

A Supplement to the act entitled "An Act concerning the New-Castle and Frenchtown Turnpike and Rail Road Company."

Whereas it is represented to this Legislature, that the capital stock of the New-Castle and Frenchtown Turnpike and Rail Road Company is insufficient to make and construct a second track upon the rail road of the said Company, and to effect all the beneficial purposes for which the said Company was created:-

Sec. 1. Therefore be it enacted by the Senate and House of Representatives of the State of Delaware, in General Assembly met, that it shall and may be lawful for the Directors for the time being, of the New-Castle and French-Town Turnpike and Rail Road Company aforesaid, or a majority of them, at any stated meeting of the ^{Said} Directors, to increase, from time to time, the capital stock of the said Company, by the addition of as many shares as they or a majority of them may deem necessary; for which they shall be at liberty, as may appear most advisable for the interests of the said Company, either to open books and receive subscriptions in the manner prescribed by the acts of Assembly of this State and the State of Maryland now in force in relation to the said Company; or to sell

the same for the benefit of the said company, for any sum or sums of money not under ^{their} par value, to wit, not under the sum of twenty five dollars each share: And the said Directors or a majority of them, shall have power to borrow money for effecting the beneficial purposes of the said company, and to issue certificates or other evidence of loan, and to pledge the property of the said company for the payment of the same, and interest thereon. And all loans heretofore made, whether the same were or were not by the terms of the loan, convertible into the stock of the said company, are hereby declared to be valid and effectual in law: Provided nevertheless, that the increase and addition of and to the capital stock of the said company, to be made in manner aforesaid, by the said Directors or a majority of them, shall not exceed the sum of three hundred thousand dollars.

Section 2. And whereas the said company at great expense and labour, have constructed a large and capacious wharf at the foot of Delaware Street, and extending along a part of Front Street into the River Delaware, both in the limits of the Town of New Castle; and it may be important to the said company to construct an additional wharf, or wharves, or a harbour or landing place commencing on the shore of the said River Delaware, at or near high water mark, and thence extending to deep water in the said River, to the south or south-west of the wharf already constructed by the said company as aforesaid: Therefore

Be it further enacted, that it shall and may be lawful for the said Company, to construct such additional wharf or wharves, or such harbour or landing place as aforesaid, to commence on the shore of the said River, at or near high-water mark, and thence to extend to deep water in the said River, to the South or South West of the said wharf so already constructed by the said Company as aforesaid; and such additional wharf or wharves and such harbour or landing place as aforesaid, when ^{so} constructed, and so much land covered by said River, as extends from high-water mark to deep water, and as far as the line of South Street in the said Town, with the appurtenances, and also the said wharf already constructed as aforesaid, and so much of the landing place attached thereto, as extends to deep water in the said River, with the appurtenances, shall be and are hereby vested in the said Company, and their Successors: Saving nevertheless, the present and subsisting right and title, if there be such, of any person or persons whatsoever; provided the same shall be established within three years after the passing of this Act. But if such person or persons be under the disability of infancy, coverture, or incompetency of mind, such person or persons shall have three years after the removal of such disability, to establish such right or title.

Section 3. And be it further enacted, that if it shall appear that there is a good and subsisting title

in any person or persons, to all or any of the premises granted to the said Company and their successors, in and by the second section of this act, and if no agreement can be made between the said Company and such owner or owners, respecting the conveyance to the said Company of the said premises, or the damages or Consideration money for the same; or if the owner or owners be out of the state, or under the disability of infancy, Coverture or incompetency of mind, or be otherwise incapacitated or unable to convey, then and in each and every such case, the same proceedings shall be had for ascertaining damages and vesting all or any of the said premises in the said Company, as are contained in the third section of the act to which this is a Supplement, relating to lands for the location and use of the said ~~Company~~ Rail Road.

Section 4. And be it further enacted, that it shall and may be lawful for the Superintendent, workmen and labourers of the said Company, with their implements Carts, Waggon and other Carriages and beasts of draught or burden, to enter upon any premises contiguous to the site of the aforesaid wharf or wharves, harbour or landing place to be constructed as aforesaid, first giving notice in writing to the owners or occupiers of such premises, and doing as little damage thereto as possible, repairing any breaches they may make in the enclosures thereof, and making compensation for any damage

that may be done, upon a reasonable agreement, if the said Company and such owners and occupiers can agree, - and if not, then upon an appraisement to be made, upon oath or affirmation, by three disinterested freeholders, any two of whom agreeing, and mutually to be chosen; - or if such owner or occupier upon due notice given, shall neglect or refuse to join in the choice, then to be appointed by any Justice of the peace of New Castle County, not interested therein; and upon tender of the appraised value on behalf of said Company, - it shall be lawful for such superintendents, workmen and labourers, to dig, take and carry away any sand, gravel, stone or earth, there being most convenient, for the purpose of filling up and making such wharf or wharves, or landing place.

Sect. 5. And be it further enacted, that it shall and may be lawful for the said Company, to erect upon the said wharf or wharves, made, or to be made as aforesaid, or upon any of them, all such buildings as may be needful for the accommodation and safe keeping of the locomotive engines, cars, carriages, or other vehicles of said Company, for the storage of goods, wares and ~~and~~ merchandize, and generally for the transaction of the business and concerns of the said

Company: also to enclose the same if it be deemed advisable: and with the written Consents of the Town Commissioners of the Town of Newcastle, for the time being, to extend such enclosure across that part of Front Street in the said town, occupied by the Rail Road aforesaid.

Section 6. And whereas it is intended to use locomotive engines upon the said Rail Road, and by reason of their rapid motion, the safety of persons travelling upon any public road or highway which intersects the said Rail Road, may at times be greatly endangered by their incautiously crossing the said rail road: For prevention thereof, therefore be it further enacted, that it shall and may be lawful for the said Company and they are hereby required, to cause good and sufficient gates to be erected across each public road or highway which intersects the said rail road; and the said gates shall be opened at all times, to all and every person or persons travelling on such public road or highway, to cross the said Rail Road, except where the safety of such person or persons requires the said gates to be ~~that~~ closed. And it shall be the duty of the said Company to have gate-keepers to attend the said gates. And if any

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 gate-keeper in the employment of the said Com-
 -pany, shall unreasonably, and without sufficient
 cause, delay the passage across the said Rail Road, of
 any person or persons travelling along such public
 road or highway aforesaid. - such gate-keeper so
 offending, shall be liable to pay to such person or per-
 -sons, any sum not exceeding twenty dollars; to be reco-
 -vered before any Justice of the Peace in New Castle
 County in the same manner as debts under fifty
 dollars are recovered.

Sect. 7. And ~~be it further enacted~~ whereas
 the said rail road crosses three of the streets ^{or lanes} in
 the said Town of New Castle, which are but little
 frequented, and it is necessary to put gates across
 said streets or lanes to prevent accidents to citizens,
 and also to prevent Cattle from straying on said
 rail road: Be it therefore further enacted,
 that it shall and may be lawful for the said
 Company, to cause good and sufficient gates to
 be erected across each of the said streets or lanes,
 to be so constructed, as to open without difficulty
 and close themselves. But the said Company
 shall not be required to station gate-keepers
 at the said gates.

Sect. 8. And be it further enacted,
 that the said Company are hereby authorized

to purchase, hold and enjoy such real estate as may be necessary for promoting the objects of the said Company: - whereon they may erect all needful buildings, stables and other edifices requisite for the business of the said Company.

Passed at Dover }
February 9th 1832 }

James P. Lofland,
Speaker of the Senate.

Thomas Davis speaker
of the House of Representatives

Feb. 9.

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A Supplement to the Act
entitled 'An Act concerning
the New-father and French-
town Rail Road Company

Feb. 9. 1832

of the Department in the act entitled "An act concerning the
Wholesale and Drunkard's Shopkeepers and Rail Road Company

thence the cost and expense of constructing the Rail
Road of the said Company from New Castle to Shen-
ton, have greatly exceeded the estimates made before its com-
-pletion, and by reason of such heavy cost and expense the latter
herefore established, are found insufficient, and for many
articles in the act whatever are fixed:

Sec 1. Be it therefore enacted by the Senate and House of Representatives
of the State of Delaware in General Assembly, that the
following are and shall be the rates of toll which the said
Company may charge and receive for the use of the said Road
that, that is to say:

for every passenger including customary baggage not exceeding one
hundred pounds ten cents per mile.
for any goods and such other articles of merchandise not to be
in particular specified as usually pay freight by measure -
one, six cents - per cubic foot.

for straw, fifteen cents per bushel
for coffee twenty cents per barrel, and fifteen cents per bag.
for freight five cents per annum.

for mules - twenty five cents per day.
for horses or mules large or small less than twenty cents.
for the same in small boxes, loads and in half carts.

for mules ten cents per team

For raisins four cents per box and twelve cents per Keg.

For cigars six cents per box.

For tea twenty five cents per chest; fifteen cents per half chest, and five cents per ten catty box.

For wood, one dollar per Cord.

For wood-ware, sixteen cents per dozen pieces.

For specie at the rate of fifty cents for every thousand dollars in value.

For all other articles not before specified, one cent per mile for every hundred pounds: Provided nevertheless that it shall and may be lawful for the said Company to charge and receive tolls either by weight or measurement according to the rates of toll fixed by this Section.

Sect 2. And whereas the New Castle and Frenchtown Turnpike and ~~Rail~~ Road Company aforesaid have agreed and do hereby agree to receive at its par value a transfer of the stock now owned by the State of Delaware in the Chesapeake and Delaware Canal Company and have agreed and do hereby agree to pay to the said State for the benefit of the School Funds, instead of the rate of six per centum per annum or if the rate of dividend on the Capital stock of the said New Castle and Frenchtown Turnpike and Rail Road Company shall exceed six per cent per annum, then at the rate of such dividend on the par value of the said stock, that is to say on the sum of twenty five thousand dollars, such interest to be paid half yearly to wit, on the first day of July and the first day of January in each

and every year after the passing of this act; the first payment to be made on the first day of July next: And whereas the said Company have also agreed and do hereby agree to surrender to the State all the rights of the said Company in and to the Turnpike road leading from Clark's Corner to the Delaware line in the direction towards Frenchtown: Therefore in consideration of the premises be it further enacted, that ^{it} shall not be lawful for any other person or persons, body politic or corporate to construct any other railway, or road to be used or travelled by locomotive engines or engines propelled by steam, within New Castle County between the waters of the Apoguinimink Creek and those of the Christiana river or within a distance from the New Castle and Frenchtown Rail Road on each side thereof, as great as the mouth of said Apoguinimink Creek and of said Christiana River is from said Rail Road at the town of New Castle: Saving nevertheless the rights and privileges heretofore granted to "The Wilmington and Susquehanna Rail Road Company" in the location of their road from the City of Wilmington to the Susquehanna River.

Sect. 3. And be it further enacted that upon an obligation under the common seal of the New Castle and Frenchtown Turnpike and Rail Road Company securing to the State for the benefit of the School Fund the payment of the said interest on the said twenty five thousand dollars, in the manner and at the times herein before mentioned in that behalf then and in

Such case, the state Treasurer, or other proper officer of this State is hereby directed to assign and transfer to the New Castle and Henschelton Turnpike and Rail Road Company all the aforesaid stock held by the State of Delaware in the Chesapeake and Delaware Canal Company

Sec 4. And be it further enacted That it shall and may be lawful to and for the said New Castle and Henschelton Turnpike and Rail Road Company to purchase or procure Steamboats for the conveyance of passengers and merchandise and use the same in connection with the said Rail Road: and for this purpose it shall be lawful to and for the Directors of the said Company in the manner already authorized by law to increase the Capital Stock of the said Company by the addition of two hundred and fifty thousand dollars.

And it shall be the duty of the said Rail Road Company to convey the passengers and merchandise of Steamboats belonging to any other Company, at the same rate of toll, and with the same facilities in all respects, as the said Rail Road Company may convey passengers and merchandise of Steamboats which may belong to the said Rail Road Company. Provided always that when the price for conveying

an adult passenger from one city to the other (to wit Philadelphia and Baltimore) shall be three dollars or less the said Rail Road Company may charge and receive one dollar and twenty-five cents for each adult passenger and for minors in proportion and no more, and when the price for an adult passenger between the two cities shall exceed three dollars the said Rail Road Company may charge and receive in addition to one dollar and twenty-five cents for each adult and other rateably one half of said excess.

Sect. 5. And be it further enacted that this act shall not continue in force longer than twenty years from and after the first day of July next without the reenactment of the Legislature and in case it be not reenacted the said New Castle and Hencletown Turnpike and Rail Road Company shall either retransfer to the State the same number of shares of the stock of the Chesapeake and Delaware Canal Company as is now held by this State or shall pay to the State the sum of twenty five thousand dollars the par value thereof as the Legislature may then deem most advantageous to the interests of the State.

Sect. 6. And be it further enacted that as a further condition of the passing of this act the said Rail Road Company shall semiannually pay to the Treasurer of this State for the use of the State at the rate of one fourth of one

per Centum per annum on their stock actually paid in
for and during the continuance of twenty years from the ac-
-currence of this act.

Chas. J. And he it further enacted that this act shall not take
effect until the said New Gate and Church Lane Turnpike
and Rail Road Company shall legally their acceptance of
this act within three calendar months from the time of its
passage, by some writing or writings under their common
seal of incorporation to be delivered to the Governor of
this State and recorded in the office of the Secretary of
State.

Revised at Dover
January 22. 1833

Joshua Chute, Speaker
of the Senate

Thomas Davis, Speaker of the
House of Representatives

Copy
A further Supplement
to the act entitled "An
Act concerning the New
Castle and French town
Turnpits and Railroad
Company."

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A further additional supplement to the Act entitled "An Act concerning the New-Castle and Frenchtown Turnpike and Rail Road Company."

Section 1. Be it enacted by the Senate and House of Representatives of the State of Delaware in General Assembly met (two thirds of each branch of the Legislature concurring herein) That when any share or shares of the Capital Stock of the New-Castle and Frenchtown Turnpike and Rail Road Company are or may be held by any person or persons as Trustee or Trustees for the use of any other person or persons, or of any corporation or Partnership, such Trustee or Trustees shall vote at all elections of Directors and upon all questions coming before any meeting of Stockholders, according to the written directions of the person or persons, corporation or Partnership for whose use the said share or shares of stock are or may be held in trust. But if such person or persons be under the age of twenty one year, or if no such written directions shall be given as aforesaid, then such Trustee or Trustees may vote according to his or their discretion.

Section 2. And be it further enacted that from and after the passing of this act it shall and may be lawful for the said New-Castle and Frenchtown Turnpike and Rail Road Company to make an agreement with the Philadelphia, Wilmington and Baltimore Rail Road Company for the last said Company to convey passengers and

transport merchandise by the rail road of the last said Company for the joint and mutual benefit of both Companies at such seasons and for such length of time in each year as by the respective Boards of Directors of the said Companies shall be considered most advisable to the interests of both the said Companies: And the receipts arising from the business of conveying passengers and transporting merchandise by the said Philadelphia Wilmington and Baltimore Rail Road Company for the joint benefit of both Companies shall be applied in the following manner, to wit: First, to the repairs and expenses of the rail roads, steamboats, locomotive engines, cars, buildings and other property of the said Companies, and to all other expenses necessarily incurred in and for the carrying on and conducting the business of the said Companies: Secondly, in the payment of the annual sum of one thousand Dollars payable by the said Philadelphia, Wilmington and Baltimore Rail Road Company to the State of Delaware in semi-annual payments: Thirdly, to a certain Indenture of Mortgage of the said Philadelphia, Wilmington and Baltimore Rail Road Company bearing date the twenty first day of May, one thousand eight hundred and forty two, to and for the same objects, uses and trusts and in the same order and manner as therein designated and set forth, and according to the true intent and meaning of the stipulations and provisions therein contained, and afterwards, and expressly subject thereto, to any other debt or debts lawfully owing by the last said Company which may be secured by any other Indenture of Mortgage heretofore executed by the said Company, according to

the true intent and meaning thereof: Fourthly, to the payment of the annual sum of three thousand dollars payable by the said New Castle and Frenchtown Turnpike and Rail Road Company to the State of Delaware in semi-annual payments, one moiety for the benefit of the School fund, and the other moiety for the use of the State, the said sum being for stock of the Chesapeake and Delaware Canal Company assumed by the said Turnpike and Rail Road Company and for other liabilities: Fifthly, to the payment of the interest upon the loan of seventy one thousand five hundred dollars, and the redemption of the principal when it falls due of the said New Castle and Frenchtown Turnpike and Rail Road Company created on the first day of July one thousand eight hundred and thirty three bearing an interest at the rate of five and a half per centum per annum payable semi-annually and redeemable on the first day of July one thousand eight hundred and fifty three. And lastly, if any surplus of said receipts shall remain such surplus shall be applied to the payment of such dividends among the stockholders of both the said Companies as their separate and respective Boards of Directors for the time being may deem proper from time to time to declare

Section 3. And be it further enacted, that so much of the fourth section of the act entitled "A further supplement to the act entitled "An act concerning the New Castle and Frenchtown Turnpike and Rail Road Company" passed on the twenty second day of January one thousand eight hundred and thirty three" as provided for the conveyance

by the said New Castle and Frenchtown Turnpike and Rail Road Company of passengers and merchandise of steam boats belonging to any other Company, shall be and the same is hereby repealed, made null and void.

