January last past, this deponent with an efficient corps of engineers, at the request of said parties, commenced an instrumental survey of the route of the said Warren Railroad, and was engaged in making said survey for about
30 three weeks; that deponent made a careful instrumental survey of the whole route of said road, setting stakes at every station of three hundred feet, as is his invariable custom, throughout the whole line. And deponent further saith, that in surveying said route deponent also run all such experimental lines as were necessary definitely to fix the location of said Warren Railroad. And deponent further saith, that when deponent commenced his survey of said route he did not know that a survey or surveys were being made by any other company, but when this deponent
40 was near the Vass Gap, having then run about ten miles of the route of said Warren Railroad, he met a party of engineers which he supposed were in the employ of complainants. From the Vass Gap to the Vannest Gap, the line traced by deponent diverged widely from the line deponent understood to be run by complainants' engineers, and deponent paid no attention at the time to the particular route selected by them; that deponent was not influenced in running his said line by any stakes set by complainants on any part of said route, and did not run by any
50 stakes set by complainants on said route, and received no

instructions from the said John I. Blair or any one else so to do. Deponent further saith, that after completing the said instrumental survey, the entire line was carefully mapped and the description of said route as now filed in the office of the Secretary of State carefully made out by this deponent. This deponent further saith, that the arrangement of grade on the Warren Railroad contemplates a tunnel at the Vass Gap and also at the Vannest Gap, while the grades of the complainants, as indicated by their marks and stakes, are predicated upon open cuts in the Vass Gap and also in the Vannest Gap, their grade line being over thirty feet above the grade line adopted by deponent, and hence interfering in no manner with it. And deponent further saith, that since the filing of the survey of the said Warren Railroad the stakes indicating the line of complainants' road over the lands near the Vass Gap have been essentially changed, and carried down nearer to the stakes of said Warren Railroad line. And deponent further saith, that in giving the description of the route of said road, as indicated in the survey filed by the said Warren Railroad Company in the office of the Secretary of State of New-Jersey, deponent chose the only manner of describing accurately the centre line of a railroad, viz: to designate the course and length of tangents, the length of curves, and the radii employed in describing them, which is the method always employed by practical engineers as far as deponent has been able to ascertain.

Deponent further saith, that he duly received the letter of the said John I. Blair, President of Warren Railroad Company, embodying the resolution of said company, a copy of which letter and resolution are attached to said survey now on file in the office of the Secretary of State; and that the letter attached to said survey purporting to be signed by this deponent, was written by one of his subordinate engineers by direction of said deponent, and was signed by this deponent in his own hand; that deponent saw the letter of this deponent and also the letter of the said John I. Blair, and also the certificate of the said John I. Blair as President of the said Warren Railroad Company attached to said survey, before the said survey was filed in the office of the Secretary of State. That this deponent accompanied the said John I. Blair to Trenton when the said survey was filed; that deponent and the said John I. Blair reached Trenton in the morning of the eighth day of March last by the eight o'clock train of cars from New-York; that they immediately proceeded in company to the office of the Secretary of State of New-Jersey, and the survey of the said Warren Railroad was immediately thereafter given by said Blair to the Secretary of State or a person in the office, and was by him then filed. And de-

ponent further saith, that about an hour afterwards, he saw the agent of the said complainants come in the office of the Secretary of State with a map and a paper, which from the size deponent judged to be the survey of the complainants' road, and heard said agent say he wished to file it. And deponent further saith, that the survey of the said Warren Railroad was filed and deposited in the office of the Secretary of State of New-Jersey, more than one hour before the survey of said complainants.

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E. McNEILL.

Sworn and subscribed this 10th day of October, A. D. 1853, before me (part of a line in first page erased before sworn).

J. H. NORTON,
Master in Chancery.

A true copy.

DAN'L B. BODINE, Cl'k.

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IN CHANCERY.

Between
THE MORRIS AND ESSEX RAILROAD
COMPANY, Complainants,

and

30 JOHN I. BLAIR and others,
Defendants.

On bill and answer.

WHITEHEAD & WHELPLEY
for complainants.

FRELINGHUYSEN & BRADLEY
for defendants.

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Motion to Dissolve Injunction.

