Now, it is understood that the rights of the State are to be decided here, in a controversy with this company I represent. If the State will bring on a suit, who are the proper parties to represent her! Certainly only those authorized to do so. Now, in this instance. I understand, and you have seen it so stated in the bills before you, that the Governor of Pennsylvania, or the Secretary of the State, or the Attorney General, or some other of the high mightnesses about Harrieburg, has taken it into his head that we have done something or may do mightnesses about Harrisburg, has taken it into his head that we have done something or may do something in consequence of which we have forfeited our charter to the State. I do not know the grounds upon which that allegation is based. I cannot know them until they are placed upon record, or until they are in some way communicated to me of to my clients by those who make them. They are not defined, and I do not know what they are; but may it not very well be presumed that these proceedings, which have been instituted for the purpose of trying the validity of our charter. the purpose of trying the validity of our charter, are based upon some fact of which the Peansylvania Railroad do not know anything whatever May they not be just as ignorant of the ground upon which the Attorney General charges us with having forfeited our charter as they are about the charter itself, for, in their own bill, they say they don't know anything about that?

Another thing, if we were here face to face with the State of Pennsylvania, represented by those who have a right to represent her, may it not be very well supposed that she would waive considerations which the Pennsylvania Railroad would be disposed to insist upon. For instance, I won't pretend to say that I know the gauge of everybody's mind about the State capital, but I do think that I am not so ignorant of the character of the Attorney General's understanding and his sense of right, as not to believe, with great confidence, but if he were in discussion with us upon this question, about the forfeiture of our charter, he question, about the forfeiture of our charter, he would not attempt to demand the forfeiture upon any such ground as that suggested here. He would not, and I do not think any but a railroad corporation would dare to. No State, with a proper regard for justice and the interests committed to the keeping of these railroad companies, would ever dream of saying that we have lost our charter because we filed a paper which we were required to file with the Secretary of the common wealth, and the Secretary kept it in his office for forty and the Secretary kept it in his office for forty days, and then, when very important interests had been staked upon the supposition that it was filed according to law, declined to do as plain a duty as ever fell to any such ministerial officer; no such reason as that would be alleged to prove that we have not a charler, if we were before the Court on a charge brought by the State.

Now I do not say that in difficult and changeable circumstances the charter of a company can able circumstances the charter of a company can never become a subject of investigation, where a suit has been brought against that corporation by a private party. It is true that where a private individual or any other corporation believes that it has suffered injury at the hands of a corpora-tion, a suit may be brought; and it this offending corporation justifies the act on the ground that its charter authorized it, it must produce so much of the charter as will legalize that particular act, to the charter as will legalize that particular act, to show its quality; and when you have redressed the private grievance you have done with the in-vestigation of the charter. That is, you must go on with your investigations as far as it is necessary to go for the purpose of ascertaining the quality of the particular act that is complained of against that private party but as to allow a private indi-vidual to call upon a corporation to produce its charter, to have that charter pronounced invalid for any public reason, or for any reasons that may apply only to the interest of a private controversy, which are cited here by Mr. Wharton and Mr. Biddle show conclusively. Although I suppose that the gentleman upon the other side had not studied the subject when he drew this bill, now that attention is distinctly called to it, it cannot be possible that my friend Mr. Gibbons will insist that there is any such role.

But then if there is any private party under the broad heavens that ought to be silent, and refrain from making any such allegation against us, it is the Pennsylvania Railroad and the Sunbury and Eric Railroad, the two plaintiffs in this case. This is the last case in the world in which they ought to be allowed to make any such allegation. They have sued us as a corporation, they are seeking a decree against us as a corporation, and after having taken us by the throat and dragged us into court in that capacity, are they to be tolerated in making an argument that we are disarmed of the power to defend ourselves as a corporation?