Section 4. And be it further enacted, that in case the said New Castle and Frenchtown Turnpike and Rail Road Company and the said Philadelphia, Wilmington and Baltimore Rail Road Company shall not respectively on or before the first day of May next, signify their acceptance of this act by some writing under their common seal of Incorporation to be transmitted to the Governor of this State, to be filed in the office of the Secretary of State, this act and the provisions therein contained shall then cease and become void.

Passed at Dover.
February 21. 1843.

Wm. C. Shuman,
Speaker of the House
of Representatives

C. Spruance
Speaker of the Senate

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A further additional
supplement to the Act
entitled "An act concerning
the New Castle and French-
town Turnpike and Rail
Road Company."

1843

Copies

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An act concerning the New Castle and Frenchtown Turnpike and Rail Road Company.

Section 1. Be it enacted by the Senate and House of Representatives of the State of Delaware in General Assembly met that the present route or location of the New Castle and Frenchtown Rail-Road, as surveyed and laid out by the Engineers of the New Castle and Frenchtown Turnpike and Rail Road Company, and adopted by the Directors of the said Company, commencing at a point on the River Delaware within the town of New Castle and thence extending to the waters of the Elk River, at or near Frenchtown in the State of Maryland, in a course as direct as the nature of the ground over which it passes will admit, be and the same is hereby confirmed and established, as the proper route and location of the said Rail Road. And the said New Castle and Frenchtown Turnpike and Rail Road Company are hereby authorized to construct, possess, hold and use the same with all the rights, privileges and powers vested in the said Company by this, or any other, law or laws of this State. And the Directors of the said Company are hereby authorized, to cause as soon as it conveniently may be done, accurate maps of the said Rail Road, as surveyed laid out and located as aforesaid, to be made by the Engineer in

Chief for the time being, of the saids Company or under his immediate superintendance; which said maps besides designating the route and location of the said Rail Road, shall also specify the lands of the several and respective owners and holders, through, over and upon which, the said Rail Road is located and will pass, and the contents of such lands respectively within the boundaries of the said Rail Road. And the said maps shall be verified by the certificate and signatures of the Directors of the said Company, or a majority of them, and the Engineer in Chief for the time being; and shall be further verified by the oath or affirmation of the said Engineer in Chief, that the said maps accurately represent and designate according to the best of his skill and judgment the route and location of the said New Castle and Frenchtown Rail Road, and the lands of the several and respective owners and holders with the contents thereof, within the boundaries of the said Rail Road: which oath or affirmation shall be administered by any Judge or Justice of the Peace. And the said maps, so verified in manner and form aforesaid, shall be deposited in the form of an atlas in the office for recording of deeds in New Castle County.

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maps, in entry shall be made therein and signed by the Recorder of the same being so deposited; and for so doing he shall be paid by the said Company the sum of one dollar. And the said maps so deposited shall be a matter of record; and the same or an office copy thereof, shall be deemed, taken and received as sufficient evidence, in all courts of law and equity, within this State.

Sec. 2. And be it further enacted that it is and shall be lawful for the said New Castle and Frenchtown Turnpike and Rail Road Company by their engineers, artists, superintendants, contractors, workmen and labourers with their instruments, implements, carts, waggons and other carriages, and beasts of draught or burden, to enter upon and occupy the lands within the boundaries of the said Rail Road, for the purpose of making, constructing and perfecting the same and all the necessary works thereto belonging. Provided always that the said New Castle and Frenchtown Turnpike and Rail Road Company shall be liable to pay to the several and respective owners of lands within the boundaries of the said Rail Road a fair and reasonable compensation (if compensation be demanded) for the damages sustained by reason of taking such lands for the location and use of the

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Said Rail Road; such damages to be ascertained or appraised in the manner hereinafter mentioned.

Sec. 3. And be it further enacted, That in all cases where the damages (if any) sustained by any owner or owners of lands within the boundaries of the said Rail Road by reason of taking such lands for the location and use of the said Rail Road, have not been, or because of disagreement cannot be ascertained by private contract between such owner or owners and the New Castle and Frenchtown Turnpike and Rail Road Company; or in case the owner or owners of any such lands be out of the State, or be under the disability of infancy, coverture or incompetency of mind, or be otherwise incapacitated or unable to make such contract aforesaid, or to convey lands, then and in each and every such case, it shall and may be lawful for the said New Castle and Frenchtown Turnpike and Rail Road Company, or for the owner or owners of any such lands who have ^{made} the such private contract as aforesaid to make application to the Court of Common Pleas for the County of New Castle in term time, or to the Chief Justice of the said Court, in vacation, first giving, at least five days notice of making such application to the opposite party: But notice, to such party if out of the State, or under any of the disabilities aforesaid shall not be required of the said Company. And the said

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Court or Civil Justice, is hereby authorized and required to nominate and appoint five fit and impartial freeholders of New Castle County, to view the premises and assess the damages (if any) sustained by the reason aforesaid. And it shall be the duty of the party upon whose application the said freeholders are appointed, to give five days notice to the opposite party of the time and place of meeting of the said freeholders. And it shall be a sufficient service of such notice upon the said company or of any other notice required by this act, to deliver a copy thereof to the President and Secretary personally - or to leave a copy at the dwelling house of each of them: And such notice from or on behalf of the said company or any other notice required by this act, from or on behalf of the said company, may be served by the delivery of a copy thereof to the owner or owners of such lands, or leaving a copy at their respective dwelling houses: But in case such owner or owners are out of the State, or under any of the aforesaid disabilities it shall be a sufficient service of notice of the time and place of meeting of the said freeholders to leave a copy thereof at the dwelling house, or some conspicuous place, on the land, through which the said Rail Road is located. And each of the said freeholders before he proceeds to perform the duties required of him by this act, shall take an oath or affirmation that he will faithfully and impartially, according to the true intent and meaning of this act, and to the best of his

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shall and judgment estimate and assess the damages (if any) sustained by such owner or owners of lands within the boundaries of said Rail Roads by reason of taking such lands for the location and use of said Rail Roads, which said oath or affirmation the said freeholders shall severally have authority to administer to each other. And the said freeholders shall proceed to view the premises; and in assessing damages shall take into consideration the advantages derived from the said Rail Roads passing through the lands of such owner or owners; and having estimated and ascertained the damages, shall make a report under their hands and seals, or the hands and seals of a majority of them, describing the lands and stating the amount of damages (if any), which such owner or owners have sustained or will sustain by reason of taking such lands for the location and use of the said Rail Roads and vesting the same in the said Company. Which said report shall be forthwith returned to the office of the Prothonotary of the said County, and judgment of Confirmation shall be entered by the said Court, unless good and sufficient cause be shown to the contrary, in which case the said Court in their discretion may refer the matter back to the same freeholders, ^{or fall of other freeholders.} to proceed in manner aforesaid and assess the damages if any be sustained. And when judgment of Confirmation upon any report made as aforesaid pursuant to this act shall be entered by the said Court then the said New

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Castle and Frenchtown Turnpike and Rail Road Company, paying to such owner or owners aforesaid, the damages ascertained in such report aforesaid, or bringing the same into liquidation for the use of such owner or owners, and paying the costs of the said proceedings, shall have and hold to them and their Successors and assigns forever all and every the lands described in such report as fully and effectually as if the same had been well and sufficiently granted to them by the several and respective owners thereof, by any legal and perfect mode of conveyance or assurance whatsoever. And each freeholder appointed as aforesaid, shall receive for every day attendance in the performance of the duties hereby required of him (if regular return be duly made) the sum of one dollar; and the Prothonotary shall receive such fees as are given to him by law for like services.

Sec. 2. And whereas in many cases the said New Castle and Frenchtown Turnpike and Rail Road Company are entitled by gift or private contract, to deeds of conveyance for land through which the said Rail Road is located, and in other cases by the award of arbitrators amicably chosen deeds of conveyance are to be executed to the said Company their Successors ~~and~~ assigns for certain other lands through which the said Rail Road is located. And whereas the drafting, execution, proof, acknowledgment and recording of so many deeds for so many small parcels of land will be attended with great trouble, difficulty, delay and expense. Be it therefore further enacted that in such and in such cases it shall and may be lawful for the said New Castle

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and Frenchtown Turnpike and Rail Road Company, and they are hereby authorized instead of such deed or deeds of conveyance as aforesaid, to obtain from the party so contracting or required by any award to make such deed or deeds, a certificate to be made and executed under the hand and seal of such party in the presence of and attested by the Chancellor or any Judge or Justice of the Peace of this State: which said certificate shall contain an acknowledgment of the receipt from the said Company of the consideration money (if any) or of the damages awarded to such party (if any) and shall also contain a description of the lands of the said party within the boundaries of the said Rail Road, with a declaration that the said party conveys all his or her right and title to the said lands to be received unto the said Company and their successors and assigns forever. And the said certificate when so executed shall vest in the said Company, and their successors and assigns forever all the estate, right title and interest of the party or parties making it in and to the lands therein described as fully and effectually as if the same were well and sufficiently granted by such party or parties by any perfect and legal mode of conveyance or assurance whatsoever. And it shall be the duty of the Recorder of deeds for New Castle County to record such certificates so executed and attested for which he shall receive such fees as are given to him by law for the like services. And the record of said

certificated or an office copy thereof shall be sufficient evidence in all courts of law and equity within this State. And the said Rail Road so located as aforesaid and all the property, rights, powers, and privileges granted to the said New Castle and Frenchtown Turnpike and Rail Road Company by this or any other law or laws of this State, shall be and are hereby vested in the said Company, their successors and assigns forever.

Sec. 5. And be it further enacted, that if any person or persons shall destroy, break, damage or in any manner injure the rail way, ^{or Rail way or any part thereof of the said Rail Road,} or any of the ~~stations~~ ^{turnouts} or crossings, or shall aid, abet or counsel the doing of the same; or if any person or persons shall destroy, break, damage or in any manner injure ^{the level} or surface edges or sides of the said Road or any part thereof; or the embankments, culverts, bridges, bents, drains, ditches, fences, hedges or trees or any of them, of or belonging to the said Road; or shall aid, abet or counsel the doing of the same; or if any person or persons shall throw, put or place any obstruction in or upon the said Road or any part thereof or any obstacle or impediment in the way of any car, carriage vehicle, locomotive engine or machine going or being upon the said ^{Rail} Road; or shall aid, abet or counsel the doing of the same; or if any person or persons shall destroy, break, damage or in any manner injure the cars, carriages or other vehicles or any of them, or any locomotive engine or machine of the said Company

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or the buildings, or several landing places, or any of them, or any improvement, or improvements whatsoever of the said Company; or shall aid, abet or counsel the doing of the same; - all and every such person or persons, so offending shall be liable to indictment in the Court of General Quarter Sessions of the Peace and Good Delivery within New Castle County; and on conviction upon such indictment shall be fined in any sum not exceeding five thousand dollars, at the discretion of the Court; and shall be sentenced to pay the fine with all the costs; and such proceedings shall be had as in all other cases of indictable offences, shall be liable to the said New Castle and ^{Frenchtown} Turnpike and Rail Road company in a civil action for the injury sustained: and the form of such action shall be trespass vi et armis, in which treble damages and full costs of suit shall be recovered. But in no case shall both those remedies be had by the said New Castle and Frenchtown Turnpike and Rail Road company for one and the same offence or damage.

Passed at Dover
January 26th 1838

P. Spurgeon
Speaker of the Senate
Joshua Burton
Speaker of the House of Representatives

32. #
An act concerning
the New Castle ^{and} Frenchton
Turnpike and Rail-road
Company. —

1-26-1831

An Act to authorize the recording of the map of the Newcastle and Frenchtown Rail Road.

Whereas, by virtue of the first Section of an Act of the General Assembly, passed the twenty sixth day of January, one thousand eight hundred and thirty one, entitled "An Act concerning the Newcastle and Frenchtown Turnpike and Rail Road Company," a map designating the route and location of the Newcastle and Frenchtown Rail Road, and specifying the lands of the respective owners or holders through, or upon which, the said Rail Road was located, was made by William L. Kitchie, formerly the Engineer in Chief of the said Newcastle and Frenchtown Turnpike and Rail Road Company; And whereas on the seventh day of February, one thousand eight hundred and thirty eight, the said map was verified by the oath of the said Engineer in Chief, and by the certificate of the President of the said Company; And whereas it is expedient that the said map be deposited in the office for the recording of deeds in Newcastle County,

Section 1. Therefore be it enacted by the Senate and House of Representatives of the State of Delaware, in General Assembly met: That the said map verified in manner aforesaid may, within twelve calendar months from the time of passing this Act, be deposited in the said office in Newcastle County, by the President and Secretary of the said Company, in the form of an atlas, or in some other convenient form. And an entry shall be made therein and signed by the Recorder of the same being so deposited; for which he shall be paid by the said Company, the sum of one dollar. And the said map so deposited, shall be a matter of record; and the same, or an office copy thereof, shall be deemed and received as sufficient evidence in all Courts within this State.

Passed at Dover
February 7th 1849.

William H. Morris
Speaker of the Senate
Geo. Thomas Strother
of the House of Representatives

Pub. 66260333 Feb. 1849

An Act to authorize the re-
-cording of the map of the
Newcastle and Stranmillis
Rail Road.

An Act to authorize the New Castle and Frenchtown Turnpike Company, heretofore incorporated by the name of the President, Managers and Company of the New Castle and Frenchtown Turnpike to make a Rail road from the place called and known by the name of Blacks Corner in the County of Newcastle in this State as far as the Maryland line, in a direction towards Frenchtown on Elk River.

Whereas the General Assembly of Maryland by an act passed the _____ day of _____ in the year of our Lord one thousand eight hundred and twenty ~~eight~~^{seven} entitled an Act to authorize the New Castle and Frenchtown Turnpike Company to make a Rail road from Frenchtown on Elk River to the Delaware line in a direction towards Newcastle did by the ninth Section of the same Act, enact, that the same Act should not take effect until the Legislature of Delaware pass an Act similar in all its provisions to the aforesaid Act.

And Whereas it is expedient, that this General Assembly enact a law similar in its provisions with the said Act of the General Assembly ^{of Maryland} to make a Rail Road from the ^{place} called Blacks Corner to the Maryland line where it is intersected by the said Turnpike Road.

Section 1. Be it enacted by the Senate and House of Representatives of the State of Delaware in General Assembly met, That the President and Managers of the Company Incorporated by the name style and title of the President, Managers and Company of the New Castle and Frenchtown Turnpike

Company or a majority of them, be and they are hereby authorized
and required to call a meeting of the stockholders of the said com-
pany at such time and place as they may deem convenient, af-
ter giving at least three weeks notice of such time and place and
the object of the meeting in one newspaper published in the
County of Hamilton one in the City of Baltimore and
one in the State of Delaware, at which meeting the holders of the
major part in amount of the stock of the said company attending
in person or by proxy shall be competent to decide whether or
not the Capital stock of the said company shall be increased
for the purpose of increasing and constituting a stock fund
from the place called Bank Corner, towards the purchase
to the Maryland line where it is intersected by the said
turnpike road, in the manner and on the terms here-
in set forth, and if at such meeting it shall be de-
cided by the said stockholders to increase the stock of the
said stockholders and managers shall provide for opening a
book to receive subscriptions for such increase to the Ca-
pital stock of the said company in shares of twenty five dollars
each of such time and place and on such notice and terms of
payment as a majority of the said stockholders and managers shall
deem proper, and the said book shall be continued open until so
many shares shall be subscribed as shall amount to the sum of
thousands of dollars, or such greater sum as shall be sufficient
to complete the said hereby authorized, and on such amounting
thereof, the said stockholders and managers may proceed to in-
crease the same.

require and enforce the payment of the stock so subscribed, agreeably
 to the terms of subscription, in the manner authorized by the ori-
 ginal act of incorporation subject at all times to the newly formed
 day of January in the year of our first one thousand eight
 hundred and thirty nine, the benefit of which shall be hereby reserved
 and re-enacted and make a part of this act in that purpose;
 and after the payment of five dollars per share on the stock
 so subscribed, each subscriber shall be entitled to the right
 and privilege of a shareholder of the said company and
 to vote at elections, and other meetings of the stockholders
 in complying from time to time with the terms of pay-
 ment as required by the president and managers.
 Section 2. There shall be inserted that when ^{the} amount of
 increase shall be subscribed and five dollars per share
 paid thereon as above provided, the corporate name of the said
 company shall be and the same shall be changed and al-
 tered to the "New Castle and Frenchtown Turnpike and Road
 and Company," and by that new corporate name the former
 of the original as well as of the increase, stock and hereby
 incorporated and that subject to all the rights and privileges
 of a corporation, and be entitled to all the property, rights and
 privileges and to exercise all the powers granted to and
 vested in the President, Managers and Company and En-
 corporation herein first above mentioned by the charter aforesaid
 or by any alteration of that state and all powers granted by the
 act, and the said corporation by the said new name shall be

and the said directors, and the said company, shall be bound to give and publish in all the public offices and
copies and papers of and enter in all the public offices and
copies of the first of the said company, and may make and
have thereof, and may sue and be sued and may make and
use a corporate or common seal and the same may break
after and renew, and ~~may~~ do all other acts which corporate
bodies may lawfully do, and shall be answerable and
bound for all existing contracts and claims whatsoever, in
the same manner as if the said corporate name had not been
changed: And he is enacted, that the said directors and man-
agers, within thirty days after the execution hereof, shall be sub-
scribed and give certain parts in each of these several places
printed a day and place of which three weeks before that
be given as aforesaid, for the shareholders in the said com-
pany and themselves, to be sent to the said company to
meet for the purpose of choosing seven of the shareholders to
be managers the affairs of the said company of which seven the
said directors and managers or any three or two of them shall be
managers, and at each election, and at all future elections by and
meetings of the said shareholders in each company each share
of stock shall entitle the holder to one vote: provided however
that no person shall have more than twenty-five votes at any
election or in determining any question arising at such or any
other meeting, whatever number of shares such person may be en-
titled to. And the directors elected at such meeting, and their
successors to be elected annually by the shareholders in accordance

or a majority of them shall have power, and they are hereby authorized to elect a President, who may or may not be a Stockholder, and appoint and employ all such other officers, Agents, Servants, Labourers and other persons as they shall deem necessary in the exercise of the power, and performance of the duties hereby vested in and required of them, and fix the salary or other compensation to be paid or allowed to every person so elected, appointed or employed, and in their discretion to remove or dismiss all or any of the said persons, to make all contracts and agreements, necessary for the performance of any work, or purchase of any article which they deem advisable, to fix the time and place, and direct notice of the annual election of Directors and other meetings of the Stockholders, and the same from time to time to change, to appoint Judges of all Elections, to fill up all vacancies which shall occur in their own Body, and to pass such By-laws as shall be necessary for the full and beneficial exercise of all the powers which are or shall be vested in them, and such By-laws from time to time to alter and repeal, Provided that such By-laws shall not be contrary to the Laws of this State or of the United States.