The bill in this case was filed on the 28th day of July, 1853. It sets forth that the complainants were incorporated on the 29th day of January, 1835, and by their charter authorized to construct a railroad from the track of the New-Jersey Railroad, either at Newark or at Elizabethtown, to the village of Morristown. That they were duly organized as a company on the 14th day of September, 1835; and that under their charter and a supplement
50 passed March 2d, 1836, they constructed their road from

Newark to Morristown at a cost of \$253,000. That the supplement authorized them to extend their road from Morristown to Dover; and that under it, and a further supplement, passed Feb'y 25th, 1846, they in that year determined upon a route to Dover; and subsequently extended their road to that town, at an additional cost of \$280,000. That this extension was made for the purpose, and with the intention of ultimately continuing their road to the Delaware River; and that, having determined that the time had arrived for carrying this intention into effect, they applied for, and on the 19th of February, 1851, obtained a further supplement authorizing them to extend their road from Dover "to any point on the Delaware at or near the town of Belvidere, or the Water Gap, or between those places;" and with power, by the consent of Pennsylvania, to construct a bridge across the river. 10

That under this last supplement, about the 18th day of November, 1851, they determined to extend their road to Hackettstown, which is about half way to the Water Gap, with a view of ultimately extending it thereto. That on the 16th of December, 1851, they resolved to increase their capital stock \$500,000 for the purpose of constructing the extension to Hackettstown; and that on the 20th of Feb'y, 1852, they filed in the Secretary of State's office a survey of their route to that place. That \$400,000 of the said increase of capital was subscribed for, a portion of which had been paid in, and \$80,000 thereof had been expended on the Hackettstown extension, which was then being vigorously prosecuted and almost completed. That before obtaining their last supplement, they had become satisfied that the public convenience and their own interest required their road to be extended to the Water Gap; in consequence of which they had ordered an actual survey of the route to be made, which was begun in February, 1850, and subsequently prosecuted with great labor and expense. That in November, 1851, they determined upon a general route through the Vanness Gap of the intervening mountains, to the Water Gap; and that afterwards they made a particular survey through said gap, which their Board of Directors considered, approved and adopted, and on the 8th day of March, 1853, they deposited it in the office of the Secretary of State at Trenton. That this survey was made in good faith, and with a determination to construct the road as soon as the right of way could be obtained. That on the 12th of March, they commenced purchasing the right of way of the land owners; that on the 15th they purchased of one George Vass a portion of the route for \$1000, and took his deed therefor, in fee simple; that on the 17th they purchased another portion of one Lanning for \$140, and took his deed; that on the 50

2d day of April they purchased another portion of one Taylor for \$600, and took his deed; and that they had expended in all \$12,000 in purchasing the right of way along said route, and hoped to have the undisturbed possession thereof; to which, under and by virtue of the premises, they insist that they are entitled.

The bill then sets forth substantially that one John I. Blair, and the other defendants associated with him, pretending to act as a corporation, by the name of "The Warren Railroad Company," and under a pretended organization of that company according to an act passed February 12th, 1851, entitled "An Act to incorporate the Warren Railroad Company," have taken fraudulent possession of the said lands purchased of Vass, Taylor and Lanning, and claim a right to have and hold the same, and to exclude and deprive the complainants of their said route and lands; and that said Blair and his associates have actually commenced making fraudulent excavations upon said lands, under pretence of constructing a railroad thereon, but in truth for the purpose of fraudulently frustrating the complainants in the extension of their road. That Blair and his associates pretend that "The Warren Railroad Company" had been duly organized on the 4th day of March, 1853, the stock subscribed for, and the President, Directors and other officers appointed and elected; that upon the same day, after being thus organized, they duly adopted the survey of a route for a railroad through the said Vanness Gap, and over the said lands of Vass, Taylor and Lanning, which they filed in the office of the Secretary of State on the 8th day of the said month of March; and that their survey was made, adopted and filed before the survey of the complainants. That Blair and his associates also pretend, that Taylor, Vass and Lanning executed licenses or conveyances for their lands to the Warren Railroad Company before the aforesaid purchases of them by the complainants. The bill charges that all these pretences are untrue; that the organization of the Warren Company was a mere sham; that their survey was never actually made, but was an imaginary survey on paper, indefinite, uncertain, and gotten up and adopted for the fraudulent purpose of getting possession of parts of the said route of the complainant, and thereby thwarting their operations; that their said survey was never duly adopted by the Warren Company; that their purchases of the right of way of Vass, Taylor and Lanning were illegal and fraudulent; in short, that the whole proceedings of the Warren Company were illegal and in bad faith, without any *bona fide* intention of constructing a road, but simply for the purpose of interfering with, and stopping the operations of the complainants; as to whom, all their

acts were fraudulent and void, and ought in equity to be set aside.

