

Baltimore June 19th., 1896.

County Commissioners of Talbot County.,

C/o Chas. F. Stewart, Clerk.

Gentlemen:-

The letter of Mr Chas. F. Stewart, addressed to Mr A.L. Tharp, by order of your Board, has been delivered to me, and after advising with the officers of the Queen Anne's R.R., I am directed, as their representative, to write you, and state clearly, my plan for the improvements of the county roadway, where they intersect the lines of the Queen Anne's Railway. As you are well aware, our corporation has the right to cross all public roads in its route, and if it can not agree with the County Commissioners upon the terms and conditions, upon which the public road may be used, the railroad, to use the language of the Code, "may appropriate so much of the same as may be necessary for the purposes of such road," merely upon tendering to the County Commissioners, the sum which the jury may find ought to be paid, for the use and occupation of so much of the public road as may be appropriated. This method of procedure is only in case the railroad can not agree with the County Commissioners, as to the terms and conditions, and while you suggest that we shall take the proceeding in question, we can not believe that you would desire arbitrarily to disagree to terms, when we have been desirous of doing more than the law would require us,, if we were before a jury, and offer actually to improve the roadway where we cross it, compared with its present condition, in respect to grade and convenience to travel etc. We assume of course that your Board acts only from motives which have reference to the public advantage and the public convenience. When I appeared before ^{you}, I presented the plans, which in my

judgment, as an engineer, were the very best that could be devised, for not merely restoring and repairing the roadways at these points, but even improving them. If any other plans of restoring or repairing the public roadways, so as to enable persons using them, to cross our railway without any more labor and inconvenience than ^{had been presented} is the case at present,

I should have been glad to take them up and to have agreed with you upon them. I am instructed again, to make you an offer to agree with you upon any reasonable terms whatever, and will appear before your Board for that purpose at any date you may name. If, however, your Board does not desire that we should make any further attempt to reach an agreement, if you will kindly notify me, to that effect, our company will issue its petition to have the roadbed condemned in accordance with the provisions of the Code, relating thereto. In this case, inasmuch as such a proceedings contemplates that our Company should pay to the county as damages whatever is necessary to restore or repair or change the grade of the road after the construction of our road bed, we are advised that it would not be lawful for us to attempt to do any thing to the roadway, as it stands at present. Unless your Board should agree that the cost of whatever is done shall be accepted as satisfaction to that extent of the monetary damages which may be imposed upon ^{us} by the jury.

In conclusion, I am instructed by my company, to say, that they recognize that the public has a great interest in the construction of our railway, and that all the public interests relating to it will be carefully protected by our company and it would seem strange if we can not agree upon some method under these circumstances.

Yours respectfully,

E. W. Gross, Chief Eng.

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judgment, as an engineer, were the very best that could be
reached, and I am sure that the public interest is best served
at these points, but I am sorry that it is not possible
to restrict or regulate the public highways, so as to en-

able persons making them, to cross our railway without any
more labor and inconvenience than in the case of a road.
I should have been glad to have them up and to have agreed
with you upon them. I am interested again to make you an of-

fer to agree with you upon any reasonable terms whatever, and
will appear before your Board for that purpose at any date
you may name. It, however, your Board does not desire that
we should make any further attempt to reach an agreement, I

will kindly notify me, so that effect, our company will
take the position to have the road as contained in agree-
ment with the provisions of the Code, relating thereto. In
this case, I understand as a procedure as determined

that our company should pay to the county damages that
even be necessary to restore or repair or change the grade
of the road after the construction of our road, and we are
advised that it would not be better for us to attempt to

do any thing to the roadway, as it stands at present. Un-
less your Board should agree that in case of whatever a
damages be assessed by the county in that respect, we
the monetary damages which may be imposed upon by the jury.

In conclusion, I am instructed by my company, to say that
they recognize that the public has a great interest in the
construction of our railway, and that all the public inter-
ests relating to it will be carefully protected by our com-
pany and it would seem strange if we should agree upon some

method under these circumstances.

Yours very truly,

[Handwritten signature]