Section 4. And be it enacted, that the Directors aforesaid when elected shall be vested with full power to locate and construct a Rail Road from the place called Black's Corner aforesaid, towards Frenchtown,

the Maryland line where it is interposed by the said Com-
plicit Bank, with so many tracks as they shall think necessary
either on the bed of the Dumpsike Bank authorized to be laid
out by the original charter above mentioned, or varying
therefrom in whole or in part as the same hereinafter &
convenient construction of the said said Bank may re-
quire; and whenever it shall be necessary to locate any
part of said said Bank over or on any other ground, that
the bed of the said Dumpsike Bank, the said District
may either obtain the right to make such location by
contract with the owner of such ground or in the manner
authorized by the existing acts of incorporation of the said
Dumpsike Company, and in locating and constructing the
said said Bank and preserving, repairing and protecting the
same from injury the said District shall be entitled to re-
ceive all the profits and authority vested by the aforesaid acts
of incorporation in the said District, Managers and Company, in
the said acts mentioned so far as they are not inconsistent
with the provision of this act.

Section 5. And be it enacted, that it shall be the duty
of the said Board of Commissioners to keep open and in good repair
at least thirty feet in breadth of the Dumpsike Bank
separated from the said Bank, to be used by the said District
for the same purposes as are set forth in the said
acts mentioned and allowed by the acts aforesaid.

heretofore mentioned! And whenever in the construction of the Rail Road authorized by this Act, it shall be necessary to cross or intersect any established road or way it shall be the duty of the Directors of the said Company, so to construct the said Rail Road across such established Road or way as not to impede the passage or transportation of persons or property along the same, or where it shall be necessary to pass through the land of any Individual it shall also be the duty of the said Directors to provide for such Individual proper waggon across said Rail Road, and if any Road shall be hereafter authorized by the Legislature or Courts of this State the direction of which shall lead across the Rail Road hereby authorized it shall be the duty of the Company in this Act mentioned so to construct or alter that part of the Rail Road, as shall permit the passage of any Road hereafter to be allowed by the Legislature or Courts of this State at the expence of the County or person opening the same.

Section 6. And be it enacted, That the said Directors may procure and use on any Rail Road which shall be constructed by them in virtue of this Act all Machines, waggons, Carriages and other vehicles which they may deem proper or necessary for the purposes of transportation on said ~~Road~~ Road, and they shall have power to charge and receive as tolls for using the said Road not exceeding three cents per ton per mile, for the transportation of passengers, not

more than twenty-five cents each, for the whole distance

including customary baggage not exceeding one hundred
pounds weight for each, for transporting the whole distance
any trunk, box, case, basket or package not being the
baggage or part of the baggage of a passenger and not
exceeding one hundred pounds weight-three and a
half cents, and it shall not be lawful for any other com-
pany or any person or persons whatsoever, to have upon or
use any part of the said said roads or to transport persons
or property of any description thereon without the payment
of the rates by this section required, and every applicant
for and suitable carriage for traveling and paying ex-
tra said said roads: provided however, and be it enacted that
this section shall not be so construed as to prevent all or any
persons or companies from making or procuring all such
carriage, carriages and other vehicles proper or necessary
for the purpose of transportation on said said roads.
Section 17, that be it enacted, that it shall not be
lawful for any other company and individual
company or company or either to form junctions with
said said or roads at any part or parts of the said said
with the same roads.

Section 18, and be it enacted, that the shares of the capital
of the said company, both original and renewed
shall be deemed and considered, performed and done
the Director that from and after the first day

from both the Turnpike and Rail Road, except what they may deem necessary to reserve for repairs, among all the Stockholders in proportion to the amount of Stock held by them respectively, and they shall cause a notice of such dividend to be published in one Newspaper in Wilmington, one in Baltimore and one in Elkton Maryland, and shall annually report the same to the Legislatures of Delaware and Maryland

Section 9. And be it enacted, That unless said Rail Road is commenced within two years from the passage of this Act and finished within five years thereafter, this Act, and all the rights and privileges which it confers upon said Company shall cease and be utterly void.

Section 10. And be it enacted, That the State hereby reserves the right to alter or abolish said Charter at any time after the period of twenty ^{years} from the completion of said Road on providing that such compensation shall be made to the Stockholders as the Legislature shall deem reasonable—

Provided always nevertheless, and be it enacted, That unless the said Turnpike Company and the Company to be incorporated by virtue of this Act, and the said Act of the Legislature of the State of Maryland shall and do within said term of two years lay out make continue and extend the said Turnpike Road and the said Rail Road so as aforesaid authorized to be constructed and made, in a direct course or route, or as nearly so as the existing improvements and nature

of the grounds will admit, to low water mark of Elk River in the State of Maryland, and erect or cause to be erected a commodious and sufficient wharf and public landing at deep water in the said Elk River to be connected with the said Turnpike Road and the said Rail Road. That then, and in such case of failure to comply herewith, this act shall be, and hereby is declared to be, void and of no effect.

Section 11. And be it enacted, That the State hereby reserves the power of levying such tax as may be expedient upon so much of the Capital Stock of the said Company as may be actually paid in, not exceeding one half of one per centum per annum.

Section 12. And be it enacted, That this Act shall not take effect until the Legislature of Maryland pass an Act similar in all its provisions to this act, or until said Legislature shall by necessary enactments, make an act entitled "An Act to authorize the Newcastle and Frenchtown Turnpike Company to make a Rail Road from Frenchtown on Elk River to the Delaware line in a direction towards Newcastle" passed by that Legislature December Session 1827, to conform in all its provisions to this Act.

Passed at Dover

February 7, 1829.

William Th. Morris
Speaker of the House
of Representatives
P. Spruance
Speaker of the Senate

An Act

to authorize the Newcastle and Frenchtown Turnpike Company heretofore incorporated by the name of the President Managers and Company of the Newcastle and Frenchtown Turnpike to make a Rail Road from the place called and known by the name of Clarks Corner in the County of Newcastle in this State as far as the Maryland line in a direction towards Frenchtown on Elk River.

Feb. 7. 1829.

The act concerning the New Route and Frenchtown Turnpike and
Rail Road Company.

dictum. But it must be the final and true representation of the
State of Delaware in General Assembly, not that the present
route or location of the New Route and Frenchtown Turnpike
Road, as surveyed and laid out by the Congress of the
New Route and Frenchtown Turnpike and Rail Road
Company, and adopted by the Directors of the said
Company, commencing at a point on the River Del-
aware within the town of New Route and thence
extending to the waters of the Rye River, at or
near Frenchtown in the State of Maryland, in
a course as direct as the nature of the ground
over which it passes, will admit, be what the
same is hereby confirmed and established, as the
higher route and location of the said Rail Road.
That the said New Route and Frenchtown Turnpike
and Rail Road Company are hereby authorized to
construct, build, hold and use the same with all the
rights, franchises and powers vested in the said
Company by this or any other law or laws of this
State. And the Directors of the said Company are
hereby authorized to execute as soon as it shall
meetly may be done accurate maps of the
said Rail Road, as surveyed, laid out and located
as aforesaid, to be made by the Congress in

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Chief, for the time being, of the said Company, or under his immediate superintendance; which said maps besides designating the route and location of the said Rail Road, shall also specify the lands of the several and respective owners and holders, through, over and upon which, the said Rail Road is located and will pass; and the contents of such lands respectively within the boundaries of the said Rail Road. And the said maps shall be verified by the certificate and signatures of the Directors of the said Company, or a majority of them, and the Engineer in Chief, for the time being; and shall be further verified by the oath or affirmation of the said Engineer in Chief, that the said maps accurately represent and designate according to the best of his skill and judgment the route and location of the said New Castle and Frenchtown Rail Road, and the lands of the several and respective owners and holders with the contents thereof, within the boundaries of the said Rail Road: which oath or affirmation shall be administered by any Judge or Justice of the Peace. And the said maps, so verified in manner and form aforesaid, shall be deposited in the form of an atlas in the office for recording of deeds in New Castle County.

and, an entry shall be made therein and signed by the Recorder of the same being so deposited; and for so doing he shall be paid by the said Company the sum of one dollar. And the said Maps so deposited shall be a matter of record; and the same or an office copy thereof, shall be deemed, taken and received as sufficient evidence, in all courts of Law and Equity, within this State.

Sec. 2. And be it further enacted, that it is and shall be lawful for the said New Castle and Frenchtown Turnpike and Rail Road Company by their Engineers, artists, Superintendants, Contractors, workmen and labourers with their instruments implements, carts, waggons and other carriages, and beasts of draught or burden, to enter upon and occupy the lands within the boundaries of the said Rail Road, for the purpose of making, constructing and perfecting the same and all the necessary works thereto belonging: Provided always that the said New Castle and Frenchtown Turnpike and Rail Road Company shall be liable to pay to the several and respective owners of lands within the boundaries of the said Rail Road a fair and reasonable compensation (if compensation be demanded) for the damages sustained by reason of taking such lands for the location and use of the

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Said Rail Road; such damages to be ascertained or ascertained in the manner hereinafter mentioned.

Sec. 3. And be it further enacted, That in all cases where the damages (if any) sustained by any owner or owners of lands within the boundaries of the Said Rail Road by reason of taking such lands for the location and use of the said Rail Road, have not been, or because of disagreement cannot be ascertained by private contract between such owner or owners and the New Castle and Frenchtown Turnpike and Rail Road Company; or in case the owner or owners of any such lands, be out of the state; or be under the disability of infancy, coverture or incompetency of mind; or be otherwise incapacitated or unable to make such contract aforesaid, or to convey lands, then and in each and every such case, it shall and may be lawful for the said New Castle and Frenchtown Turnpike and Rail Road Company, or for the owner or owners of any such lands who have ^{made} no such private contract as aforesaid to make application to the Court of Common Pleas for the County of New Castle in term time, or to the Chief Justice of the said Court, in vacation, first giving at least five days notice of making such application to the opposite party: But notice to such party if out of the state, or under any of the disabilities aforesaid shall not be required of the said Company. And the said

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Court or Chief Justice, is hereby authorized and required to nominate and appoint five fit and impartial freeholders of Newcastle County, to view the premises and assess the damages (if any) sustained by the reason aforesaid. And it shall be the duty of the party upon whose application the said freeholders are appointed, to give five days notice to the opposite party of the time and place of meeting of the said freeholders. And it shall be a sufficient service of such notice upon the said company or of any other notice required by this act, to deliver a copy thereof to the President and Secretary personally - or to leave a copy at the dwelling house of each of them: And such notice from or on behalf of the said company or any other notice required by this act, from or on behalf of the said company may be served by the delivery of a copy thereof to the owner or owners of such lands, or leaving a copy at their respective dwelling houses: But in case such owner or owners are out of the State, or under any of the aforesaid disabilities it shall be a sufficient service of notice of the time and place of meeting of the said freeholders to leave a copy thereof at the dwelling house, or some conspicuous place, on the land, through which the said Rail Road is located. And each of the said freeholders before he proceeds to perform the duties required of him by this act, shall take an oath or affirmation that he will faithfully and impartially according to the true intent and meaning of this act, and to the best of his

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skill and judgment, estimate and assess the damages (if any) sustained by such owner or owners of lands within the boundaries of said Rail Roads by reason of taking such lands for the location and use of said Rail Roads, which said oath or affirmation the said freeholders shall severally have authority to administer to each other. And the said freeholders shall proceed to view the premises; and in assessing damages shall take into consideration the advantages derived from the said Rail Roads passing through the lands of such owner or owners; and having estimated and ascertained the damages, shall make a report under their hands and seals, or the hands and seals of a majority of them, describing the lands and stating the amount of damages (if any) which such owner or owners have sustained or will sustain by reason of taking such lands for the location and use of the said Rail Roads and vesting the same in the said Company. Which said report shall be forthwith returned to the office of the Prothonotary of the said County, and judgment of Confirmation shall be entered by the said Court, unless good and sufficient cause be shown to the contrary, in which case the said Court in their discretion may refer the matter back to the same freeholders, ^{or a sufficient other Freeholders.} to proceed in manner aforesaid and assess the damages if any be sustained. And when judgment of Confirmation upon any report made as aforesaid pursuant to this act shall be entered by the said Court then the said New

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Castle and Frenchtown Turnpike and Rail Road Company, paying to such owner or owners aforesaid, the damages ascertained in such report aforesaid, or bringing the same into Court for the use of such owner or owners, and paying the costs of the said proceedings, shall have and hold to them and their successors and assigns forever all and every the lands described in such report as fully and effectually as if the same had been well and sufficiently granted to them by the several and respective owners thereof, by any legal and perfect mode of conveyance or assurance whatsoever. And each freeholder appointed as aforesaid, shall receive for every day's attendance in the performance of the duties hereby required of him (if regular return be duly made) the sum of one dollar; and the Prothonotary shall receive such fees as are given to him by law for like services.

Sec. 4. And whereas in many cases the said New Castle and Frenchtown Turnpike and Rail Road Company are entitled by gift, or private contract, to deeds of conveyance for lands through which the said Rail Road is located, and in other cases by the award of arbitrators amicably chosen deeds of conveyance are to be executed to the said Company their successors ~~and~~ assigns for certain other lands through which the said Rail Road is located: And whereas the drafting, execution, proof, acknowledgment and recording of so many deeds for so many small parcels of land will be attended with great trouble, difficulty, delay and expense. Be it therefore further enacted, that in each and every such case it shall and may be lawful for the said New Castle

and Frenchtown Turnpike and Rail Road Company and they are hereby authorized instead of such deed or deeds of conveyance as aforesaid, to obtain from the party so contracting or required by any award to make such deed or deeds, a certificate to be made and executed under the hand and seal of such party in the presence of and attested by the Chancellor or any Judge or Justice of the Peace of this State: which said certificate shall contain an acknowledgment of the receipt from the said Company of the consideration money (if any) or of the damages awarded to such party (if any) and shall also contain a description of the lands of the said party within the boundaries of the said Rail Road, with a declaration that the said party conveys all his or her right and title to the said lands so described unto the said Company and their successors and assigns forever. And the said certificate when so executed shall vest in the said Company and their successors and assigns forever all the estate, right title and interest of the party or parties (making it in and to the lands therein described as fully and effectually as if the same were well and sufficiently granted by such party or parties by any perfect and legal mode of conveyance or assurance whatsoever. And it shall be the duty of the Recorder of deeds for New Castle County to record such certificates so executed and attested for which he shall receive such fees as are given to him by law for the like services. And the record of said

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certificated or an office copy thereof shall be sufficient evidence in all courts of law and equity within this State. And the said Rail Road so located as aforesaid and all the property, rights, powers, and privileges granted to the said New Castle and Frenchtown Turnpike and Rail Road Company by this or any other law or laws of this State, shall be and are hereby vested in the said Company, their successors and assigns forever.