The bill prays that it may be decreed—

1. That the complainants' survey is valid, and sufficient to vest in them a right to acquire the lands on the route surveyed by them;

2. That the conveyances by Taylor, Vass and Lanning to the complainants are valid and sufficient to vest in them legal title to the lands;

3. That the survey of the Warren Company is fraudulent and void against the complainants; 10

4. That the complainants' survey was first filed, and was the first valid acceptance of a grant from the State of the right of way over said route; and

5. That the grants of Vass, Taylor and Lanning to the Warren Company were illegal, fraudulent and void against the complainants.

It also prays for an injunction to restrain the defendants, and all persons acting under them, from all further proceedings, and for a subpoena for the defendants, including the Warren Company by its corporate name. 20

Upon filing the bill an injunction was allowed and issued according to its prayer, which was subsequently modified so as to restrain both parties from proceeding.

An answer to this bill was filed on the 15th of October last, by all of the defendants but two, George Vass and George W. Taylor, who, it is alleged in the answer, had parted with all their interest in the Warren Railroad Company, and resigned their offices as directors, before the bill was filed; this fact also appears in the affidavits of Wm. E. Dodge and John I. Johnston, annexed to the answer, to whom Taylor and Vass had sold their stock, and who had been elected directors in their stead. 30

The answer admits the complainants' charter and supplements, and their organization as set forth in the bill, and the construction of their railroad from Newark to Morristown; from thence to Dover; and that they were then engaged in extending it from Dover to Hackettstown; but at what cost, and with what ulterior design the defendants say they are ignorant. It also admits that the complainants made some general explorations or surveys of routes between Hackettstown and the Delaware river; but it denies that they actually surveyed and adopted any specific route, until after the Warren Company had surveyed and adopted the route in question. It also admits that the complainants surveyed a route from Hackettstown to the Water Gap, through the Vanness Gap, and over the lands of Vass, Taylor and Lanning; but it denies that that survey was either made or filed before the survey of the Warren Company through the same gap and over the 40 50

same lands. It also admits that the complainants purchased and received deeds for the lands of Vass, Taylor and Lanning, but it avers that such purchases and conveyances were after the same lands had been purchased by and conveyed to the Warren Company, and with full knowledge of such prior purchases. It also admits that the Warren Company had taken possession of the lands purchased of Vass, Taylor and Lanning, and made excavations for the purpose of making a railroad thereon; but
 10 avers that such possession and excavations were in good faith, and for the *bona fide* purpose of constructing a road, denying the fraud charged in the bill.

In justification of the acts of the defendants, the answer sets up the charter of "The Warren Railroad Company," by the Legislature of New-Jersey, granting them the right "to survey, lay out, and construct a railroad from some suitable place on the Delaware river, not more than five miles above the Delaware Water Gap, by the most feasible route, to intersect the road of the Central
 20 Railroad Company of New-Jersey, at or near New-Hampton," approved on the 12th day of February, 1851, seven days before the supplement authorizing complainants to extend their road from Hackettstown to the Delaware river.

The organization of the Warren Company on the 4th of March, 1853, by subscription to the capital stock; the election of Blair and the other individual defendants, directors; the organizing of the Board of Directors and the election of Blair as President, setting out with great particularity the whole proceeding; which organization it
 30 avers to have been in good faith, according to their charter, and for the purpose of carrying its object into effect, denying that it was a sham, for the fraudulent purpose of thwarting the complainants, or for any other fraudulent or improper purpose.

The answer then avers, that previous to this organization a survey of the route from New Hampton to the Water Gap had been made under the direction of Mr. Blair, and that that survey was, on the same 4th day of March,
 40 adopted by the Board of Directors of the Warren Company; and that Mr. Blair was then directed to have the said survey filed in the office of the Secretary of State; and that he had it filed on the 8th day of March, before the complainants' survey was filed.