Observe that this suit is brought, not against the old consolidated company, the Atlantic and Great Western Road Company of Pennsylvania, nor against the officers and managers of the present consolidated company of the three States, but it is brought against the Consolidated Company itself as a corporation. In order that there may be no difficulty about it, they have said that it is the At-lautic and Great Western Company of the States of New York, Pennsylvania and Ohio. What of New York, Pennsylvania and Onio. What would have been the consequence had we accepted the challenge so chivalrously thrown down by the gentleman of the other side to prove our corporate existence? Suppose that in accepting that challenge we had failed to prove that we had a charter; or, suppose that we had proved the original without of our charters and they had ginal existence of our charter, and they had been able to repel that, by some counter proof of an act, the result of which was to for-feit our rights, why, then, we would have no charter, we would be no party, and the suit which they brought against us no suit. It would result in deciding not only the refusal of this motion, but of the final refusal of this bill, and it would tain us and them incontinently out of Court. Then all the eloquence of my friend Mr. Cuyler would have been expended in vain upon a mere local nothing, that has neither habitation or name. For all the good or harm that he could have done in that case, he might as well have gone on the top of the Allegheny Mountains and spoken his speech to the wild winds. Then, what would my friend Mr. Gibbons do! His business now is to do the very, very up hill work of show-ing, how a decree is to be pronounced in this case against the reasons to the contrary, which he has heard from Mr. Wharton and Mr. Biddle. How he is to get along with it just as it stands, I don't know. But how he would have got along at first had he succeeded in proving that we had no existence, how he was to get a decree against nobody, passes my comprehension. But supposing

he could pass over that, and get a decree against nobody, what sort of an execution would be take? You issue a writ of injunction and put it into the hands of these two gentlemen, who of course are burning with all the zeal that belongs to their clients, and all the animosity that can be felt, of course not personally, but vicariously. They no doubt feel very bad against the objects of their denunciation in this Court, for I don't think anyhody ought to feel well, who says so many hard things as Mr. Cuyler did in his opening.

They start out on this object of their clients, sympathy and fire in each eye, papers in each hand, and they traverse the hills and valleys of this commonwealth to see if they cannot find this invisible non-existing thing that has no local habitation, and has no name by which it is known by the children of men. They cruise about like the Dutch Admiral in search of the phantom ship, but with hardly as good a prospect of success as he had, because a phantom might be visible, ander some circumstances. It appears and disappears, but this nonentity of theirs never appears; and what would be the consequences after they had spent six months in search of it! why, that they would come home empty handed.

vould come home empty handed. In the whole history of time, in the history of our jurisprudence, there has never been such an attempt to commit legal suicide as this. I am very glad that it was not successful, because if it had been we would have been compelled to bury this corpse at the cross-roads with a state through its body. As it is, it has suffered a moral death at the hands of Mr. Wharton and Mr. Biddle. But it is entitled to a decent funeral, which our friends on the other side need not be ashamed to attend where they can shed as many tears over its grave as they feel necessary to express their sorrow at its untimely and sudden departure from this

If your Honor pleases you are asked to decree If your Honor pleases you are asked to decree an injunction against five corporations of very considerable megnitude, and all of them loaded down with interests, which belong to their stock-holders, officers and managers. To pronounce such a decree as that, and thus prevent the defendants from using the property that belongs to them as other proprietors use what is their own, and not only to virtually rain their business, but to a very large extent break up the commerce of a large portion of the country, and put thousands upon thousands of the people connected with these roads, and who are not upon this record as defendants, to great inconvenience, is no light thing.

thing.

It is not a thing, which your Honor will do, unless you are moved to it by considerations which are not only powerful, but irresistible. Especially will you be slow about doing such a thing, when it is asked for, as it is in this case, immediately after the filing of the bill, and before the other party has an approximately of making an answer and had an opportunity of making an answer and placing their defence upon the record, and before any evidence upon their side can be regularly taken. Another thing which would necessitate your action is the fact that the demand for that function is now based upon a fact which

strongly, firmly and persistently denied to be true, and which is not supported or proved in any other way than by the most uncertain and unreliable evidence indeed, if it can be called evidence at all, that was ever offered to the consideration of a court of justice, ex parte affidavits from men put in a corner, without an opportunity of cross-ex-amination. When I say that this is most cureliable and uncertain, I say it without intending to make any imputation on the good character in any respect of the gentlemen who have made these affidavits; but I do say that on a subject where there is room for a difference of opinion like this, it is the easiest thing in the world to get any number of the easiest thing in the world to get any number of ex parte affidavits for any purpose that you want. Why here are as respeciable men as any in the common wealth, among them Mr. Thomson, President of the Pennsylvania Railroad, and Mr. Potts, who have sworn that there is no connection between these two roads at Corry; sworn that literally and straight. They would have sworn to no such thing if subjected to a cross-examination for two minutes; they would have been compelled to back square down and make their testimony different entirely from what it is this minute. They ferent entirely from what it is this minute. They could not have borne it.