Sec. 5. And be it further enacted, that if any person or persons shall destroy, break, damage or in any manner injure the rail way, ^{or Rail way or any part thereof of the said Rail Road,} or any of the switches, turnouts or crossings, or shall aid, abet or counsel the doing of the same; or if any person or persons shall destroy, break, damage or in any manner injure ^{the level} or surface edges or sides of the said Road or any part thereof; or the embankments, culverts, bridges, booms, drains, ditches, fences, hedges or trees or any of them, of or belonging to the said Road; or shall aid abet or counsel the doing of the same; or if any person or persons shall throw, put or place any obstruction in or upon the said Road or any part thereof or any obstacle or impediment in the way of any car, carriage vehicle, locomotive engine or machine going or being upon the said ^{Rail} Road; or shall aid, abet or counsel the doing of the same; or if any person or persons shall destroy, break, damage or in any manner injure the cars, carriages or other vehicles or any of them, or any locomotive engine or machine of the said Company

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or the buildings, wharves, landing places, or any of them
or any improvement or improvements whatsoever of the
said Company; or shall aid, abet or counsel the doing
of the same; - all and every such person or persons, so
offending shall be liable to indictment in the Court of
General Quarter Sessions of the Peace and Goal Delivery within
New Castle County; and on conviction upon such
indictment shall be fined in any sum not exceeding
five thousand dollars, at the discretion of the Court; and
shall be sentenced to pay the fine with all the costs;
and such proceedings shall be had as in all other
cases of indictable offences, shall be liable to the
said New Castle and ^{Frenchtown} Turnpike and Rail Road company
in a civil action for the injury sustained: and the form
of such action shall be trespass vi et armis, in
which treble damages and full costs of suit shall
be recovered. But in no case shall both those reme-
dies be had by the said New Castle and Frenchtown
Turnpike and Rail Road company for one and the same
offence or damage.

Passed at Dover
January 26th 1835

P. Spurgeon
Speaker of the Senate
Jacobus Beaton
Speaker of the House of Representatives

32. #
An act concerning
the New Castle ^{and} Frenchtown
Turnpike and Rail-road
Company. —

1-26-1831

REPORT

Of Committee of Senate, on Rail Road Memorials.

The Committee to whom were referred the respective memorials of Samuel M. Felton, President of the Philadelphia, Wilmington and Baltimore Rail Road Company, and Samuel M. Harrington, President of the Delaware Rail Road Company, beg leave to report:—

That they have had under consideration, the respective memorials submitted to them, protesting against the grant of any charters to rail road companies that might conflict with the interest of the companies above named and charging that the establishment of any rival line under the authority of the General Assembly, would be a violation of the pledged faith of the State.

Your committee have no disposition to undervalue the advantages accruing to the community from the construction and operation of the rail roads now in existence, and particularly the benefits present and prospective to be derived from the Delaware Rail Road. They believe that no act of the General Assembly ought to be enacted which would wantonly and unnecessarily interfere with it by the creation of rival roads, or cripple its energies by the incorporation of other companies, the mere existence of whose charters would operate disadvantageously to the credit of the corporation. In this view your committee believe the whole General Assembly concurs—and on the basis of this acknowledged good feeling the Delaware Railroad Company ought to rest in security, finding in it the best guaranty of exemption from legislative interference.

There are, however, in the memorials, assertions as of fact and conclusions by way of inference, from premises not to be granted, with which your committee cannot agree.

It is affirmed, particularly in the memorial of the Philadelphia, Wilmington and Baltimore Rail Road Company, that roads have been projected and passed through one branch of this Legislature, in direct violation of the solemn contract to which the State was a party and which alone induced that company to furnish aid in constructing and operating the Delaware Railroad.

Although this assertion can have no reference to that branch of the General Assembly to which your committee belongs, they cannot in justice to the House of Representatives, refrain from the expression of their opinion that it is unwarranted in fact and derogatory to the character of a co-ordinate branch of the General Assembly.

What were the private views of the Philadelphia, Wilmington and Baltimore Railroad, or what motive of interest impelled her in furnishing this assistance, your committee have no personal knowledge, and like other citizens can only judge from the circumstances apparent at the time that the contract and agreement for aid was entered into between the two companies.

That the impelling cause which induced that company to subscribe to the stock and guarantee the bonds of the Delaware Railroad was merely disinterested, it is presumed that no one will imagine. Such refined benevolence seldom dwells in the individual heart, and much less is it to be found in the constitution of corporate associations.

Your committee do not think it very difficult to discover the motive which prompted the alliance between the two companies—an alliance mutually beneficial and which, properly regulated, will not only redound to the advantage of the corporations, parties to the agreement, but also in an eminent degree to the citizens of the State. The State of Delaware, from her location on the great thoroughfare of travel between the North and South, holds the keys which open the doors of intercommunication by the shortest and most practicable routes. One of these keys was held by the Philadelphia, Wilmington and Baltimore Railroad, under the grant of the Legislature. The Delaware Railroad Company, chartered originally in advance of the Wilmington company, after having remained for a long time inoperative, became vitalized by the energy of certain prominent citizens of this State, and under a charter authorizing them to run from Dover to the Nanticoke, commenced operations and threatened to become a rival to the upper road. The Delaware Railroad was ever a favorite project with the Legislature and the people of this State. Sensible of the advantages to be derived from this great work of internal improvement, they were disposed to view its operations with favor, and though unable to contribute money, to any great extent, for its construction, they were and are still determined to protect it from unnecessary and injurious competition. The parties stood in this position, the Delaware Railroad wanted money—the Philadelphia, Wilmington and Baltimore Railroad wanted friends and a status in the Legislature. Fearful that the Delaware Railroad might form a junction or connexion with some other company and thus be an efficient rival in competing for the Southern travel and transportation, they determined to effect a union, so as to make their interests identical. For this purpose application was made to the Legislature and authority was granted by the acts of February 24th and 28th, 1853, to extend the Delaware Railroad so as to unite with the New Castle and Frenchtown Railroad, upon such terms and conditions as should be agreed upon between the two companies, and authorizing the Philadelphia, Wilmington and Baltimore Railroad Company to guarantee the bonds and hold stock in the Delaware Railroad Company, and to contract for the construction, equipment, maintenance and operation of the Delaware Railroad, on such terms and conditions as should be mutually agreed upon between the two companies, provided that such agreement should be approved by the stockholders of the Delaware Railroad Company.

In pursuance of the authority contained in these two acts, a union was effected between the two companies and each derived the advantage contemplated by the projectors—the Delaware Railroad was built and the Wilmington road converted a rival into a partner.

These acts thus passed upon the application and for the private advantage of these corporations, have been appealed to as constituting a contract between the State of Delaware and one or both the companies. Your committee have looked in vain for any of the elements entering into the constitution of a contract. The only act in which the State participated, was the act giving the respective corporations power to contract *with one another*. It would seem to your committee that no reasonable person ought to imagine that anything is contained in either of the acts referred to, which could in any degree bind the State, either in a legal or moral point of view, any further than she would have been bound had neither of the acts been passed. Your committee believe that whenever an act of incorporation is passed, there is a duty imposed on the Legislature not to interfere wantonly or for the mere purpose of producing embarrassment to the corporation, nor without producing by their act, a degree of benefit to the citizens of the State greater than the damage which they inflict upon a company already established. To this extent they cheerfully accord their assent. But your committee would also have it remembered, that the Legislature is the guardian of the public weal—intrusted with great powers for the benefit of a common citizenship, and whensoever it is discovered that there is an interest greater and more beneficial than that developed by any existing corporation, they are bound to grant all the means in their power necessary to its development.

Upon this principle the Legislature acted in response to the request to revive the privileges, and extend the franchises of the Delaware Rail Road. They did not inquire of the Philadelphia Wilmington and Baltimore Rail Road Company, whether it would be agreeable to them, that a rival should be created which would jeopard their interests, they only looked to the interests of the State, and believing that it was more important to their constituents, they revived and conferred upon it additional privileges without hesitation. From no quarter was then heard the extravagant doctrine that the Legislature ought not to countenance the Delaware Rail Road, through fear of damaging an existing corporation, nor if it had been heard, would it have been heeded. The Legislature then, as now, perfectly understood their powers, and acted upon the only sound and legitimate principle—the advancement of the public good.

Of the exigency upon which their action is invoked, each Legislature must judge for itself and while each will scrupulously avoid interfering with any contract to which the State is a party, no consideration of mere damage which can result to a corporation by the creation of a rival, productive of greater advantage to the community or of any compact or agreement which has been entered into between two or more companies, and to which they alone are parties, can or ought to prevent its incorporation. Establish the doctrine for which the memorial contends, and there is an end of future improvement. No company can be chartered without interfering with the business of some existing body politic. As well might the proprietors of Stage coaches complain of Steamboats, or the owners of Steamboats condemn the fostering of rail roads. Progression ordinarily implies the substitution of new modes of operation, and new modes, the supplanting and abandonment of the old. In all these there is damage to the present proprietors, but damage without injury. The community cannot forego the advantage of the improvement, though individuals should pecuniarily suffer. Nor does it affect the result that the individuals may have chosen to draw conclusions for themselves as to the probable action of the Legislature in view of the importance or popularity of a public measure. Should they be mistaken in attaching to it too great consequence, it is their misfortune, but it cannot prevent the requirements of public necessity from having their just weight. Still less does it justify them in the use of contumelious expressions or in charging that as bad faith, which perhaps is the result of their own imprudence.

Your committee forbear to comment upon the position in which one of the companies placed itself, by applying to this Legislature for further assistance in order to complete its construction. They have no desire to do anything or to say anything by way of recrimination. They are, and desire to be friendly to all the corporations which exist by act of the General Assembly of this State. They desire to cherish and advance their interests in every justifiable manner—they are willing to extend all the aid which they can give consistently with their duty to their constituents, but they cannot consent to surrender the high trust with which they have been invested, nor to be made parties to a contract without their consent. They are unwilling to recognize the fact that the Legislature of Delaware has divested itself of the Legislative power of the State to an extent which would prevent it from incorporating any company that it might deem subservient to the interests of the people, and they are still more unwilling to believe that the high prerogative of making contracts for the State has ever been entrusted to any corporation, even though that corporation should be the Delaware Rail Road Company.

ARCHIBALD ARMSTRONG,
SEWELL C. BIGGS,
JOHN A. HAZZARD,
WILLIAM COLLINS,
MOSES HARRINGTON.

Cpt of B. V. Manning II
March 1972
Bu. 1 Ref. # 287

Office of the Delaware Railroad Company, }

Dover, April 7th, 1855. }

Below is a copy of a report made to the President and Directors of the Delaware Railroad Company, by the Commissioners appointed to assess damages in Kent county, the original whereof is on file in the office of said Company.

J. F. ALLEE,

Secretary and Treasurer.

REPORT.

To the President and Directors of the Delaware Railroad Company:

We, the subscribers, Commissioners appointed under Section 2 of the Act entitled "A supplement to the act entitled 'An Act to incorporate the Delaware Railroad Company,'" passed February 22, 1849, being notified by the said Company, did go upon the lands in Kent county, and being first severally sworn or affirmed to assess the damages of such owners fairly and impartially, by reason of the said Company entering in and upon and occupying, for the purpose of making said Railroad, a portion of said lands upon which the said Road is located, taking into consideration all the benefits to be derived from or in consequence of the said Railroad to the said owners, and not being apprised of the law or the custom governing railroad companies in relation to fencing or the crossing of ditches and natural small streams of water, beg leave to report to said Company that our awards are based upon the principle that the Delaware Railroad Company will make and keep in repair a good and sufficient fence on each side of said road when the same passes through lands now under cultivation and enclosed at the time of making the said Road, and that the said Company will not obstruct, stop up, or hinder the free passage of water in any ditches or small streams where the same may be necessary for the convenience of the land-owners through whose lands the same may run.

As given under our hands this 6th day of April, 1855.

JOHN MUSTARD,
WM. DU HAMEL,
GARRETT LUFF,
SAMUEL A. SHORT,
BENJAMIN THISTLEWOOD.

Office of the Delaware Railroad Commission
 Dover, April 7th 1853.

Below is a copy of a report made to the President and Directors of the Delaware Railroad Company, by the Commissioners appointed to inspect damages in Kent county, the original which is on file in the office of said Company.

J. T. ALLEN
 Secretary and Treasurer

REPORT

To the President and Directors of the Delaware Railroad Company:

We, the subscribers, Commissioners appointed under Section 2 of the Act entitled "A supplement to the act entitled 'An Act to incorporate the Delaware Railroad Company,'" passed February 22, 1849, being notified by the said Company, did go upon the lands in Kent county, and being first severally sworn or affirmed to assess the damages of such owners fairly and impartially, by reason of the said Company entering in and upon and occupying for the purpose of making said Railroad, a portion of said lands upon which the said Road is located, taking into consideration all the benefits to be derived from or in consequence of the said Railroad to the said owners, and not being apprised of the law or the custom governing railroad companies in relation to fencing or the crossing of ditches and natural small streams of water, do hereby report to said Company that our awards are based upon the principle that the Delaware Railroad Company will make and keep in repair a good and sufficient fence on each side of said road when the same passes through lands now under cultivation and enclosed at the time of making the said Road, and that the said Company will not obstruct, stop up, or hinder the free passage of water in any ditches or small streams where the same may be necessary for the convenience of the land-owners through whose lands the same may run.

As given under our hands this 6th day of April 1853.

JOHN MUSTARD
 WM DU HAMEL
 GARRETT LIFT
 SAMUEL A. SHORT
 BRADMAN THRELFORD

Gift of Mrs. G. U.
 Massey, Dover, Del.
 June 1972
 In'll Ref
 #287

Office of the Delaware Railroad Co.,

DOVER, March 20th, 1857.

At a meeting of the Board of Directors, held at Wilmington, on Thursday, the 19th instant, the following resolutions were *unanimously* adopted:

"Resolved, by the Board of Directors of the Delaware Railroad, That in view of the pressing necessities of the Company and the unfinished state of the road, we recommend to the Stockholders to appropriate the rent of the road for two years from January last, to the building of Depot and the finishing of the road; and that in lieu thereof, new stock at par be issued to the Stockholders.

"Resolved, That a meeting of the Stockholders be and hereby is called, to be holden at Dover, on THURSDAY, the 2d day of April, 1857, at noon, for the purpose of deciding upon the foregoing recommendation.

"Ordered, That the Secretary give notice of the meeting and its objects, by advertisement and circulars, to the Stockholders."

NOTICE THEREOF is hereby given.

Attest:

J. F. ALLEE,

Secretary and Treasurer.

You will be passed on the road Free of Charge, to and from the meeting, on presenting this Circular.

\$ 25.60
12.05
13.05

44.49 45-22.84
26.08
48.49 24.37
130

15
12
27

17.00
12.25
4.75

16
17

$$\begin{array}{r} 85 \\ 340 \\ 42 \\ 82 \\ \hline 22 \\ 54 \\ 54 \\ 54 \\ \hline 162 \\ 162 \\ \hline 324 \end{array}$$

26.12 109
 18 28 $\frac{1}{4}$ 12 $\frac{1}{2}$

$$\begin{array}{r} 594 \\ 75 \\ \hline 669 \\ 140 \\ \hline 809 \end{array}$$

$$\begin{array}{r} 4.60 \\ 2.60 \\ \hline 10.20 \end{array}$$

22.4 16.50/75

$$\begin{array}{r} 21.32 \\ \hline 4.82 \end{array}$$

10.0k Edward Knight 315.96
 16 124.92

$$\begin{array}{r} 32 \\ 9 \\ \hline 41 \end{array}$$
 372.88
 105 106
 9 45 See

41.91 4003 $\frac{1}{2}$

$$\begin{array}{r} 3282 \frac{1}{2} \\ \hline 41.09 \end{array}$$
 19.12 $\frac{1}{2}$

$$\begin{array}{r} 41.91 \\ \hline 41.91 \end{array}$$
 20.9

$$\begin{array}{r} 41.91 \\ \hline 41.91 \end{array}$$
 8/22

$$\begin{array}{r} 41.91 \\ \hline 41.91 \end{array}$$
 7.50

$$\begin{array}{r} 41.91 \\ \hline 41.91 \end{array}$$
 6.25

$$\begin{array}{r} 41.91 \\ \hline 41.91 \end{array}$$
 1.25

ON AND AFTER MONDAY, OCTOBER 5th, 186

Passenger Trains will run as follows, until further notice.

ALL TRAINS SUNDAYS EXCEPTED.

NORTH.

Leave Crisfield,	7.00	A. M.
" Marion,	7.40	
" Kingston,	8.05	
" Westover,	8.30	
" Princess Anne,	9.10	
" Eden,	9.40	
" Forktown,	10.00	
" SALISBURY,	10.30	
" Delmar,	10.45	
" Laurel,	11.05	
" SEAFORD,	11.30	
" Bridgeville,	11.50	
" Greenwood,	12.00	M.
" Farmington,	12.15	P. M.
" Harrington,	7.00	A. M. 12.35
" Felton,	7.15	12.50
" Plymouth,	7.20	1.00
" Canterbury,	7.20	1.00
" Willow Grove,	7.25	1.05
" Camden,	7.35	1.15
" DOVER,	7.50	1.30
" Moorton,	8.05	1.45
" Brenford,	8.10	1.55
" SMYRNA,	8.05	1.50
" Clayton,	8.20	2.05
" Sassafras R'd,	8.25	2.10
" Blackbird,	8.35	2.20
" Townsend,	8.40	2.30
" MIDDLETOWN,	9.00	2.45
" Mt. Pleasant,	9.10	2.55
" St. Georges,	9.25	3.10
" Bear,	9.35	3.25
" New Castle,	9.55	3.45
Arrive WILM.	10.15	4.05
" PHILA	11.45	5.40 P. M.
" BALTIMORE,	1.15 P.M.	8.10 P. M.

SOUTH.

