

against such an award as unjust and unfair—contrary to the spirit and intention of the section of the said supplementary Act, under which it was made—ruinous to your petitioner, whose business in any event was effectually destroyed, and whose property would have been sacrificed at one-fourth its just value.

Your petitioner further sets forth that previous to this arbitration as to the value of the said ferry boat Portsmouth, the said Broadway and Locust Point Steam Ferry Company had offered to purchase from your petitioner the said ferry boat Portsmouth, and to give therefor the sum of *eight thousand dollars*; that a responsible dealer in old metals had offered three thousand five hundred dollars for said ferry boat Portsmouth, for the purpose of obtaining the old materials of the same; that respectable and responsible machinists and ship-masters since the award was made, have testified under oath, that the said Portsmouth is worth from eight to ten thousand dollars; and that from these and other facts and circumstances connected with the making of the said award, your petitioner is satisfied and assured that such sum of two thousand five hundred dollars was no such *fair value* for said steam ferry boat Portsmouth, which the said supplementary Act contemplated as the condition under which the *exclusive wharf privileges* were to be granted, nor was it even an approximation to the value of the material of the said boat, irrespective of the loss of route, and the privileges heretofore enjoyed.

Your petitioner, therefore, refused to accept the award, and as a consequence has had for nearly two years to submit to a continuous loss, by reason of having his ferry boat employed, whilst during the same time the said Broadway and Locust Point Steam Ferry Company of Maryland have been enjoying the rights and privileges, and profits accruing therefrom, by the *exclusive use of the said wharves*, without complying with the condition on which the said supplementary act, with its valuable privileges, was granted.

Your petitioner further avers, and is ready with proof thereof, that the said Broadway and Locust Point Steam Ferry Company of Maryland have not, nor do carry out the third section of the said supplementary Act, by running two ferry boats, and at the time and intervals therein enacted, but on the contrary, during a period of less than two years, in direct violation of such enactment, have, on different occasions, aggregating more than three hundred days of that period, only run one boat, and that irrespective of the time fixed to elapse between trips, and at much longer intervals than enacted, thereby violating the Act of Assembly, inconveniencing the public, and usurping privileges which it was