I aver that there is no instance to be found on I aver that there is no instance to be found on record where a special injunction has been granted on mere affidavits, or where a fact thus proved, or attempted to be proved, by the affidavits, was not either presumed to be true without them or where it was not of a peculiar character, such, for instance, as that of proving an incident or something peculiarly within the knowledge of the party who made the affidavit.

It is done sometimes in cases of this kind, ex ne-It is done sometimes in cases of this kind, ex ne-essiniate rei, as it is in other cases.

If there be any one rule in equity proceedings that is well established, clearly defined, univer-salty acknowledged, never denied, it is the one as-serted by Mr. Wharton the other day, and proved by the authorities which he produced, that in the first place a motion for a special injunction is ne-ver granted unless the motion be supported by proof that the act complained of, is illegal beyond a possible doubt. In the second place, that it is a possible doubt. In the second place, that it is perfectly certain to be committed, or has been comnitted by the defendants; and in the third place, it must be shown not by light evidence, not by evidence which merely preponderates; it must be shown by evidence which is utterly incontestible, that, if committed, it will inflict upon the complaining party such an injury as cannot be repaired either by an action at law or by any other way.

Now, if that is not the law of Pennsylvania, then there is no law in this State, and there is no proection for any man's rights. Have they brought themselves within this rule, I would like to know! So far from bringing themselves within any such rule as that, to the best of my knowledge and be-lisf-1 speak after reflection-1 have never yet per-ceived they attempted or offered even to get within ceived they attempted or offered even to get within any such rule, and they have not attempted to show that there was any. Have they proved that that other point of law which they make in the case is clear and free from doub!? What is that other point of law! It is that these two railroads do not connect at Corry according to the meaning of the word connection, as used in the act of 1851. That is, that when the act of Assembly of that year declared that one road, one company, shall have the right to connect or lease the road of the other, they being of different gauges, should apply only to cases in which two roads so connected are of the same gauge. Now, if that act of As-sembly had contained any words which would have amounted to a provise equivalent to this, "Provided that this law sha'l not apply to the case of two roads connected together which are of diferent gauges," then it will be all right. must interpolate these words into the act of As-m-bly before they can say that it is entitled to that construction, before they can assert that the law is as they say. It is not so. I hold, so far from their making out a case which is doubtful, that the case is perfectly free from doubt on the other side. To me it seems as clear as the bright light of the sun at noonday, that they are wholly wrong, and yet I do hesitate about expressing the strong convictions I feel on that question, because there is another gentleman who has said exactly to the contrary, and he who knows my friend Mr. Cuyler will have the utmost respect for his judgment. It must be that one or the other of us is mistaken, and I admit the presumption is, that it is as likely to fall against me as against him. I do not know that he will admit with me that it is as clear as sunlight, but I know that he will admit that it is pretty good moon-

Now, how do you make it a perfectly clear ques-tion of law that admits of no doubt? It must be a reposition which any impartial man will accept first blush. If it relates to the written law of at first blush. If it relates to the written law of the country, all you have to do is to hold up the statute and say "Here, between the four corners of that law the rule is compressed upon which we insist." That is sufficient. If it relates to an old law of the commonwealth it must be language well known—a well recognized, perfectly adjudicated principle. But do they rely upon anything of that kind! Do they simply offer you an act of Assembly and then say, "Here is the exact statute which fixes it just as we want to have it." Not they. They will not trust it in any such way as that. They intend to make it out by a long chain of argumentation, one end of it fixed upon very of argumentation, one end of it fixed upon very remote premises and the other end reaching, as they think, to their conclusion. But they would not trust your Honor with a pull upon that chain. They do not put it into your hands until they have supplemented it with divers affidavits of gentlemen who are very respectable; but what they are supposed to know about law more than the Court does. I cannot understand.

But they pick up these gentlemen, (and they are their particular friends too,) and they take their affidavits that the meaning of the word connection does not apply in that case and that condition; they wrap up their logical argumentative chain with these affidavits; but then unfortunately the affidavits all peeled off instantly by counter affidavits and by witnesses, quite as respectable and twice as numerous, and that leaves you where you were

as numerous, and that leaves you where you were before, only in rather a worse condition.