Leave PHILA	8.30	A. M.	5.00	P. M.
" BALTIMORE,	7.25		2.25	
" WILM	10.10		6.25	
" New Castle,	10.30		6.45	
" Bear,	10.50		7.00	
" St. Georges,	11.00		7.15	
" Mt. Pleasant,	11.15		7.30	
" MIDDLETOWN,	11.35		7.50	
" Townsend,	11.45		8.00	
" Blackbird,	11.50		8.05	
" Sassafras,	12.00	M.	8.15	
" Clayton,	12.05	P. M.	8.20	
Arrive SMYRNA,	12.15		8.30	
Leave Brenford,	12.10		8.25	
" Moorton,	12.20		8.35	
" DOVER,	12.40		8.55	
" Camden,	12.50		9.05	
" Willow Grove,	1.05		9.15	
" Canterbury,	1.10		9.20	
" Pymouth,	1.10		9.20	
" Felton,	1.20		30	
" Harrington,	1.40		5 P. M.	
" Farmington,	1.55			
" Greenwood,	2.05			
" Bridgeville,	2.15			
" SEAFORD,	2.35			
" Laurel,	2.55			
" Delmar,	3.10			
" SALISBURY,	3.45			
" Forktown,	4.10			
" Eden,	4.30			
" Princess Anne,	5.15			
" Westover,	5.40			
" Kingston,	6.00			
" Marion,	6.20			
Arrive Crisfield,	6.45	P. M.		

Also, FREIGHT TRAINS with Passenger Car attached, will leave Wilmington about 4.00 A. M., New Castle, 4.50, Middletown, 6.40, Clayton, 7.30, Dover, 8.50, Camden, 9.10, Felton, 10.05, and be due at Harrington about 10.30 A. M. Returning, to leave Harrington about 3.20 P. M., Felton, 4.00 Camden, 5.05, Dover, 5.35, Moorton, 5.55, Clayton, 6.25, Middletown, 7.40, New Castle, 9.20, and be due at Wilmington, about 9.50 P. M. Subject to delays incident to Freight Business.

This Train will stop to take up Passengers only at Stations named, but will set down Passengers at any stopping place, except Hare's Corner, State Road, Del. Junction and Dupont.

NEW-CASTLE TRAINS---Leave New Castle for Wilmington and Philadelphia at 7.40 A. M. Leave Philadelphia 11.45 A. M., and Wilmington 1.00 P. M. for New Castle.

SMYRNA BRANCH TRAINS.---Additional to those above leave Smyrna for Clayton 11.45 A.M., and 8.10 P.M. Leave Clayton for Smyrna, 8.40 A.M. and 2.10 P.M. to make connection with trains to and from Dover, and Stations South.

STEAMBOAT TRAINS heretofore run are withdrawn. A Boat will, however, leave Crisfield for Norfolk, in connection with Local Train, on Tuesday, Thursday and Saturday Evenings.

E. Q. SEWALL, Sup't Del. R. R.

MORGAN T. GUM
FRANKFORD, DEL.

April 23, 1929

Hon. Henry C. Conrad
Archives Commission
Dover, Del.

My dear Friend:

I am handing to you a copy of
a map of surveys made about
1836 of the Delaware Railroad,
you may have it for your
archives.

With best wishes, I am,

very truly yours

Morgan T. Gum

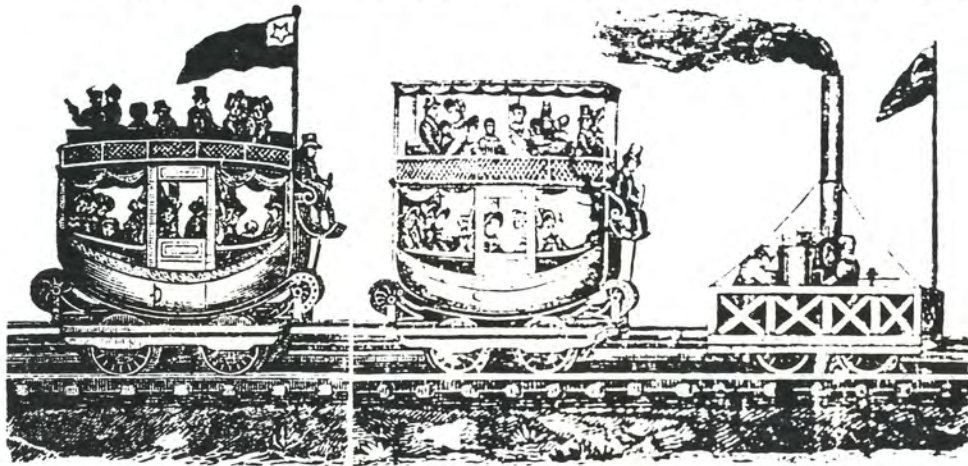
Plot found among the papers of Mw. A. Gum, decd.
and donated to the Public Archives Commission by his son
Morgan T. Gum of Frankford, Delaware, April 22, 1929

H. C. C.

*This map or plot is in map folio in the safe
241.*

*copy appears in "Report of the Commissioners of the Delaware
Railroad," 1837*

THE NEWCASTLE AND FRENCHTOWN



RAIL-ROAD.

Leon deValinger, Jr.

An Essay
on
THE NEW CASTLE-FRENCHTOWN RAILROAD

entered in competition
for
THE OLD HOME PRIZE

Leon deValinger, Jr.

Dover
The Bibliotheca Literaria Press
1995

THE NEW CASTLE-FRENCHTOWN RAILROAD

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The following essay, written 66 years ago by University of Delaware undergraduate Leon deValinger, Jr., as an entry for the 1929 Old Home Prize Competition, won first place and a \$25 cash award. As such, it marks a beginning point in the long and illustrious career of this man who later became both a noted historian and one of America's leading state archivists. Dr. deValinger (whose honorary doctorate was conferred upon him by his alma mater in 1964 in recognition of his many valuable achievements) later wrote, edited and compiled a number of important works, most dealing with the history and public records of his home state. This little essay, though, has long existed only as a single typescript copy in the University of Delaware Library's Special Collections.

To commemorate Dr. deValinger's 90th birthday on June 25, 1995, it is therefore deemed appropriate to issue a small souvenir printing, with minor emendations, of this early prize-winning work for the edification and pleasure of his closest friends. This printing, limited to fifty numbered copies, is illustrated by reproduction, through courtesy of the Historical Society of Delaware, of an 1833 handbill advertising the railroad.

This is Number 19 of fifty copies.

Nearly everyone is aware that Delaware has been first in many events of considerable importance in the history of the United States. Every schoolboy knows that we were the first to sign the Constitution, that Delaware men have been the first in battle, and that they are also the first in line at the Inauguration of the President. Besides that Delaware men have at various times taken the lead in the fields of Law, Statesmanship, Industry, Commerce, et cetera. But it seems that few people realize that Delaware enjoyed one of the first railroads in this country; in fact the very first one to use steam for transporting passengers.

In December of 1829 the Delaware Legislature gave authority to the New Castle and Frenchtown Turnpike Railroad Co. to operate a railroad under a capital stock of \$200,000. This railroad was to extend from New Castle on the Delaware to Frenchtown on the Elk River, a distance of about seventeen miles. As soon as the charter was obtained work was started and by 1831 the whole road was finished. It is hardly necessary to say that the rapidity of completion was due to the great interest in the project, for everyone interested in manufacturing, or commerce, as well as traveling realized that this was a great saving in time and money as this railroad was the connecting link between the fast packet lines which ran from Philadelphia to New Castle, then by rail to Frenchtown, from which passengers and freight were transferred to other packet steamers whose destination was Baltimore.

The roadway itself was well built for such an early attempt at this type of construction. The rails were not laid on wooden ties, as modern roads, but were placed upon blocks of stone about ten or twelve inches square. These stones had holes drilled in them, into which wooden plugs were inserted, and upon them were laid wooden rails about six inches square and about ten or twelve feet long. These were fastened to the stone by means of a piece of flat iron shaped like the letter L, which was fastened to the stone by a spike driven into the wooden plug through a hole in one extremity of the iron strap and another spike driven into a wooden rail through another hole at the other extremity. These stones were placed about three feet apart and each stone had two of these iron attachments on each side of the rail. Then strips of flat iron were spiked on top of the rails in order to give the engine traction and to keep the rails from splintering. It was soon found by these early railroad builders that something was needed to keep the rails from spreading, and it was soon discovered that the only way to remedy this was to use cross-ties, which extended from one rail to the other. Early in 1831 the whole seventeen miles of track was laid and hostleries were established at Bear and Glasgow, two stations on the road where horses were changed.

In the year 1833 railroading had reached such a height that it was thought advisable to rebuild with iron rails and use steam locomotives. So after careful consideration the iron rails were laid and a locomotive was ordered from England and sent to this country. There is a rather interesting story in connection with this first locomotive which, by the way, was called the "Delaware." This locomotive was sent from England knocked-down and a mechanic of New Castle was employed to place it in commission. This man set to work and built himself a shop and was very busy for a long time but the locomotive was not ready. This delay caused the trustees of the company some anxiety and at length they went to the shop and after gaining an entrance found that the fellow had painstakingly made a model of every piece before assembling it. This they stopped as it delayed completion of the road and consequently increased the cost of production. However, it is generally conceded that these patterns were the basis of the great locomotive works which later made New Castle famous for a number of years, especially as the "Delaware" was rebuilt the following year and renamed the "Phoenix." Furthermore, this company added another locomotive whose origin is obscured although it is generally believed that it was made in New Castle.

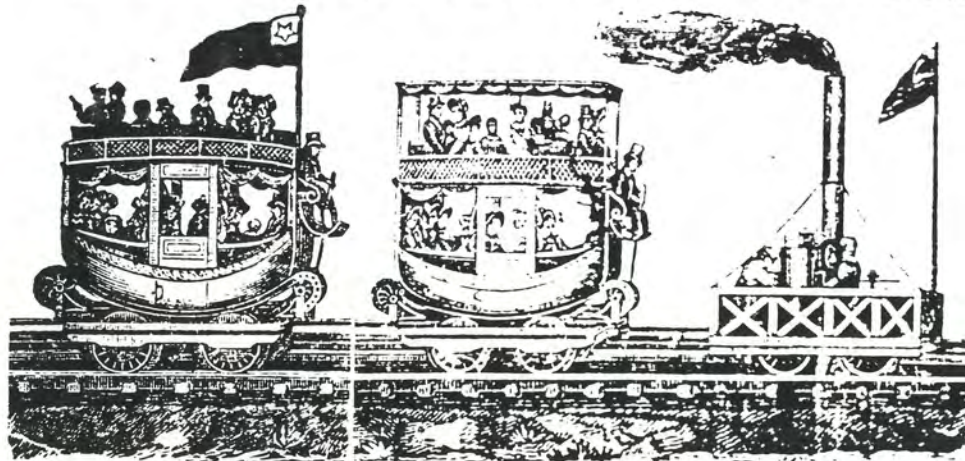
Finally, after these delays with the locomotive, and other trouble with the tracks were remedied, the train was ready to start on its trip. This was the first time in the history of the United States that passengers had been transported by a steam locomotive. On the first trip it took several days to make the trip from New Castle to Frenchtown, a distance of seventeen miles. The difficulty was that no provision had been made for carrying either fuel or water and as a result the train had to stop three or four times in every mile while the engineer chopped some fence rails obtained from farms along the way or else had to carry water from the springs and wells along the route to the ever-thirsty engine. Later these difficulties were remedied and trains were able to make the trip in about an hour. Anyone picking up a time table of any of the modern railroads reads that a train will leave or arrive at a specific time; not so with the early railroad whose time table stated that the train would leave New Castle when the packet steamer from Philadelphia arrived. It stated, furthermore, that there would be two trains each way a day and that the rates were: twenty-five cents per passenger for the whole trip; twelve and a half cents per hundred pounds for baggage; and that freight rates would not exceed three cents per ton per mile. It must have been quite picturesque, indeed, to see this engine without a cabin and fueled with pine logs come jolting uncertainly along the rickety iron rails, belching black smoke all the while and pulling after it four or five cars that looked more like stage coaches hooked together rather than railway cars.

The most unique and ingenious feature of this railway was its signal system. Along the route of the railroad there were six tall poles or masts of about twenty-five or thirty feet high and when the train started from either terminus the flagman at the next station and in sight of the moving train hoisted a white flag and the other signal stations along the road did the same thing.

This white flag indicated that the train had started and might be expected to arrive at its destination on time if it did not have to stop for fuel or wait until a section of the track was repaired. If the train did not get started because of locomotive trouble or for any other reason, a black flag was hoisted. Besides this, signals of distress as well as all sorts of messages could be transmitted over the whole system in about two minutes by changing the different flag combinations. Night travel was avoided whenever possible but in case it was necessary colored lanterns were substituted for the flags. At New Castle, instead of flags, wooden rims about the size of small barrel hoops were covered with white, black, and other colored cloths and were hoisted on the Court House steeple, from where they could be seen at a great distance. After the train had passed and the signals had been attended to it was the duty of each signal operator to go along the track and fasten down the metal strips on the top of the wooden-sills because the spikes nearest the ends of these bars would get loose sometimes, and the iron bars had an ugly habit of curling up and often thrusting themselves through the bottom of the car or more often derailing the rear car.

So when we commend the early empire builder who are, in a measure, responsible for the excellent rail transportation of today it is only proper that we should pause long enough to give those early Delawareans some of the credit due them.

NEWCASTLE AND FRENCHTOWN



RAIL-ROAD.

PASSENGER CARS,

PROPELLED BY A LOCOMOTIVE ENGINE,

Leaves the Depot, at NEW CASTLE, for FRENCHTOWN,

EVERY MORNING,

Upon the arrival of the Steam-boat from Philadelphia, at about

Half Past Eight o'clock,

RETURNING

Leaves Frenchtown at about Half-Past Ten o'clock.

ANOTHER TRAIN OF

PASSENGER CARS

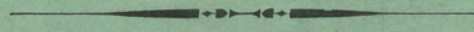
Departs from New Castle, for Frenchtown, every evening, (except Sunday,) upon the arrival of the AFTERNOON BOAT, from Philadelphia, at about Six o'clock, and on return arrives about Nine o'clock.

Fare over the Road - - - - - 50 cents.
Do., for excursion over the road and back - - 50 cents.

R. H. BARR Ag't.

#287

HISTORY
OF THE
DELAWARE
RAILROAD.



FROM ADVANCE SHEETS OF
ENCYCLOPEDIA OF DELAWARE.

HISTORY

OF

THE DELAWARE RAILROAD

AND

ITS CONNECTIONS,

BY

M. HAYES, SECRETARY AND TREASURER.

WILMINGTON, DEL.:
ALDINE PUBLISHING & ENGRAVING COMPANY.
1882.

HISTORY OF DELAWARE RAILROAD,

INCLUDING A SHORT ACCOUNT OF

CONNECTING PENINSULAR ROADS.

BY M. HAYES, *Secretary and Treasurer.*

THE original charter of "The Delaware Railroad Company," enacted by the General Assembly at Dover, June 20th, 1836, authorized the construction of a railroad "from any point on or near The Wilmington and Susquehanna Railroad, or The New Castle and French Town Railroad, to the southern line of the State in a direction towards Cape Charles, with full power to construct lateral branches, to Lewes, Seaford, or to any other points or places within the limits of the State of Delaware."

The commissioners appointed by this act were John M. Clayton, William D. Waples, and Richard Mansfield. They employed John Randel, Jr., a distinguished civil engineer, whose corps of assistants surveyed a line from a point near the village of Newark, on the Wilmington and Susquehanna Railroad,—now constituting part of the Philadelphia, Wilmington and Baltimore Railroad,—southwardly passing through or near the principal towns of the State on the route to Georgetown, the county seat of Sussex, and from thence surveyed branch lines, as contemplated by the charter, to Lewes, to Millsboro and to Seaford.

The Chief Engineer's report gave a description of the route and the distances, by the survey to the places mentioned. Maps and profiles of the lines and estimates of the cost of construction are still preserved.

Referring to the general features of the country, Mr. Randel says—that, by his examination of the Peninsula, "he was confirmed in the opinion he had previously formed as to a large portion of the State of Delaware being almost a level plane and peculiarly favorable for the construction of railroads, with gentle grades and curves of large radii, at moderate cost. * * * * this feature of the country is particularly applicable to the dividing ridge which extends nearly the whole length of the State, and separates the waters which flow into the Chesapeake from those which empty into the Delaware Bay."

The cost of the projected Railroad, estimated by Edward Stavly, Assistant Engineer, was \$1,069,462. This was on the circuitous route surveyed from the "Wilmington and Susquehanna Railroad" to the Maryland State line south of Millsboro, measuring 94 $\frac{1}{4}$ miles. From a reconnoissance made of the the ridge route to Seaford on the Nanticoke River, it was found to be more direct and consequently shorter, and the cost of grading much less expensive than it would be were the line surveyed adopted. The report of the Commissioners to the Legislature sets forth the advantages of this work to the people of the state, acknowledges the liberality of the preceding Legislature in granting a charter exempting the property of the Company from taxation for fifty years, and with the right to

construct lateral branches from the main line ; "and having appropriated an amount sufficient to pay the expenses of the survey, and authorized a subscription of \$25,000 to the stock of the company, in the opinion of the Commissioners, "no further pecuniary aid was required of the State." Mr. Clayton, the author of the charter as well as of this report, gave as a reason for not asking further aid from the State that, "a corporation of this character, if its capital be entirely or chiefly composed of State funds, must want that stimulus to successful exertion which the private interests of enterprising individual stockholders can alone supply:" and this would seem to have been adopted as the settled policy of the State for many years thereafter. The Commissioners made an earnest appeal to the citizens of the Eastern Shore of Maryland, to unite their energies with those of our own people, in the construction of a road designed for the benefit of the whole Peninsula ; which by its extension to the waters of the Chesapeake, as it was shown, "would open the shortest, safest and cheapest possible line of communication between Norfolk and the northern cities;" Unfortunately this enterprise was not viewed with favor by the people of Maryland ; the State had refused to grant a charter to extend the Delaware Road through her limits to the Virginia State line ; acting upon the belief that the travel and trade would be thereby directed to the northern cities, and operate injuriously upon the interests of Baltimore.