That having adopted and filed their survey, Blair, under authority of the Warren Company, purchased and procured conveyances of Vass, Taylor and Lanning upon the line of the route, before the complainants purchased of them, of which the complainants had notice; and that
 50 the Warren Company then entered upon these lands and

commenced the construction of their road in good faith, which they intended to complete; and continued their work until restrained by the injunction. The answer admits that the two routes, adopted by the companies, conflict in the Vass and Vanness Gaps, but insists that these conflicts by slight alterations on the part of complainants could be avoided without any very considerable expense; but that if both roads cannot be made through the passes in the mountains where they conflict, the complainants must yield. 10

These are substantially the averments of the Bill and Answer, so far as necessary to understand the points in controversy; and if the complainants have a right to the continuance of the Injunction, it must be on one of two grounds:

1. Fraud in the organization and proceedings of the Warren Company; or,
2. A prior legal or equitable right in the complainants to the lands where the routes conflict. 20

I.

The fraud charged is that, knowing the intentions of the complainants to extend their road from Hackettstown to the Water Gap, Blair and his associates made a mere fictitious organization of the Warren company; adopted a paper survey of a route never actually run, through the passes in the mountains where the complainants' road would pass; and then made purchases of the lands in these passes, merely for the purpose of thwarting the complainants without any bona fide intention of constructing a road there themselves. 30

These charges are clearly and unequivocally made in the bill; and without entering into any critical examination, I think they are as clearly and unequivocally denied in the answer. In this respect the answer is responsive to the bill, and must therefore be taken as true, unless there is something in the circumstances of the case which shows that it is not, and cannot be true. I am unable to discover any such circumstances; on the contrary, the business and business relations of Mr. Blair (who was undoubtedly the leading man in the organization of the Warren Company) detailed in the answer; his interests in the manufacture of iron in the State of Pennsylvania; his connection with the railroads in that state, then made and being made, and with which and the Central Railroad in this state the Warren road would apparently make a very important link, completing a communication by railroad between his iron works and the city of New-York; and the obvious interest which he and those con- 50

nected in business with him, had in forming such a communication, tend in my view greatly to confirm the answer.

It may be true, and I have no doubt is true, that Blair and his associates hastened the organization of the Warren Company, and adoption and filing of a survey through the important passes of the mountains, and the purchasing of the lands in those passes, in consequence of discovering that the complainants were about to locate, or would probably locate, the extension of their road there. But in this I see nothing fraudulent or illegal. They had a charter authorizing them to construct a road "by the most feasible route" from New-Hampton to the Delaware, so as to perfect an important line of communication in which they were deeply interested; and if they discovered that this "most feasible route" was about to be occupied by the complainants, there was nothing illegal or fraudulent in hastening their organization and adoption of a survey, so as to secure the route to themselves. It is of no importance whether this was all done in one day or one month, provided there was a legal right to do it. Nor is it any ground of objection with the complainants, that there was irregularity in the organization of the Warren Company, provided an organization was actually made. They thereby became a corporation de facto, and their right to act as a corporation cannot be questioned by the complainants in this collateral way. And in my view, it is of as little importance whether the survey of the route was before or after the organization, or by whom, or under whose direction it was made. The adoption of it by the Warren Company made it their own, as much so as if made after the organization, by a person employed by them for that purpose. These matters only become important in connection with the question of fraud, whether the proceedings of the defendants were in good or bad faith. The charges of fraud being fully met by the answer, the haste and irregularity of the proceedings become unimportant. This brings me to the second ground upon which the complainants rest their argument to have the injunction continued.

II.

The prior legal and equitable right to the conflicting portions of the routes of the two companies, is a question of law, arising out of the charters of the companies, and their respective proceedings under them.

In the first place, it should be observed in reference to the roads of the two companies, as authorized by their charters, that they start from entirely different points, some fifteen miles distant—the one from the then terminus of