It is necessary, if your Honor pleases, that you should look at that act of Assembly and construe it ex visceribus suis. What does it mean on the face of it! What is the literal meaning of the words that are used there! The word connection means, necto to tie, con together. Two things are tied together. These separate things so connected may be very diverse. It is not at all necessary to suppose that there could be any resemblance between pose that there could be any resemblance between the things connected; to say that there can be no connection between two railroads because one is broader than the other, is just as preposterous as it would be to say they cannot be connected because one is longer than the other; or to say that they cannot be connected unless they have the same shape or to say that two gentlemen cannot be connected in a business partnership unless their eyes are of the same color, and their legs of the same length; or that two gentlemen like my friends here, cannot be connected as colleagues in the same cause unless their arms are of the same length, or they wear the same clothes. Now, in order to make out the meaning of the word to be the true one which you assign to it, it becomes absolutely necessary to assert that two diverse things cannot be connected together; you must show that the word has a more restricted meaning, and that they cannot be con-nected together upless they are especially alike in some particular feature that is given them both otherwise you cannot say that there can be no connection between two railroads, merely because one is a broad gauge and the other a narrow gauge.

Now, I want to startle Mr. Cuyler a little by
asserting that the word connection does not pro-

perly apply to the junction of two railroads where both of them are of the same gauge. So far from the word implying similarity in the physical structure, it implies diversity. Two roads connected together or joined together, both of them being of the same gauge, being, in every regard, of the character which ensoles care to run over both, are not connected together—they are united; they form one and the same railroad; one united; they form one and the same railroad; one is the continuation of the other, or branch of the other; they are not twe different railroads connected together. The word connection does not apply to them; and the use of the word, instead or implying that idea which you say belongs to it, absolutely repels it. If you suppose that the Legislature meant the word in the proper sense, as you are bound to believe it did you can come to as you are bound to believe it did, you can come to

no other conclusion. That is exactly in accordance with all our rules of practice. Two persons, not necessarily identi-cal, not necessarily the same, may be connected by family ties; so two families may be connected, and why? Because they are not the same one at all, or they cannot be connected. But a man and woman who are joined in the bonds of matrimony are not connected, they are joined, are united, be-cause by the human law and by Divine law they cause by the human law and by Divine law they are one, they are the same person. That is a reason it is a union in that case, while in any other case it would be a connection. Take two rails, not railroads, but two rails, of the same size, and weld them together so there is no perceptible difference between them; they are what my friend Mr. Worrall would call concorporated, they become knit together, and they become one and the same piece of iron; they are not connected. But take two different rails of different sizes and different thickness, and tie them together by bolts, or bars, or pins; then there are two rails connected with each other. Here is one book and here another; these two books can be tied together. They are wholly unlike one another, and when tied together they are two separate things united; but if these books were on the same surject, and both bound up within one cover, then the word connection would not apply cover, then the word connection would not apply to them at all, there would be a union between them—they would be one book.

I maintain that to use the word connect, in the

sense in which it is used on the part of the counsel for the plaintiff here, is to use it in a totally wrong sense. I maintain that such a use of the word has no application to railroads, and there is no sort of no application to railroads, and there is no sort of a presumption that the Legislature intended to use it in such a way. But, then, in addition to that, I maintain that on the face of this act of Assembly there is a general intent expressed, which shows that no such idea could have snuered the mind of the law-giver. What is that? By this word connection the gentlemen say the Legislature meant only to provide for two railroads, from which the same cars may run without stop, or break, or transhipment. Now, the Legislature said that this lease might be made, not only in cases where two railroads connect immediately with one another, but the lease might also be made in any case where they are connected together by in any case where they are connected together by the intervention of a third road. Now, that third road may be in the hands of an opposing enemy, as in point of fact it is, and that cause effectually prevent the care of the lessee from running from the road owned by him to the road lessed. Therefore it is evident that the Legislature could not intend the reference in the case, the counsel for the plaintiffs insist they did intend.