To secure this trade the Maryland Legislature had anticipated the action of Delaware, and granted a charter in 1833 for a line of Railroad from a point on the Wilmington and Susquehanna R. R., near Elkton, through the tier of Eastern Shore Counties, to the Annessex River, and in 1835 the State appropriated one million dollars for the prosecution of this work. The surveys had already been made, and some work had been done on the located line, and whilst this rivalry continued, co-operation on the part of the people of Maryland with the projectors of the Delaware R. R. could not, reasonably, be expected.

Subscriptions to the stock of the Delaware Railroad Company were solicited by the Commissioners, but the citizens of the country through which the route was surveyed, were

mostly farmers, or country merchants of small means ; they had as yet given little thought to the benefits they would derive from the projected improvement, and could not be induced to invest their money in the enterprise ; the fair representations of the commissioners and Mr. Clayton's persuasive eloquence and personal influence failed alike to inspire confidence in its success. Their hopes were next turned to the cities of Philadelphia and Wilmington, believing the prospect open to their commerce of easy access to the Breakwater harbor, with all the advantages to be derived on the other hand by railroad connection with the waters of the Chesapeake, would insure the required subscription, but owing, in part, to the bad financial condition of the country in 1837, no aid could be obtained from the cities ; and the enterprise, failing of this support, was abandoned for want of capital. At the same time the Maryland project also failed, on account of the financial troubles which embarrassed the affairs of States, as well as the fortunes and enterprises of individuals. The Company was dissolved and its property became vested in the State, and the prospect of a Peninsular Railroad seemed for many years hopeless.

STEAMBOAT LINE FROM DONA.

The citizens of Dover and the vicinity, as well as those residing further south, felt greatly the need of better traveling facilities, as no steamboat line existed further down the bay than Smyrna landing, on Duck creek ; from whence the "Kent," a small steamboat, had been running since 1840. In the summer of 1846 a public meeting was held at Dover, and a Committee was appointed to examine the old causeway and landing on Dona River, seven and a half miles from the Capital, to inquire into its condition and the probable cost of repairing the road and rebuilding the old wharf. This was the point where passengers from Philadelphia to Norfolk, by the old Philadelphia Steamboat and Transportation Line, were transferred from steamboats to stage coaches and posted through to Seaford, on the Nanticoke River, where they again embarked on steamers for Norfolk. This line was in operation in 1825, before passenger railways were built in this country ; and the *tally ho* post-coaches, drawn by four horses and well filled with passengers, traveling at

the *high speed* of 46 miles in from 6 to 7 hours, over the level county roads of Kent and Sussex, attracted great attention, and some of the most enterprising and highly honored citizens of Dover became enthusiastic stockholders in the Company, of which the Hon. Thomas Clayton, afterward chief justice, was President. Unfortunately the steamboats, either from defects in their construction or from bad management, seldom arrived at their landings at the appointed time; and these delays and irregularities in making connections with the stage line at the points of transfer, had the effect of soon diminishing the number of passengers, and the loss in operating the line constantly increasing, became so great that, after little more than a year's service, the boats were withdrawn and the Company was declared insolvent:—their property was taken under execution and sold by the Sheriff. The wharves and other structures at Dona were abandoned to the encroachment of the tides, and in a few years the place was overgrown with salt grass. Dona was in this condition when the Committee of 1846 examined the property, some of the piling and a few of the old wharf logs remained. The estimated cost of rebuilding the wharf and causeway was moderate; a small amount was obtained by subscription for that purpose, and in the hope of establishing a steamboat line to Philadelphia, the Levy Court of the county appropriated a sum sufficient to put in good repair the road from Dover to the Landing. A company chartered and organized in 1847 called "The Dona Steamboat and Transportation Company" took charge of the work at the Landing, and as it progressed the owners of shares became limited to three stockholders: Hon. Samuel M. Harrington, Caleb H. Sipple, Esq., and the writer of this sketch, who superintended the improvements. On their completion the owners entered into negotiations with the managers of "The Smyrna Steamboat and Transportation Company," which resulted in leasing the wharf at Dona to that Company and uniting with them in the purchase of a fast and commodious steamboat, the "Zephyr," for the new line from thence to Philadelphia. The Zephyr made her tri-weekly trips from Dona in good time, and with great regularity: the affairs of the company were well managed, and the success attending this enterprise led

those engaged in it to look forward to its extension by railroad further down the Peninsula, and opened the way to an improvement, which, in its development, as will be seen, turned the course of travel from this route to another, which has proved to be of far greater public advantage and general benefit to the people of Delaware and the Peninsular Counties of Maryland.

THE DELAWARE RAIL ROAD.

The Delaware Railroad, when the charter was revived in 1849, was designed to carry out the old project of connecting two Steamboat lines by rail, as formerly by post-coaches, from Dona to Seaford, making a through route for passengers from Philadelphia to Norfolk. The distance by this route was estimated at two hundred and fifty miles and the time at sixteen hours. Hon. Samuel M. Harrington, the late distinguished Chancellor of Delaware, may be justly regarded as the leader of this project, and chief among the enterprising men who conceived the plan and undertook its execution; first, by obtaining from the Legislature of 1849 a modification of the charter of 1836, which, as has been shown, was exceedingly liberal in its terms, and by amendment, was easily adapted to the purposes of this improvement; which formed the connecting link between the Delaware and Chesapeake bays in the projected line of travel. By the terms of the amended charter, the Commissioners were required to open subscription books, and on obtaining subscriptions to stock to the amount of five thousand shares at \$25, par value, the subscribers, their successors, and assigns were declared to be incorporated by the name and title of "The Delaware Railroad Company." But little progress was made for several years in obtaining stock subscriptions, and it was not until the act of February 20th, 1852, was passed, authorizing a conditional subscription on behalf of the State, that an organization of the Company was effected. By this "act" the Commissioners were directed to reopen the books, and on obtaining subscriptions to the amount of seventy-five thousand dollars, the State Treasurer was authorized and directed to subscribe "for such number of shares at their par value, as would amount, with the subscriptions of others, to the five thousand shares" requisite to enable the

Company to organize. The State's subscription was based upon the annual payment of certain sums of money into the treasury by the New Castle and French Town T. & R. R. Company, in consideration of an act of the Legislature designed to protect that Company from rival or competitive lines within certain limits. The appropriation to be applied to the State's subscription from this source amounted to \$6,500 per annum; the Delaware Railroad Company, would realize \$130,000, in the twenty years to which the "act" was limited. To make this sum available, the company was authorized by the "act" to issue its bonds from time to time, and the State Treasurer was directed to endorse the same. The bonds to be made payable only out of the aforesaid fund as the same should accrue, and not to exceed the amount at any time subscribed by the State.—The Legislature at this session resorted to the pernicious expedient of raising money by a lottery grant, and from the revenue thus to be derived, the Company was promised \$50,000 payable in instalments of from \$8,000 to \$10,000 per annum in a series of years, beginning with 1854. After this favorable legislation, the friends of the enterprise called public meetings in many of the villages on the proposed line of road. The people were earnestly solicited to subscribe to the stock, and addresses were delivered, printed and extensively circulated, setting forth the character and object of the work and its importance to the Peninsula. Judge Harrington wrote with great facility and every sentence proved his entire faith in this enterprise. His public addresses were earnest and impressive, and his enthusiastic devotion to the work inspired his associates with confidence in its ultimate success, and by their energetic efforts, in a few weeks the amount subscribed by individuals was sufficient to secure the State's subscription, and a meeting of the share-holders was called at Dover, May 22nd, 1852, when the company was organized. Judge Harrington was elected President; Ex-Governor William Tharp, Treasurer; and Thomas B. Bradford, Henry Ridgely, Alexander Johnson, Charles Wright, William Cannon, Wm. O. Redden and Beniah Tharp, Directors. The Board proceeded at once to employ engineers to make the preliminary surveys for the location of the road. Mr. Hor-

ace Bliss, the engineer, entered on this work the 24th of June, 1852, and had completed the surveys, and presented to the Board his report of the cost of the road on the first of the following October. By his estimates the grading of the located line from Dona to Seaford forty-three miles, with a branch to Milford of eight miles, in addition, would cost but little over \$40,000. The entire cost of the whole work, including grading, track, bridges, turnouts, depots, and other structures, including also the equipments of the railroad was stated at less than \$380,000 for the Main Line, and \$57,000 for the Milford branch, which was considered an essential part of the work, as opening the way for its extension to Lewes. Proposals for letting the work were issued and the road was put under contract, in November, 1852, and McCullough and Lentz, the contractors, commenced work on that part of the line between Dona Landing and Dover.

About this time the attention of President Felton of the Philadelphia, Wilmington & Baltimore Railroad Co. was directed to the progress of this new enterprise, and he quickly perceived the importance of seeking a connection with a railroad, which would not only by means of Branch Roads command all the inland transportation of the Peninsula south of Dover, but would open the most direct communication with the South, and might possibly become part of a rival line of travel between New York and Norfolk. As the extension of the Delaware Railroad northwardly from Dover had been long contemplated, President Harrington, and the Board of Directors were prepared to receive propositions, looking to a connection with the upper Companies, and it was an easy matter to begin negotiations where the mutual interests were so apparent: though some grave questions as to the terms of an agreement, stood in the way of an immediate arrangement.

The Board had rigidly adhered to an economical expenditure of the Company's funds. In the employment of agents, and in their contracts for materials and labor, they had experienced great trouble and inconvenience in obtaining sufficient means to prosecute the work, and at the 1st annual meeting of stockholders, January 10, 1853, the Treasurer's report shows only \$12,683 as the amount received from stockholders, including two pay-

ments by the State Treasurer of \$3,250 each on the State's subscription. An instalment of \$3 per share had been called and many of the shareholders, still incredulous as to the success of the road, delayed the payment of this small assessment. The Legislature of 1852 having, as before stated, consented to invest a part of the "bonus" derived from the N. & F. T. Co. assumed the ground that the State had contributed her share towards an improvement from which only a part of its territory was to be benefited. Conflicting personal interests seriously interfered with the selection of a line from Dover to Seaford; surveys had been made with a view to reconcile these differences, but it was found to be a difficult matter to effect a compromise, and at the same time to locate and establish the best line attainable between the places mentioned. The Board was obliged to confront many unforeseen difficulties and needed the help of a stronger organization; and this opportunity offered at a seasonable time. Anticipating an agreement and union between the Companies, the Board had applied to the Legislature of 1853 for a supplement to the Charter, and after a long and excited session, in which the representatives of every public or local interest, either claimed some special favor as a condition of support, or assumed to exercise a watchful care lest the State should be involved, or lose some advantage by granting railroad privileges, the "Act" was finally passed (February 4th, 1853) authorizing the Company to extend the Delaware Railroad northwardly and connect it with the N. C. & F. T. Railroad. At this session another bill of equal importance was enacted making it lawful for either the N. C. & F. T. or the Philadelphia, Wilmington & Baltimore Railroad companies to "guarantee the bonds of the Delaware Railroad Company, and to hold stock in said company," and also "to contract and agree for the construction, equipment and maintenance of the road."

In the mean time, resolutions were passed at a meeting of the Board, (on the 26th of January,) appointing President Harrington and Charles Wright, Esq., a committee to negotiate with the Philadelphia, Wilmington & Baltimore Railroad Company, the terms of an extension of the road to the New Castle and Frenchtown Railroad.

NEGOTIATIONS BETWEEN THE DELAWARE AND PHILADELPHIA, WILMINGTON AND BALTIMORE RAILROAD.

The negotiations between the Companies involved propositions for aid and assistance from the Philadelphia, Wilmington and Baltimore Company, to secure the building of the Delaware Railroad, of a character that required deliberate consideration; and though frequent conferences were held by the committees, it was not until March 4th, 1853 that a formal communication was received from President Felton, by the hands of Edward W. Gilpin and A. Campbell, Esqs., (the last, Treasurer of the Philadelphia, Wilmington and Baltimore Railroad Company,) submitting in brief "that if one-half the stock required to build the Delaware Railroad as extended should be first subscribed, and the Company would discourage and prevent as far as possible the building of any rival line between Philadelphia and Baltimore, the Philadelphia, Wilmington and Baltimore Company, would agree to guarantee the bonds of the Delaware Railroad Company to an amount sufficient to build the other half and, if desired, would equip and run the road when completed." Or if the Delaware Railroad Company should conclude to equip the road on its own account, the Philadelphia, Wilmington and Baltimore Company "would guarantee three-fifths of the amount necessary to build and equip the road."

This proposition was favorably received and the Directors of the two Companies with Andrew C. Gray, Esq., President of the New Castle and Wilmington Railroad, met at Wilmington, April 11th, 1853, when the terms of a union of the three railroads were fully discussed and the agreement (modified by fixing the amount of the additional subscription to the stock at \$200,000 as a condition for the guarantee of the company's bonds) was signed by the Presidents of the two Companies, Messrs. Harrington and Felton, with the understanding that it should be submitted to their stockholders respectively for ratification. This was subsequently done and the agreement was ratified. The first article provided that a plank road would be substituted for "iron rails" from Dover to Dona Landing, the road to be under the management and control of the Delaware Railroad Company. The abandonment of Dona as one of the termini of the railroad had

long stood in the way of a settlement, and the question being thus disposed of, it seemed to be understood that the discontinuance of a steamboat line would unquestionably follow the opening of the road for travel between Wilmington and Dover. It will be seen that such was in fact the result. The Delaware Railroad Company became the purchaser of the property of the two "Steamboat Transportation Companies," and as there was no further need of a plank road it was never constructed.

As soon as arrangements with the Philadelphia, Wilmington and Baltimore Company were concluded, vigorous measures were taken to carry out the provisions of the agreement for extending the road, and to place it upon a surer and firmer financial basis.

The supplement to the Charter (Act of February 24th, 1853) had been ratified by the stockholders, and under its provisions the board of Directors, now to consist of 13 members, was re-organized on the 8th day of June, 1853, and Messrs. Samuel M. Felton and Edward C. Dale, of Philadelphia, Edward W. Gilpin and Charles I. DuPont, of Wilmington, and Andrew C. Gray, of New Castle, were added to the old Board of which Hon. Samuel Harrington was President, and Dr. Henry Ridgely and Thomas B. Bradford, of Dover, Col. Henry B. Fiddeman, and Alexander Johnson, of Milford, Charles Wright, of Seaford, and William Cannon, of Bridgeville, were the members. James F. Allee was elected Secretary and Treasurer, ex-Gov. William Tharp having resigned the latter office.

Immediately after the new organization of the Board, subscription books were re-opened and placed in the hands of agents to canvass the State; a corps of engineers under Major Isaac Trimble was soon in the field, and as fast as the line was definitely located and the right of way obtained, it was put under contract. Work was commenced at its junction with the N. C. & F. T. R. R., to render the road available and productive as it progressed.

The work advanced rapidly and the expenses were consequently largely increased. It was found necessary to obtain by a loan sufficient means to meet the increased demands on the treasury; a mortgage of the road and other property of the Company, bearing date the 6th of November, 1854, was made to Trustees to secure the payment of bonds to the

amount of \$500,000—endorsed by the Philadelphia, Wilmington and Baltimore Railroad Company, payable in twenty years, and bearing six per cent. interest per annum, payable semi-annually. These bonds ranked with the best railroad securities in the market, but owing to the depression caused by financial embarrassments and failures throughout the country at that time, they could only be sold at a sacrifice, and the Board declined any sales, as the Montour Iron Company had agreed to accept them at their par value for railroad iron needed to construct the road.

The condition of the Company and of their road; as well as the narrow views entertained by some of the landholders on its line, in the beginning of the year 1855 will be best described by giving a few extracts from President Harrington's Annual Report to the Stockholders. After referring to the agreement by which a practical union had been formed with all the railroads of the State having a common interest with the Delaware Railroad, the President says:

"The Company had a right to expect that this extension of their labors, involving as it does almost a duplicate of cost, would have been met by a local subscription of stock, and by liberal concessions of the right of way, similar to what was obtained on the road, as originally contemplated, and commensurate with the interests of the several sections; but in both these the Board has been disappointed; very little stock has been taken on the line above Dover, except in the city of Wilmington; and in regard to the right of way the same spirit of speculation practiced on other companies has been applied to the extension of ours without regard to its different character, and has resulted in the same imposition of onerous burdens. There are several honorable exceptions to this remark; but on the whole the right of way through a part of New Castle county, which will receive the same general benefits from this improvement, will cost the company many times the amount of subscriptions made by that section towards building the road."

Messrs. Gray, DuPont and Sharpe, had been appointed a committee to obtain releases of the right of way in New Castle county. In many instances the land owners were unrea-

sonable and exacting in their demands, to which the committee were obliged to submit or settle the claims by compromise, in order to avoid the delay attending a resort to juries: moreover, in several cases where appeals had been taken, the landholders had been sustained by the verdicts of juries; and as the Company could not well afford to be involved in law suits, the committee proceeded to settle the claims by the aid of commissioners on the best terms practicable.