the Morris and Essex road at Dover, in the county of Morris; the other from the line of the Central Road at New-Hampton in the county of Warren. Neither has a specific terminus assigned. The complainants are authorized to go to the Delaware River anywhere between Belvidere and the Water Gap, a distance of fifteen miles; the Warren Company may go to the river anywhere below a point five miles above the Water Gap. One road is designed to connect the Morris and Essex road with the river, the other to form a connection between the Central Railroad and the river. They are to complete two independent railroad lines across the State; and there is no route granted or prescribed to either, other than their commencements, and indefinite termini above described. Nothing therefore appears upon the face of their charters, creating a necessary conflict of routes. Each company is at liberty to select its own route, and its own termination upon the river within the prescribed limits. It is not a case, therefore, of a prior grant of a specific route for a railroad by the legislature to one company, and a subsequent grant of the same route to another company, without repealing the former grant, or providing for compensation. If it were, upon principle and authority, the first company would take a vested right in the route to the exclusion of the second. (Chesapeake and Ohio Canal Company vs. Baltimore and Ohio Railroad Company; 4 Gill and Johns, p. 1.) There is no conflict on the face of the charters; and no necessary conflict in carrying out the objects of the charters. The conflict is one not of necessity, but of choice in the selection of routes by the companies, and in my opinion, therefore, the prior right will attach to the company which first actually surveyed and adopted a route, and filed their survey in the office of the Secretary of State. The language of the charter of the Warren Company is, "when the route of such road shall have been determined upon, and a survey of such route deposited in the office of the Secretary of State, then it shall be lawful for said company to enter upon" and construct the road. (Sec. 6.) The complainants' charter is substantially the same, (sec. 6.) As no specific route was granted to either company, a right to no particular place could accrue to either, until they had selected or determined upon a location. Consequently, I attach no importance to the fact that the charter of the Warren Company was passed seven days before the charter authorizing the extension of the complainants' road. At least I do not base my opinion on that fact. If entitled to any weight, it is in favor of the Warren Company, whose charter gives them a right to the "most feasible route."

It may be true that the complainants first actually surveyed in the passes where the conflicts occur; although

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there seems to be some doubt on this subject. But assuming it to be true, the mere experimental surveying of a route will not confer any vested or legal right, until it shall have been adopted. Until then the company is in no wise committed to it. If done by their direction, they may change their mind and go elsewhere. It may be the mere act of their engineer, and he may recommend it or not. If he should, the company may reject it, and select another route. Although the complainants, therefore, may have first surveyed the conflicting passes in the mountain, yet the Warren Company afterwards surveyed the same passes and first adopted the route, and first filed their survey in the office of the Secretary of State. This gave them a legal right to the route surveyed, and in my view excluded the complainants from occupying the same lands.

10 The bill charges that at the time of the adoption of the survey by the Warren Company, on the morning of the 4th of March, they had no survey before them; that is, no map or formal written description of the exact route which the engineer had run. The answer substantially admits this. But the survey had then been actually made; and either from Mr. Blair or in some other way the directors knew where it had been run, and by resolution they adopted and approved of the line of location, as surveyed and made by Edwin McNeil, chief engineer, and under his direction, as now staked out, describing generally the route. By another resolution they directed their president Mr. Blair to have the survey, thus adopted, mapped and filed. This was subsequently done, so that a written survey was filed on the morning of the 8th, before the complainants had filed their survey, which was both adopted and filed on that day. I do not think it was essential that the Warren Company should have had a map or a formal written survey before them; or that such a map or survey should have been made, at the time of the passage of the resolution adopting the survey made by McNeil. It is sufficient if the survey had been made on the ground. The adoption was of a survey thus made; that is, of the route or location, of which a map or writing would be mere evidence, and could be furnished afterwards from the field notes of the engineer.

30 In this connexion may be mentioned another objection urged against the survey of the Warren Company, that it is uncertain and indefinite, being described by radii and curves instead of a succession of angles of course and distance. Perhaps the former of these modes, if carefully done, is more accurate than the latter: either would enable an engineer to run the survey on the ground; and either mode is, therefore, sufficient. But upon inspection of the Warren survey, in several instances it is not stated

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whether the curve is to the right or left, so that at those points some difficulty might arise. These, however, are not the points where the routes conflict, and can no more be objected to by the complainants than the Warren Company could object to their survey, because in transcribing, in some instances, west had been written for east, or north for south. I think the survey as adopted was sufficient.

The Warren Company, by adopting and filing a survey of their route, acquired a right to obtain the lands over which it passed. They could not be deprived of that right by the complainants purchasing and taking deeds for those lands, even if made without notice, and before the purchases by the Warren Company. Such conveyances could, at most, put the complainants in the condition of land-owners, liable to have their lands taken by the Warren Company upon making compensation. But in fact the Warren Company first purchased and obtained deeds from Vass, Taylor and Lanning, for the lands in the conflicting passes. Afterwards the complainants, with a full knowledge of the prior purchases, purchased the same lands. This could confer no right, legal or equitable, against the Warren Company. 10 20

It was strongly pressed, upon the hearing, that the complainants by first making their road to Morristown, and extending it to Dover and Hackettstown, under the respective supplements to their charter, with a determination upon their part ultimately to obtain permission and extend their road to the Delaware river, acquired an equitable right to do so, against the Warren Company, which was not incorporated until after the Dover extension had been authorized and constructed, and after this determination had been conceived by the complainants. 30