The different acts of Assembly which were cited y Mr. Biddle, on Thursday last, showing you ow the word connection had been used by the Legislature in different times, seem to me to be ex-ceedingly important. It proves that, in the legis-lation of the State of Pennsylvania, we have been in the babit of speaking of the connection between a railroad with a plankroad, or a railroad with a canal, or a railroad with a navigable stream, over which there is a line of steamboats; and surely connection in this case did not mean a similarity of gauge, or the capacity to carry freight and passengers without transhipment. Then, in the judicial proceedings of the county, the word connection has been used in some way a thousand times. I doubt if your Honor has written five opinions in your life in which the word connection was not used to indicate a junction of two things entirely different from one another; and I also assert that the use of the word has been carefully avoided in cases where the two things supposed to be joined were identical, and would, therefore, more properly be called a union, then a connection. In common parlance you have the same thing, and, indeed, when there are two things connected together that are like one another, whether in gauge or anything else, they are always spoken of

would like to ask my friend Mr. Cuyler the import of a sentence be used, in opening his case, where he says, "Here are affidavi's made by gentlemen very well skilled in these subjects, because they have been connected with railroads?' Did he ean to say the gentlemen and the railroads were

f the same gauge? Show me, where you find the word, in an act of Assembly, an important act of the Legislature, authorizing the doing of most important things, and that word has the sense which has been given to it in indicial proceedings and in common parlance, and the sense is uniform and constant, and there is nothing in the context of the act of Assembly which indicates that there is the least intention to use it in any other way, has that in which it is generally understood. What sort of a Legislature must that be, and what motives are you to attri-bute to them, to intend the act to be understood in another and a different way? Are you to sup-pose that these representatives of the State, the supreme legislative power of the State, are going to use the plainest words in a double sense, or that they would have a meaning doubtful or equi-vocal given to one of the simplest words in the language? That would only be to imply that

the language? That would only be to imply that they have broken their word not only to the people but to the State.

They say: "Yes, we may, if we are connected, lease another road." We are connected? We are connected, as that word is understood by the masses of the people, by the Legislature, by the Court, by all professions, including railroad companys, including the Pennsyivania Railroad Company herself. We prove it by her tickets. We prove it by her advertisements scattered over the land broadcast. Very well, then, we lease the road. It is a great enterprize for one company to lease another company at some distance, but after completing that lease, are we now to be told that the law which the Legislature published on its completing that lease, are we now to be told that the law which the Legislature published on its statute book is, after all, a delusion and a snare, and merely to catch people that are footish enough to believe in it? Why the morality of that kind of legislation would not be one particle better than the morality of the man who burns talse lights on a dangerous coast for the purpose of ship wrecking

those who believe in them.

The Legislature of Pennsylvenia had no more right to authorize the Pennsylvania Railroad to do this thing, after giving us the authority, directly from the State, to do what we did; to authorize the Pennsylvania Railroad to stop us, after we have the right to make the contract, than it has the right to authorize that company to set a man trap up in the middle of a highway, and then cover it up so as to catch the first unwary passenger that might happen to put his foot in it.

This is a law that on either side is not doubtful. My friend Mr. Cuyler said that he was restrained only by the respect he feels for his professional brethren from saying that any suppositions drawn up by this side are ridiculous. Now I do not think that anything that may be said by a gentleman in good faith, and with kindly sincerity, is ever reliculous. Sincerity is ever the first of virtues, and that he is sincere is periocily apparent from his manner as well as from a great many other reasons. But this is easily accounted for, how a gen-tleman can get erroneous notions in his head when to becomes the interest of his clients that he should be wrong. I remember Solomon says: "Interest blindeth the eye and perverteth the judgment." Though I would not believe in the case of air. Cuyler that his eye could be so blinded as not to see the real condition of this case. That is, I would not believe in the case of air. not believe it if anybody else but Solomon had said so. But here is Mr. Gibbons, whose imagina-tion is not so active as Mr. Cuyler's, that has had time to reflect upon it. For three nights since the argument of Mr. Biadle he has had the opportunity to consult his pillow; he certainly will not in-sist upon this as a doub!ful case. If he does I can only say there is no end to the infinite perversity of the professional mind.