The expenses thus incurred at the outset, and the delinquencies of many of the stockholders, hampered the Company, and but for the liberality and credit of the Philadelphia, Wilmington & Baltimore Company its financial condition would have been seriously if not fatally embarrassed.

President Felton had by his intercourse with Judge Harrington, Charles I. DuPont, Esq., and other members of the Board, become better acquainted with the Delaware Peninsula; the fertility of the soil, and the extent and value of its forests and fisheries as well of the State as of the adjacent counties of Maryland. By his long experience in railroad management he could readily estimate the value of the business which would pass over the road, when the resources of the country to be opened by it should become fully developed, and he was convinced that its early completion would add materially to the revenues of the Philadelphia, Wilmington and Baltimore Railroad, over which the travel and trade must pass to reach Philadelphia and other Northern cities. To avoid delay his Company had set aside the condition of the agreement, requiring the Delaware Railroad Company to obtain subscription to their stock to the amount of \$200,000, before guaranteeing their bonds, and his Company had also liberally subscribed on their own behalf, \$50,000 to the capital stock of the Delaware Railroad Company. With this important aid the Board applied itself to the work with renewed energy, and in a short time the whole line was put under contract and one-fourth part of it graded. Cross ties and iron for the track had been purchased and a part delivered. The President, moreover, stated in his annual report of January, 1855, "That the Company could at any time lease the road permanently when finished, "on terms guaranteeing to Stockholders and to the

State six per cent. on its cost." The Stockholders were greatly encouraged, and at their meeting on the same day, resolutions were passed authorizing the Board to make the lease upon the guarantees proposed and "upon such terms, stipulations and conditions as should be agreed upon." It was further resolved, "That a committee be appointed to present to the Legislature a memorial for aid to finish the road in the shortest time practicable, and that the board be directed to reopen the subscription books and solicit further subscriptions of stock based on the ample guarantees which it was now in the power of the Company to give, of the certain payment of interest."

The Legislature in answer to the memorial of the Stockholder's committee, passed an act February 28th, 1855 setting forth—"That as the State subscription of \$130,000 would be unproductive until the road is finished, and the Company has the ability to secure by leasing the road at a certain rent, a sufficient amount from the interest on the fund now unproductive, in less than twenty years to pay the additional subscription now to be made, and through which the said unproductive fund will be made available: Therefore to aid the Company by a loan of the State's credit, the State Treasurer be authorized and required, to issue and deliver to the company the bonds of the State to an amount not exceeding \$170,000." The bonds were made payable in twenty-one years with interest, at 6 per cent. per annum. To secure the payment of the bonds at maturity and the interest thereon, the Company was required to deposit with the State Treasurer a certificate for 6,800 shares of their capital stock assigned to the State, and also the bonds of the Company to the amount of \$200,000, guaranteed by the Philadelphia Wilmington & Baltimore Railroad Company; and further, to execute and deliver to the State Treasurer, a second mortgage on all the property and estate of the Company.

The State's loan was authorized, with a perfect understanding that the lease should be made at an annual rent, sufficient to insure the payment of six per cent. interest thereon.

The act further provided—"That to enable the Delaware Railroad Company to comply with its engagements in this behalf, and to insure the completion of the road," the State

released for a period of twenty-one years, all interest, income, and dividends upon the capital stock of the company before subscribed for by the State; "it being distinctly understood that the Delaware Railroad Company, shall not directly or indirectly ask the State for any other pecuniary aid within the said period of twenty-one years." The Company was thankful for this boon, though ungraciously bestowed, and when it is considered that the "loan of the State's credit" was amply secured, and that it was in fact a preferred debt to be paid at maturity by a sinking fund, to be derived from the earnings of another Railroad Company, in payment of interest on the State's subscription, we can not but wonder at the extreme caution that inspired the last restrictive clause of the "act" quoted.

At this session the Charter was amended so as to authorize the Company to borrow money to an amount not exceeding one million dollars. The original act had limited the amount to half a million. The question of "leasing the Delaware Railroad" was virtually decided by the company's acceptance of the act of February 28th, which required it as a condition on which the State's loan was authorized, but other considerations also led to this result.

President Harrington, though recently appointed to the highest judicial office in the State, continued to perform the duties of President, with a resolution and perseverance which seemed never to tire. He had accomplished much by his personal influence and labors, but his experience in the construction of public works was confined to that of the Delaware Railroad: he had none whatever in their equipment or after management: his associates of the old Board labored under the same disadvantages; being selected for their ability and business capacity in the different occupations in which they were engaged. They were often compelled to neglect their private affairs, to attend to the urgent calls which seemed to threaten the success of the enterprise.

At length they saw before them the way opened for its early completion and subsequent management, and felt that in placing the Road in skillful and practiced hands, they would not only relieve themselves from a great responsibility, but should be serving the Stockholders best, by securing to them the highest

rate of interest allowed by law on their investment.

These views were concurred in by the members of the Board elected after the passage of the supplement to the charter in 1853, viz. Messrs. DuPont, Gilpin, Gray and Sharpe. They represented the northern part of the State and were in frequent consultation with Mr. Felton, who, as President of the Philadelphia, Wilmington & Baltimore Railroad Company, had indicated to the Board the terms upon which a lease of the Road would be taken by that Company. Some of these gentlemen were officers in other Railroad organizations, and all had large experience in financial transactions and extensive business concerns, which eminently fitted them for the directorship; their opinions were entitled to great weight, and at the next meeting of the board the policy of the Company was determined. Messrs. Gilpin, Gray and President Harrington, were appointed a committee to confer with a like committee of the Board of the Philadelphia, Wilmington & Baltimore Railroad Company upon the conditions proposed for leasing the Road to that Company. At a subsequent meeting, held May 4th, 1855, the President submitted to the Board a draft of the lease as agreed upon by the two committees, which, after a full discussion, was adopted; and the President was authorized and directed to execute and deliver a copy of it to the Philadelphia, Wilmington & Baltimore Railroad Company.

LEASE.

The lease of the Delaware Railroad was made for a term of 21 years, with the right of renewal, on one year's notice being previously given by the Lessee, for 21 years longer. In terms—"It granted and demised the railroad extending from the Nanticoke river near Seaford, to the New Castle and French Town Railroad with such branches and appendages as may be built within the time aforesaid, the Lessee paying therefor as the yearly rent, a sum equal to six per cent. per annum on the capital stock paid in, and on all bonds, debts or liabilities of the Company bearing interest, including the State bonds loaned to said Company amounting to \$170,000—till the same shall be paid, and also one half of any surplus over six per cent. of the net earnings and profits arising to said party from operating said road, after deducting the expenses of so oper-

ating it and damages recovered from casualties.

The rent to commence on opening the line through, and payable semi-annually on the first of January and July.

The Lessor was bound to have first obtained the consent of the Lessee before increasing the capital stock to an amount exceeding \$300,000 over and above the collateral stock to be issued to the State, or before increasing their expenses of organization or indebtedness beyond the amount then authorized by the Board. The Lessee was required to equip, use, run and work the road and branches to the best advantage, and according to the requirements of the charter, and to keep the road and its appendages in good repair." It was further agreed, "that all the rents paid on account of the State's stock should be set apart as a sinking fund, for the extinguishment of the principal of the State Bonds, which on redemption are to form no part of the capital of said Company."

The interest on the State's stock and bonds being thus secured by the execution of the lease, under instructions of the Board, the President deposited with the State Treasurer the securities required by the act of February 28, 1855. And State Bonds to the full amount of \$170,000 were received and deposited with the Treasurer of the Company.

PROGRESS OF CONSTRUCTION.

Some delay in the progress of the work had been caused, by the unforeseen demand on the funds of the Company for land damages in New Castle County, and complaint was also made of the slow progress and inefficiency of several of the sub-contractors, whose engagement had not been assented to by the board.

To prevent further delay it was found necessary to offer a "bonus" to the principal contractors, as an inducement to take the work in their own hands and push it forward more rapidly.

The draw bridge at the crossing of the Chesapeake and Delaware canal, the most important on the line of the road, was at length completed, and the track laid to Middletown by the last of August. A formal and satisfactory agreement had been made with the New Castle and French Town Turnpike and Railroad Company, for a junction of the two roads at a point about 7 miles from

New Castle; the tracks were joined and before the middle of September, trains were running between Wilmington and Middletown. The Company had built a tank house at that station, and a depot for the accommodation of passengers and freight, and was erecting temporary structures both at Smyrna station and at Dover.

The citizens of Dover, where the enterprise took its start, felt a peculiar interest in the progress of the road, and its completion to their town was, perhaps, the most important event that had happened in its history, since it was selected to be the Capital of the State. The first train of general merchandise arrived at the Dover station on the 23rd of January, 1856, and was hailed with delight as the harbinger of a future business prosperity. Passenger and freight trains soon commenced running regularly, and though the business of the road was at first comparatively light, the structures erected at the way stations, which were of the roughest and simplest description, could not accommodate it, and box cars were used frequently for storing freight.

Having progressed thus far successfully with their work the directors did not relax their efforts, but renewed their exertions that the road might be opened to Seaford by the middle of summer.

Steps were also taken to secure connections with the railroads projected on the Eastern Shore of Maryland, and to extend the Delaware Railroad to other important points by branch lines. A survey for a branch to Milford had been made, and the cost of the eight miles of road required was estimated at about \$80,000. Negotiations were also pending for a steamboat line from Seaford to Norfolk. A railroad line had been surveyed from Oxford, near the mouth of the Choptank River on the Eastern Shore of Maryland, by way of Easton and Greensboro, to Smyrna station. And other roads were in contemplation on the Eastern Shore to connect with the Delaware Road, which would bring to it, as a trunk line, the business of a large territory embracing immense tracts of woodland and a soil of almost unequalled fertility; since found to be adapted to the growth and perfect ripening of fruits of every variety produced in this climate. With fairer prospects in view, the Company entered vigorously upon the last

year of its labors in the construction of the Road.

At the Stockholders' meeting in January, 1856, the report of Mr. Allee, Treasurer, shows the aggregate amount expended to January 1st as \$870,623.60. Of this amount,

Received from capital stock	\$144,458.02
" from bonds, including State	
bonds	655,700.00
Received from donations, (lottery	
grant)	25,000.00
Received balance, consisting of bills	
payable and other items	45,465.58
	<hr/>
	\$870,623.60

"Less than \$15,000 of the mortgage and State bonds, and but little over \$9,000 of cash remained in the hands of the Treasurer, and over two-thirds of the cash would be required to finish up the work above Dover."

During the preceding year nearly all the State bonds had been sold at their par value, but large drafts on the treasury which had to be promptly met, obliged the finance committee to dispose of the residue, about \$22,000, at a slight discount, and a few of the bonds of the Company at 75 per cent. of their face value. The first issue of the first mortgage bonds were accepted at their par value by the "Montour Iron Company" for railway iron as delivered under the contract, at \$77 per ton, and the Board was averse to disposing of the remainder at so heavy a discount. It now became necessary to raise money promptly and by means of temporary loans. In December, (1855,) the President was authorized to borrow \$50,000, and to pledge as collateral the Company's bonds, and again in February, 1856, the Finance Committee (Messrs. Felton, Sharpe, Gray and the President) waited upon the Banks of the State to obtain accommodations on the pledge of the Company's guaranteed bonds. It was also found expedient to anticipate the payments on the State's subscription, and in March the Treasurer was directed to confer with the State Treasurer and obtain drafts on the Philadelphia, Wilmington & Baltimore Railroad Company, for the payments coming due on the 1st of July and January. The holders of the lottery grant responded promptly to a similar request and anticipated the payment of \$10,000 falling due January, 1857, for which they received the thanks of

the Board. These drafts were pledged for loans from the Banks. A committee was appointed to meet in conference a committee of the Philadelphia Board of Trade, on the subject of obtaining subscriptions to the stock of the Company. This conference seems not to have brought the desired aid; but the personal solicitations of Messrs. DuPont, Gray and other members of the committee were attended with better success, and liberal subscriptions were made by many of the merchants and other business men of Philadelphia and Wilmington. It was during this period, that several of the members of the committee were said to have gone from house to house, soliciting subscriptions to stock, and some of the Directors in their anxiety to save the credit of the Company lent their individual names as endorsers upon its paper at the State Banks. The Board was forced by its necessities to consider the expediency of pledging all the rents to be received of the Lessee for the payment of loans to complete the road, but this expedient was dropped and other means resorted to for raising funds. Drafts on the State Treasurer anticipating the semi-annual payment of the "bonus" applied to the State's subscriptions had, as before stated, been pledged for loans, but up to this time no bonds had been issued as contemplated by the "Act of February 28, 1852." The Board now found it necessary to avail itself of the authority given by the "Act," the Lessee consenting to pay the interest on the loan contemplated, and by resolution of September 4th, and subsequently of December 18th, 1856, bonds were authorized to the amount of \$91,000 and were issued in sums of \$3,250, payable semi-annually, with interest at 6 per cent., for which the "bonus" derived from the State in like amount, semi-annually, was pledged. These bonds were issued without other guarantee than the resolutions of the Board, but the pledge was inserted in the bonds, and their dates of maturity corresponded with the semi-annual payments by the State until January 1st, 1872, when the "Act" from which this revenue was derived would expire. The bonds were sold at 60@70 per cent. of their face, and were largely used in the liquidation of the Company's debts.

By the means thus resorted to, the Company was in a good degree relieved from its financial

difficulties. In the mean time the contractors had pushed forward the work with commendable zeal and energy, and by the first of December the rails were laid to the Nanticoke River, at Seaford. A formal opening of the Delaware Railroad in its whole length was appointed for the 11th of the month! Unfortunately the weather was stormy, and a day less favorable could not have been set for the celebration of so grand an event, yet it is said by the reporter of the proceedings that all participating seemed to enjoy themselves to the utmost. Two trains of cars laden with guests arrived at "Nanticoke Station," passing under an arch handsomely decorated and inscribed with appropriate mottoes. Their arrival was greeted by a salute of 13 guns, and the guests were met by a large concourse of the citizens of Seaford and the surrounding country.

OPENING CEREMONIES AT SEAFORD.

A meeting was organized with Governor Peter F. Causey as chairman, and after appropriate ceremonies, the President of the Company (Chief Justice Harrington) delivered an eloquent address, congratulating the stockholders and all who felt an interest in the prosperity of the State, upon "the achievement of the enterprise through many difficulties and embarrassments." He gave a short account of the origin, progress, present condition, and future prospects of the work, and dwelt especially on the effect it had already produced in appreciating the value of real estate. "The increase of assessable wealth," he estimated, "had been already equal to the cost of building the road." Hon. Morton McMichael, the late Mayor of Philadelphia, an invited guest, expressed his great satisfaction in being present, both, because of the event intended to be celebrated, and of the interest he felt in every thing relating to the welfare of Delaware. "He believed this improvement was destined to become one of the chief sources of its prosperity; he was impressed with the rare adaptation of the country for the neighborhood of a great commercial and manufacturing city, whose wants it would, very soon in a large measure, supply and he felt certain that before many years the stately forests of oak through which they had traveled, would yield to the woodman's axe and the land be brought into cultivation, and the whole region bordering

the iron track, over which they had passed, would teem with cereal products, fruits and vegetables intended for the exhaustless markets to which access had been given." In referring to the importance of this traffic to the City of Philadelphia, he remarked that, "it would be imputing to her a criminal want of energy to suppose that she would fail to secure the bounties that Providence had thus, as it were, cast into her lap by means of this road, and the enlarged intercourse which it would give with Delaware and places further south." At the close of his address Mr. McMichael paid an earnest tribute to President Harrington and the Directors who were associated with him, and especially to President Felton, of the Philadelphia, Wilmington and Baltimore Railroad, "whose co-operation, he knew, had been of great service in surmounting the difficulties the work had encountered in the early stages of its progress." Addresses were also delivered by his excellency Gov. Causey, President S. M. Felton, Hons. Charles I. DuPont, John W. Houston, W. G. Whiteley, and by Willard Saulsbury, Esq.: the last in behalf of the citizens of Seaford, welcomed to their town the stockholders and invited guests. The proceedings of this meeting were afterward published in pamphlet form for circulation. The Delaware Railroad was now open for travel and the transportation of freight to Seaford; but it would require a considerable outlay to complete it, and erect the necessary buildings and fixtures for the accommodation of business.

At the Stockholders' annual meeting, January 8th, 1857, Mr. Allee, the Treasurer, submitted his annual statement by which it appears the cost of the work to January 1st was \$1,146,310.57, on a stock subscription paid in of \$252,560.94. The entire subscription when paid would amount to \$317,375, as follows:

Subscribed by the State of Delaware	\$130,000
" " corporations.....	62,500
" " contractors.....	10,000
" " citizens of other States	6,525
" " " " Wilmington	
and New Castle Co...	27,725
" " citizens of Kent Co...	44,750
" " " " Sussex Co.	35,875

The bonds issued by the Company, including the State bonds of \$170,000, amounted to \$759,000. Of these bonds \$500,000 were secured by a first mortgage, \$65,000 were guar-

anteed by the Lessee, and \$24,000 were of the loan anticipating the funds of the State.