The charter of the complainants and its supplements which had been passed before the incorporation of the Warren Company only authorized them to construct a road as far as Dover; and whatever may have been the designs, intentions, and determinations of the complainants as to what they would ultimately prevail upon the Legislature to permit them to do, and what they would ultimately accomplish, they surely could acquire no right, legal or equitable, to extend their road to the river until they had obtained permission to do so. As to the construction of any road beyond the terminus fixed in their charter and its supplements, they had and could have no right. The field of enterprise beyond, was open to others as well as to them; and the justice or propriety of conferring additional powers upon them, or giving them to others, was for the consideration of the Legislature. The acquisition of one corporate privilege will not draw to it a separate and independent corporate privilege. Corpora- 40 50

tions have no other rights or powers than those expressly granted or necessary to their enjoyment.

Besides, these determinations, if they really existed in the minds of the complainants, were never expressed or declared, in the only way that a corporation can speak, or declare its intentions, by resolutions passed or published by their board of directors. Any other determinations than these are the mere opinions or resolves existing in the minds of the individual members. They may or may not
10 be the same in all or a majority of the members. The corporation as such is not responsible for nor can it predicate any rights upon them, until assumed by their board of directors.

The charges of fraud contained in the bill having been fully met by the answer, and the legal and equitable right to the conflicting portions of the routes being, in my opinion, in the Warren Company, I think the injunction should be dissolved; and I do therefore recommend to his Honor, the Chancellor, to dissolve the same with costs.

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A. BROWNING.

Dated February 24th, 1854.

On the hearing of the motion the Master, A. Browning, Esq., in consideration of the special circumstances of the case, gave leave to put in the following affidavit of J. B. Bassinger, which was read, having been served upon the Solicitor of Respondents.

IN CHANCERY OF NEW-JERSEY.

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Between
THE MORRIS AND ESSEX RAILROAD
COMPANY, Complainants,

and

20 JOHN I. BLAIR, Charles Scranton,
James Blair, William P. Clark,
James Hiles, George Titman,
Adam Wandling, Jehiel G.
Shipman, The Warren Rail-
road Company and others,
Defendants.

On bill and answer on
motion to dissolve In-
junction.

New-Jersey, ss. :

30 Jedidiah B. Bassinger, being duly sworn, on his oath
saith, that he is the Chief Engineer of The Morris and
Essex Railroad Company, and as such had charge of all
the surveys made by the Company of a route of the ex-
tension of said company's railroad, from Hackettstown to
the Delaware Water Gap, mentioned in the Bill of Com-
plaint filed in this cause; that at the time the said sur-
veys were made, as stated in said Bill of Complaint by
complainants of the route of said extension as described
in the survey filed in the Secretary of State's office by
complainants on the eighth day of March last, it was
40 the intention of deponent as Chief Engineer of the Com-
pany to locate the road through "Vannest" and "Vass
Gaps," of such width and in such manner that the said
"Gaps" might be tunnelled or passed by open cuts, as
the nature of the excavation might require, subject to the
final determination of the Board of Directors; and depo-
nent at the time of making said surveys, and before the
filing thereof, on the eighth of March last, determined
that the proper and safe construction of the road at those
points required a tunnel through both those Gaps, and
50 determined so to report to the Board of Directors, when-
ever required to report on the manner of constructing the

road through those Gaps, but has not yet presented to the Board of Directors in an official manner a report and estimate on the subject of tunnelling said Gaps, although deponent has, at various times, with different members of the Board of Directors, expressed his opinion and determination that those cuts must be tunnelled, and that the said road cannot be constructed with proper grades, such as the business of the country require, and such as the Company are determined to adopt, without tunnelling the said Gaps. And deponent further saith, that the stakes set under the direction of complainants in Vannest Gap and Vass Gap were not marked in any way, or intended so to be, so as to indicate the depth of cutting, or any cutting at all, and that there were no marks upon them except numbers indicating distance and length of line. And deponent further saith, that it would be unsafe, in his opinion, and would effectually destroy the use of said Gaps for the purposes of constructing the railroad of complainants, if a road should be constructed by tunnel under their road as proposed by defendants.

J. B. BASSINGER. 20

Sworn and subscribed before me, }
 this 31st day of October, 1853. }

THEO. LITTLE,
 Master in Chancery.