But now I come to what I think is the most singular feature of this most remarkable case. In all other cases that I have ever seen in a court of jusother cases that I have ever seen in a court of us-tice, in the course of a professional and judicial life that I am sorry to say is not a very short one, I believe this is the first case conducted by counsel of ability, and the case itself being one of very great importance, in which there was no effort made to impress upon the mind of the Court the injury that was done by the party making the complaint, and the necessity for the relief or redress that might be demanded. It is the universal course of counsel to endeavor to make it appear to the satisfaction of the tribunal which is to determine the case, that their client is in the nice predicament of a much-injured and ill-used gentleman or lady, or corpoinjured and ill-used gentleman or lady, or corpo-ration, as the case may be; but here is an argument that lasted two hours and a half, and it was a very impressive one upon all the topics it touched, (your Honor cannot forget it, and I cannot and never will.) and what was remarkable aboutit was that not one single word from the time Mr. Guyler opened his lips until he made his bow to the Court at conclusion—not one single word was uttered about the injury the Pennsylvania Railroad or the Sunbury and Erie Railroad had suffered from the hands of these defendants that made it necessary that your Honor should interfere by injunction, that your Honor should interfere by injunction either to redress past wrong or to prevent wrong committed in the future.

Here was a perfectly sound client. He had no wounds to show, no scar for old wounds, or even a lear that something would happen hereafter to do them harm, but, on the courary, an immense display of patriotism that is viccoious. Again, I insist upon it, it is the patriotism of the Pennsylvania Hallroad Company represented by that general and a great suprehension that the mertleman, and a great apprehension that the mer-chants of Philadelphia might suffer, but not one word about any injury that had been perpetrated upon the private interests of the Pennsylvania Railroad Company, of which alone they had a right

o complain. The State complains of all the public interests of which Mr. Cuyler spoke about, and if the State don't complain rebody else has a right to do so. n consequence of his silence, it becomes necessary for us to follow over the ground and examine the Pennsylvania Railroad Company, not the whole Pennsylvania Kuiroad Company, not the whole of its anatomy, but those particular portions of it most exposed, in order to see if there be any wounds or cuts of any kind. What is it that they ask for, and on what grounds do they so demand it? Why one thing is, that you shall declare the lease between the Catawissa and the Atlantic and Great Western void—a lease between the two companies perfectly independent of the Pennsylvania Railroad, made according to their own voition? Why should that lease be complained of by the Pennsylvania Railroad Company! Will any. the Pennsylvania Railroad Company? Will any body be kind enough to tell me what business the Pennsylvania Railroad has with that lease? As Pennsylvania Railroad has with that lease? Assume it to be illegal if you choose, say that it is so, but the parties choose to make it, and it is no concern of their client, of the party that is complaining here. The surject matter of that contract is the road of the Catawissa Company reaching from Milton to Tsmaqua; not one loot of that road has the Pennsylvania Railroad a right to put its finger upon. It has no right, title, interest, claim, estate or demand whatsoever in, of, or out of, the estate or demand whatsoever in, or, or out of, the road which is the subject matter of the lease between two other and private and independent parties; and yet the Pennsylvania Kaliroad Company comes thrusting herself in between these two and says, "You shall not make an agreement between yourselves that does not con

cern me." Let the Pennsylvania Railroad attend to her own affairs, and she will have her hands abundantly full. And why should she not, in to her own affairs, and she will have her hands abundantly full. And why should she not, in this case? If you don't permit her to interfere, what injury is she going to suffer? Why is it any at all; any direct, isgal or substantial injury to her? I admit that it may deprive her, here and there, of a customer that may prefer going by the Catawissa Railroad under the management which would be put upon this line, who o herwise would have gone to the Pennsylvania Railroad; or in other words, to use the language of the bill. "trade may be deflected." Some passenger may find, when he comes to the fork at Milton, that it is better for him, because shorter and cheaper, to go by the Catawissa Railroad. He will be carried to his destination in a better way than he would be, by following the course of the Pennsylvania Railroad. But is not that perfectly fair competition? Has one company the right of injunction against another because in the exercise of its legal privileges it may protably cause the trade of the first company to be deflected? I suppose not. I suppose it one of the merchants of Market street would call apon Mr. Biddle or Mr. Cuyler to file an injunction against another because he deflects trade from one side of the street to another, by perfectly fair and legitimate means, neither Mr. Cuyler or Mr. Biddle would file a bill in either case. Cuyler or Mr. Biddle would file a bill in either

Nor do I suppose that either of them, at the instance of a third party, would file a bill against two parties who have agreed with each other, one to sell and the other to buy certain pieces of property, personal or real. That bill would be just as pro-per as the bill here, for the purpose of prevening two railroad companies from making a lease be tween them. If the lease is illegal, let the State of Pennsylvania order it not to be done. Let the State come into Court about it, and if she can show that it is filegal an injunction will be granted, which will prevent the filegal act from being accomplished

