

a portion of the complainant's land, required for the construction of their road, a jury convened for that purpose by the company, met and condemned certain land of the complainant for its use, (which the inquisition stated, was condemned as of an absolute estate in perpetuity,) and awarded to him the sum of \$212, as damages therefor. That, on the 31st of August, of the same year, another portion of his land, was in like manner condemned, for which the further sum of \$135 was awarded to him. That the said damages had never been paid, and no conveyance had been made. That the road had been constructed over only part of these lands, and the rest had been made the site of a public house, which the company had rented for profit, by reason of which misappropriation, it was contended, that their right to that portion of the land had been forfeited, and that it had therefore reverted to the complainant. The bill prayed that the company should be decreed to pay the money so due by them, and that in default thereof, it should be perpetually enjoined from passing over that portion of the road, that the equitable lien of the complainant for the purchase money be enforced, and the land be sold for its satisfaction, and that the part occupied by the public house, as above mentioned, be delivered to him, and the company be restrained by injunction, from disturbing him in the enjoyment of it. The answer of the company stated, that shortly after the damages were awarded to the complainant, the same had been tendered him, which he refused to take; and, that the money so tendered, had been for a long time kept ready, to be given him on application. That its property had been conveyed to trustees for the benefit of its creditors, and was then vested in James Iglehart, and William S. Green. That, by an act of assembly, passed at December session 1841, chap. 168, it was authorized to issue bonds, payable partly out of net income and profits, and that it had been, and was, willing to issue a bond or bonds, to the complainant for his debt, or if the court should consider the debt a lien on the property, and that such a course would be proper, it was willing to apply its revenues and profits to pay it. That the house built by it was useful as a depot, and that the complain-