

be refunded in the accruing freights of subsequent years,) amounting to nearly one-half the whole cost, to aid the extension of its road from the head of Jennings' Run to Lonaconing, ten and a half miles, the small concession of less than one-third of one cent per ton per mile in transportation, below the rates charged to all other parties at the period of making the agreement, was made; and then only upon the guaranteed daily quantity of six hundred tons. This agreement was made in 1856, and the money supplied during the following year, which was one of great severity in the money market, and but for such aid, promptly rendered, the extension of the road would not have been consummated. This extension of ten and a half miles, so made, enabled some seven other coal companies to develop their property, which they did with comparatively slight cost. The rates named in this contract were at the period undoubtedly remunerative, and it was within the ability of any other proprietor of coal lands at that period to have had similar concessions in freight, if any equal, or definite daily quantity, similarly guaranteed, had been offered, but it was not asked for.

Second. In Oct. 1863, finding constant difficulties thrown in the way of its business in fulfilling the American contract in good faith, (for their mines were located $1\frac{1}{2}$ miles below Lonaconing, upon the line of railroad belonging to the George's Creek Coal and Iron Company,) and believing an identity of ownership of the two roads, would advance the general interest, this company opened negotiations with the said George's Creek Coal and Iron Company for the purchase of its 9 miles of railroad, extending from Piedmont to Lonaconing, and finally consummated the purchase upon the best attainable terms. Coupled with the sale the George's Creek Coal and Iron Company exacted the sole condition, of having the products of its mines transported over the 9 miles, to Piedmont, at the then prevailing rates of two and a half cents per ton per mile, common alike to the 9 miles of railroad so sold, and to that of the Cumberland and Pennsylvania Railroad Company's line at the period of purchase. The effect to avoid this condition which had no practical bearing at the time, was made without results and believing that rate remunerative, it was finally conceded in view of what were deemed the more advantageous features of the purchase.

The extraordinary advance in the cost of operating, which followed the fourth year of war, obliged this company to increase its rates at all points where it was practicable to do so, and hence the higher rates of charge imposed upon the coal companies who had not aided the company in any manner, and rendered absolutely necessary to keep up its way and machinery.

Third. For and in consideration of heavy advances of money, (to be refunded in the accruing freights of subsequent