But now, that is not all If you will give me your attention, I will, as well as I can, bring to your notice what I think is the ground, the only ground, under which, upon any possible circuit stances, the Pennsylvania Railroad can preted she has any possible rights whatever to be heard to it. The only connection between the Pennsylvania Railroad on the one hand, and the Atlantic and Great Western on the other—for they really represent the two parties here—is that contract which was made in 1860 between the Sunbury and Erie and the Catawiesa. These two companies have each of them its respective orbit in which it move and lives and has its being. There is no place where these orbits touch except at a place where they are brought together by that contract, and that is the only point of attraction between them It is the only ground out of which can arise any possible conflict between their interests. Now let ussee what that contract says, and we deem it to be of such a character, and it has been so treated, that no injury to the Pennsylvania Railroad Com-pany can be predicated of anything that was done under the contract, or in pursuance of the contract, or in violation of the contract; for in that case the plaintiff here has a perfectly good status in court, and has a right to complain, and a right to the remedy that will be prepared to save that road. It was in 1860 that that contract was made; it was made for the mutual accommodation of the two companies, who matually subscribed it. It was made for their mutual profit; it was agreed between them that certain work should be done in common by both of them, and after a confusion of details, all of which it is not necessary for me to mention, one was to carry forward the passengers or freight that might be brought forward by the other, and vice versa, and they were to divide the profits of that work in certain proportions men

profits of that work in certain proportions mentioned in the agreement, according to the amount
of the work done by each company.

I say this was a profitable contract, because nothing else but a belief that it was profitable could
have impelled two railroad companies to enter
into such a contract. It is not pre'ended that
there has been any complaint about its being a
burdensome contract, by either party, from the
time when it first went into operation until the
present day. On the contrary, it seems to have
been carried into execution in good faith by both
parties, and without any complaint that either parties, and without any complaint that either was losing; therefore, your Honor must assume that this contract was a profitable one.

But it did not, however, always remain in the bands of the original parties. The Philadelphia and Eric Railroad, in 1862, transferred all its rights and obligations under that contract to the Pennsylvania Company. The Pennsylvania Rail-road Company did not dream, at that time, that the transfer of one side of the contract to it, would de-feat that contract. They supposed that it still con-tinued to exist in full force and vigor, notwith-s anding that one side of it had been transferred. That ex mple of transferral was afterward followed on the other side. Three years later the Carawissa Company transferred its side of the contract to the Atlantic and Great Western Company. Now, one would think, just looking at it with some degree of impartiality, that if a con tract should survive a transfer of one side of it to the Pennsylvania Railroad, that it would not suffer death when transferred, under precisely similar circumstances, to the Atlantic and Great Western. If both were properly transferred, then, the Pennsylvania Railroad and the Atlantic and Great Western Company stand in the shoes of the original parties, and whatever rights are secured to the Pennsylvania Railroad by virtue of that contrac she ought to be protected in, and whatever duties and obligations are due from the other side ough to be strictly enforced by law or in equity, as the

ase may require. We therefore assume that, if the Pennsylvania Railroad has suffered no damages at the hands o that other company, under or in respect to this con tract, she has not a perfectly sound case, either fo a court of law or a court of equity to decide, and she is entitled to no redress. But what is the right she has under the contract? How could she be damaged by anything in respect to it! Why, the right that she has is to have that contract faithfully kept and performed on the part of the Catawissa. But then she admits in this bill that the contract has not been broken. There is not the slighest ap-prehension expressed that it will be broken. On the contrary, they say that it has been kept down to the present day, and they have received a notice, which they manifestly believe to be true, that it is going to be kept by the other party until the atmost limit of time, or until the contract expires by its own limitation.

Where then is the damage? She complains that she has a contract, out of which she has been making money, which contract is to be kept, and the income which she has derived from it heretofore will continue to flow into the pockets of the
Pennsylvania Railroad Company, and yet she
comes here asking for an injunction depriving
herself of profits. Now, supposing it to be
illegal, supposing the contract to be all wrong,
and suppose it to be forfeited, suppose it to
be void in consequence of this transfer, what
then? Why all that the Pennsylvania Railroad has then to complete of its that we are the income which she has derived from it hereto then? Why all that the Pennsylvania Railroad has then to complain of is that we are proposing to carry on a contract which is not strictly according to law, which we are not bound to execute, or which is not bound to be executed on their part; but as it is profitable to them we are willing to do it. We propose to go and put money in their purses, and she comes here to complain of it. Now this is truly a most edifying speciacle to see the Pennsylvania Railroad stand up and lay her great hand upon her corporate heart, and turn up great hand upon her corporate heart, and turn up the whites of her corporate eyes, and say that her conscience is so sensitive that it is impossible for her to receive money which the other party is not strictly bound to pay. It would have been a very little more edifying to the people of this wicked world if she had thought of that three years soon-er, because if this contract is broken now it was void three years ago.

But what is she likely to suffer now? She can elieve herself, and if she does not want this mo-ney, and if her conscience is too sensitive to keep t when she gets it, let her throw it into the West it when she gets it, let her throw it into the West Branch of the Susquehanna. Let her roll up the greenbacks and tie a stone to them and throw them where they can never be fished up. Or let her do as she has been in the habit of doing, appropriate it to pious purposes. Or let her send it down to Washington to pay off the national debt. I will guarantee that when their pocket book comes back it will be empty enough to satisfy the most disturbed conscience in the company.

Now let them show their patriotism by a cheapening of taxes; let them reduce the tax on whisky and give us cheap drinks again, as we had in the good old days. Now assume, if your Honor pleases, that this is the only shape in which this case can be viewed, and that the contract is both

case can be viewed, and that the contract is both burdensome and illegal, and that it can only be executed by the Pennsylvania Kallroad at a loss to her, and that she is not bound to execute it at all.

The remedy is in her own hands again. All she has to do is to stand up and say, "it is a perfectly void contract." According to her idea her defence, if any suit is brought against her for not executing the contract, is a perfectly valid one, and in a court of law, every way that you take it, there is a table of law, every way that you take it, there is a total absence of a necessity for injunction, a total absence of all injury to the party complaining either, in the past, present or future; there is a total want of signus undice nobis, that makes the enforcement of a chancellor necessary in any case concerning the rights of private parties.

the rights of private parties.

What is it that has caused this bill to be brought? There cannot be any sense of injury arising out of any of these contracts to the Penusylvania Railroad Company. That is impossible, first, in the nature of things, and next, a stronger presumption, because they have not complianed of anytice. tion, because they have not complained of (u) injury—there is no complaint of trijury in their bill, nor in any argument we have yet heard. It is

only that the Pennsylvania Railroad regards berself as being now engaged in a kind of civil war, and, like all beligerent parties, she regards any injury done to her adversary as so much clear gain to herself, and therefore she comes into this Court and says. "I have a contract, to be sure, by which I can make money if I continue to execute it, but I must give it up at a loss to myself, and I will do it, provided I may cripple any other company I may regard as a rival."

pany I may regard as a rival."

Now, I would hesitate about imputing that to her. I would hesitate long before accrediting that to her, were it not for the astonnding fact that the Pernsylvania Railroad has absolutely written that down in her bill, and filed it in Court, with the signatures of their counsel to it. Would gentlemen do such a thing as that without instruction from their clients? The only reason they give for it is that they do not wish to execute that contract, because if they do, it will benefit a rival company, and they take that bill into an impartial court of justice and ask that tribunal to arm her hand with the bolts of verseages for the purposes of furning the boits of vengeance for the purpose of hurting them against those whom she chooses to deem her foes, for their destruction. They will never be permitted to do such a thing in a court of equity They can never make a court of justice the instru-ment of such verg-ance.

Now, if your Honor pleases, I ought perhaps to

go over some of the public ground that they have taken. I might show, somewhat in extense, that the rights of the State are safer in our hands than in the hands of the Pennsylvania Railroad; that these rights of the State, these interests of the State which have been committed into our hands are safe in all respects, and that the duties that are to be performed by the Pennsylvania Railroad Com-pany are those alone which she bas any kind of right to consider. I might go over that, but really for the reason that I have mentioned to you at the ourset, I do not think that it is consistent with the respect I owe this Court to say snything except as regards these bills, presented to be adjudicated in this case, but such as concerns the private interests of the parties; and therefore I have said my say,

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