Changes had frequently taken place in the Engineers' department during the progress of the work. Major Isaac Trimble was appointed Chief Engineer in 1853, immediately after the new organization of the Board, but resigned January, 1854, before the road was definitely located. He was succeeded by his assistant, David Kennedy, Esq., who soon after resigned, and in March, 1854, E. Q. Sewall, Esq., was appointed Chief Engineer and continued in charge of the work until November, 1855, leaving the road to be completed by John Dale, Esq., who had been his assistant and more recently his associate engineer. The following are the chief characteristics of the road, given in Mr. Sewall's report submitted to the Board of Directors in September, 1854, to which I have added a further description of the railroad from other reports: "The length of the road from its junction with the New Castle and Frenchtown Railroad to Seaford, $70\frac{88}{100}$ miles; Grades—— Level, $19\frac{95}{100}$ miles.

Grade from $2\frac{1}{2}$ to 5 feet per mile, 11 88-100 miles	} 28 per cent. of the road level.	
" " $7\frac{1}{2}$ to 11 feet per mile, 13 miles		
" " 13 to $18\frac{1}{2}$ feet per mile, 8 64-100 miles		} 62 per cent. level or of grades less than 11 feet per mile.
" " $21\frac{1}{2}$ feet per mile, 26 41-100 miles		
" " 36 7-10 feet per mile, 95-100 miles		

The specified width for embankments was 16 feet, for cuts 20 feet. The track was laid with white oak cross ties 2 feet apart, and iron rails 50 lbs. to the yard, fastened with Trimble joint blocks and ballasted with gravel

Of the whole length of road $67\frac{57}{100}$ miles are of straight, and $3\frac{26}{100}$ of curved, lines; and no curve except at the junction with the New Castle and Frenchtown Railroad of less radius than half a mile. Nearly 94 per cent. of straight line in 71 miles of road, free from heavy grades, shows it to be eminently favorable for the cheap and easy transportation of passengers and freight.

In the annual report of 1857 the President deemed it a proper occasion to refer to the early history of the Delaware Railroad. Still clinging to the first design, he dwelt upon its importance as the shortest and most direct line of travel between the North and South. The policy of starting the road from Dona is admirably expressed in the following extract from this report:

"The practical movement of starting this road on the line of the old coach route; con-

necting the Bays by the nearest travel, on the shortest railroad that could effect this; putting under contract the middle link, and beginning the work where it afforded the best prospect of success; and where, if successful, it would, be dangerous to other and powerful interests, is the policy which has made the Delaware Railroad. Whatever may be said of the persevering, self-sacrificing efforts of its Managers in carrying out this improvement, it owes its existence to a line of policy which was contemplated in the movement of 1849, which was expressed in the first contracts, by reserving the right to abandon the Dona terminus, and which was adopted as soon as parties interested were willing to meet the additional cost of a connection with them. This was desirable as a thoroughfare railroad between Philadelphia and Seaford; as connecting the lower with the upper part of our State, and as giving us access to our own city of Wilmington and to Philadelphia, where were most of our business transactions: but it was more than double the cost of a road terminating at Dona, which, though less desirable as leading us away from our accustomed markets, was yet attainable, and would have been made through other combinations of interest, which were aroused by the importance of the work itself.

The second great cause of the successful accomplishment of this road is the policy which, at the right time, and on fair terms, changed its direction so as to connect it with the Philadelphia, Wilmington and Baltimore road. Under this arrangement a direction has been given to this improvement beneficial to all, except those locally interested in the Dona terminus. The road, though increased in cost, has been made much more available for general travel, and this travel, already considerable, soon to be very great, is kept in the line of the cities, and carried, to a large extent, over existing roads now to be benefited, instead of injured. By the same means the public advantages of the road became general instead of local; it being made part of a system of internal improvements in which all the railroads of the State have a common interest, and to which public patronage might be extended without injury to others; becoming in its turn the trunk from which other branches might be fostered for the common good."

The time had now arrived for the Lessee to take charge of the road, and a committee was appointed at this meeting to settle the accounts between the two Companies to the 30th of November 1856, and to arrange for the transfer of the Railroad to the Lessee. The settlement left a balance due the Philadelphia, Wilmington & Baltimore Railroad Company of \$54,929.46, and the note of the Company was accepted for this amount of indebtedness. The transfer of the Delaware Railroad was effected on the following terms: The Philadelphia, Wilmington & Baltimore Railroad Company "assumed the payment of the rent from January 1st, 1857, under the lease, except, in consideration of the imperfect and unfinished state of the road, the Delaware Railroad Company was to be at the expense of repairs of road and fixtures for six months, and to assume and also pay after the said six months, any item of expenditure fairly chargeable to construction."

PURCHASE OF DONA LANDING, AND STEAMER ZEPHYR.

Soon after the road was opened for travel to Dover, the Steamboat, "Zephyr," which had continued her regular trips between Dona Landing and Philadelphia, was bought by the Company. Seventeen thousand five hundred dollars was paid for the Steamer, her furniture and fixtures in stock of the Company at par; she was sold soon afterward to the Philadelphia Wilmington & Baltimore Company, and, as elsewhere stated, was withdrawn from the line.

Under a resolution of the Board, negotiations were at once opened by a committee, Messrs. Du Pont, Ridgely, and Gray, for the purchase of the capital stock of the Dona Steamboat and Transportation Company. Chancellor Harrington and the writer were the sole owners of this property, (the shares formerly held by Mr. C. S. Sipple then deceased, having been bought by the Chancellor.) There was some delay in effecting this purchase on satisfactory terms, but, finally, the owners accepted an offer of four hundred shares of the stock of the Delaware Railroad Company, as in full payment of their entire interest in the property, and executed to the purchasers a release of all claims against the Lessee of their wharf and buildings. These transactions resulted in breaking up a well

established line to Philadelphia, and gave the Company the control of a landing on the Delaware, which (in the words of the committee) "might be used greatly to the disadvantage of the interests of the Delaware Railroad and its Lessee."

BRANCH RAILROAD.

The 21st Section of the Charter imposed on the "President and Directors the duty of inviting the co-operation of the States of Maryland and Virginia in the construction of Railroads for the improvement of the Peninsula."

The State of Maryland had, in 1835, made a liberal appropriation amounting to \$1,000,000 for internal improvement on the Eastern Shore. As elsewhere stated, a part of this fund was expended in the surveys of 1836, and some work on the line between Elkton and the Annessex River; after this work was abandoned, the balance, nearly \$850,000, was divided among the several counties of the Eastern Shore, insuring to each a sum quite sufficient to induce its citizens to unite with others in organizing companies with chartered privileges to build railroads to the State line, and the Delaware Legislature was petitioned for the further right to connect with the Delaware Railroad at the nearest points practicable. Every encouragement was given to the promoters of these improvements to carry out the general system of Peninsular Roads by which the Delaware Railroad would become the main or trunk of the lateral lines projected; but the Company watched with jealous care, and opposed, strenuously, any attempt on the part of a Maryland branch road to obtain by legislation in Delaware, the right to cross the Delaware Railroad and extend its line to the Bay shore. The Delaware Railroad Company was, in fact, under obligations to the Lessee, to guard against the opening of any opposition or rival line, "and in accordance with this, a restriction was embodied in the proposed agreement with the Maryland & Delaware Railroad for connecting the two railroads at Smyrna Station," that, the "Maryland & Delaware Company should not apply for legislation from the State of Delaware, authorizing the said Company to extend the line of its road eastwardly of the line of the Delaware Railroad, nor countenance or encourage any rival line." The fears entertained by the Dela-

ware Railroad Company, at that period, of a dangerous interference with the business of the road, have since vanished; the Company no longer apprehends any danger to its traffic from cross lines, and would place no obstacle in the way of any other Company disposed to risk its money in such an enterprise.

The Delaware Railroad Company was pledged to the building of a branch to Milford, and as before stated, a survey and estimate of its cost was made by E. Q. Sewell Esq., at the Company's expense; but their finances were not in a condition to promise the speedy prosecution of this work, and the Company was happily relieved from further expense by the action of the friends of the enterprise, living in Milford. Hon. J. W. Houston, Gov. Peter F. Causey, Bethuel Watson Esq., and Col. H. B. Fiddeman (the last also a Director of the Delaware Railroad Company) having determined that it would be better to construct this section of the road in connection with the extension from Milford to Lewes under a separate Railroad organization, obtained a charter from the Legislature of 1857, and raised by subscription a sufficient amount, with the addition of a small loan, to build the $8\frac{1}{2}$ miles from Clark's Corner, (now Harrington station,) to Milford. This section was completed in 1859, and was operated in connection with the Delaware Railroad under an agreement with the Lessee.

The Delaware Railroad having been successfully opened to Seaford, the Directors, in pursuance of the original plan of connecting the line by means of steamboats to Norfolk with the Seaboard, Roanoke and other Southern Railroads terminating at that seaport, had soundings taken of their river front on the Nanticoke and materials were purchased for the wharf. Measures were also taken for the removal of a bridge at Vienna, about 20 miles below Seaford, and to cut off such points and projections of the river shore as would obstruct its navigation by boats of a large class.

Mr. Felton, from the committee appointed to negotiate for a line of steamers, submitted a proposition from the principal owner of the steamboat St. Nicholas, at that time on the line from Philadelphia to Lewes, offering to sell the boat to the Company, and submitting his terms: the offer was rejected by the Board,

and a counter; proposition made on the part of the Company; (i. e.) to guarantee the owners from loss to the extent of \$2,000, if they would consent to run the boat in connection with the railroad from Seaford to Norfolk until January 1st, 1858, "provided a guarantee of like amount was obtained from other parties supposed to be equally interested in this enterprise." The terms were not agreed to, and no further attempt was made at that time to establish a Bay Line from Seaford.

In the meantime the citizens of Somerset county, Maryland, had organized a Company to build a railroad from Somers' Cove, on Tangier Sound, to the State line of Delaware, under the old charter of The Eastern Shore Railroad of 1833, revived and amended in 1853, giving the Company authority to connect their line with the Delaware Railroad. They had received assurances from the Delaware Railroad Company "that it was the policy and interest of the Company to extend their road from the Nanticoke River to the State line," to make this connection; and in March, 1859, E. Q. Sewell, again Engineer in Chief of the Company, was directed to make the necessary surveys for the extension: and in April a contract was entered into with George A. Parker, Esq., (late in the employment of the Philadelphia, Wilmington & Baltimore Railroad Company,) to build the road; the "Extension" was built under the authority granted the Delaware Railroad Company by the original charter.

LEGISLATIVE AID.

The stock subscribed, mainly by citizens of Laurel, amounted to \$10,000: (the subscriptions were subsequently increased to \$27,000). This sum would not go far towards building 13 miles of railroad, and as the Company was daily increasing the amount of its indebtedness in finishing the work on the main line, it was found necessary to ask aid from the Legislature in view of the enlargement of the improvement by this extension. The State consented to assign and transfer to the Company the dividends on the State Stock, heretofore subscribed and paid for by the tax on the New Castle and French Town Turnpike and Railroad Company: the act declaring that "the dividends should form a permanent sinking fund to pay off any debt created by the said Delaware Railroad Company."

This was merely "the residuary interest of the State in the stock of the Company" after the expiration of twenty-one years, for which it was granted by the act of February 28th 1855; the benefit to be derived from it was therefore very remote, and could be of no present use. A proviso was appended to this "act" similar to that of the former grant, "that the Delaware Railroad Company shall by resolution duly passed and entered on its minutes, bind itself not at this or any *further* session of the Legislature, to ask for precuniary aid from the State or the loan of the State's credit."

The refusal of this and several preceding Legislatures to make appropriations adequate to the necessities of this great public improvement, which had already contributed so much to the value of assessable property, can hardly be excused on the usual plea that the State would be involved thereby in a debt which would ultimately become a public burden. There was the least possible risk of such a result in the loan of the State's credit, secured by the guarantees which the two Companies were prepared to give.

THE LOTTERY GRANT.

The session of 1859 will be long remembered as the only one when the State Legislature quite "gave way" to the advocates of a monstrous Lottery Scheme; it is true that in former years lottery grants had been made, but on a scale trifling and insignificant compared with this one. Richard France was the applicant, and Stephen Broadbent, his associate, (and subsequently his surety,) organized the "lobby," that made the raid upon the general assembly. The plan was premeditated and prearranged; a majority of the members represented constituencies that were interested in some one or more of the special objects to which the lottery fund was to be applied.

The amount, to be distributed in the 20 years for which the grant was authorized, was \$720,000; the bill was entitled "an act for the encouragement of Internal Improvements," and a large part of the revenue to be derived from the nefarious business, was appropriated to railroads either building or projected, including the "Maryland and Delaware Railroad."

The bill combined many other objects as "*beneficiaries*," such as improving the navigation of the creeks, erecting fences, granaries,

academies, and a church also in New Castle County.

It was evident the chief manager of the lottery bill entertained no scruples as to the means employed for the success of the scheme; regardless of public opinion he held the forces he had organized strictly to their work, by all the arts and inducements at his command; liberal in gifts, and more liberal in promises, he was trusted because the source of his revenues seemed to be inexhaustible.

There were rumors of bribery and the use of corrupt means. The influences, whatever they were, brought to bear on a majority of the Legislature were not resisted, and the "act" was passed against the protest a few of the members, and of that class of citizens who believed "that the end would not justify the means." Of those who voted for the bill some, doubtless, believed that no immoral principle was involved, but the time had arrived when public opinion and the press in most of the States condemned lotteries as a legalized system of gambling, which under protection of this and some other States, had, by means of agents and the use of the post-office, spread a demoralizing influence far beyond the limits of the State where the grants were made, into other communities, and the evil consequences of this "act" were justly charged upon the State of Delaware.

Among the numerous "beneficiaries," the extension of the Delaware Railroad was not overlooked. An appropriation of \$106,000, payable \$2,650, semi-annually for 20 years, by the State Treasurer, in the distribution of the revenue to be derived from the grant, was directed to be used exclusively for the extension of the road below Seaford.

The Board had not asked for aid by a lottery grant, but, in the words of the President, "acting as the Trustee of the fund and trusting to be reimbursed out of the installments as paid,"—on the 16th of April, 1859, authorized the issue of bonds to the amount of \$40,000, called "bonus bonds," which were endorsed, as "specially charged upon any fund to be derived from the State not already appropriated." These bonds were disposed of as collateral for loans to be applied to the payment for work under contract, on the "extension," and a sinking fund was provided to meet the bonds at maturity, called the "extension sink-

ing fund." Five installments of \$2,650 were paid by the State Treasurer: the whole amount, therefore, realized from this appropriation was \$13,250. By a failure to pay the installment of July, 1861, when due, or within thirty days thereafter, the grantee rendered himself liable to a forfeiture of the lottery grant, and the Legislature of 1862, taking advantage of this failure, though the money was subsequently paid into the State Treasury, declared the "act" forfeited; thus reversing the action of the Legislature of 1859, in accordance with what was believed to be the public sentiment as to the pernicious policy of such schemes for raising money. Work on the "extension" was progressing rapidly, and as the Legislature had provided no means except the lottery grant, to meet the demands on the Treasury, the President was authorized, June 16, 1859, to execute a mortgage to Trustees of that part of the road, and bonds were issued to the amount of \$100,000, having twenty years to run, interest at 6 per cent. per annum, payable semi-annually. Messrs. Bringham, Sharpe, and Ross were appointed a committee to negotiate the sale of these bonds which were disposed of at 60 per cent. of their face, a considerable amount being used in payment of the contract or as the work progressed. The Company was greatly assisted in building the "extension" by the authority given the New Castle and Frenchtown Company, to take up and sell the iron rails on a part of their railroad not used: these were bought by the Delaware Railroad Company and paid for in its stock. The iron was used south of Seaford, and proved to be of the best quality English railway iron, a part of which has remained until recently in the track.

The bridges over the Nanticoke River and Broad Creek were completed, and the rails laid to "Delmar," the new station at the Delaware and Maryland State line, by December 20th.

The Eastern Shore Railroad Company had put under contract the 1st section of their road, from the State line to Salisbury, so the Company was assured of the early completion of a continuous railroad to "Somers Cove," eighty-four miles from Norfolk by steamers, which in the opinion of President Harrington, "would realize the idea of a southern route of travel by the most perfect line."

Mr. Sewall's estimate of the cost of the thirteen miles of railroad, from Seaford to the State line, including the bridge over the Nanticoke River was "\$130,000, provided contracts were made for cash." The actual cost as shown by the Treasurer's statement was \$164,073. The extension mortgage bonds (\$100,000) issued to pay for this work were sold, as we have seen, at 60 per cent. of their face; a discount of \$40,000; had the State lent its credit to the Company the bonds would have sold at par, as in a former instance, and the saving of discount would have reduced the cost of the extension to less than the engineer's estimate; the Lessee had generously consented to accept this part of the Delaware Railroad under the lease, and to pay the interest on the mortgage loan, and to this security was added the further guarantee of a perpetual sinking fund, to pay off the debt at maturity—such were the guarantees proposed and rejected by the State.

The length of the Delaware Railroad from Delmar to its junction with the New Castle and F. Town Railroad, measures $83\frac{82}{100}$ miles. From Philadelphia to Delmar, the distance by railroad is 125 miles, add to this "The Eastern Shore Railroad from the State line to Somers Cove, thirty-eight miles, measuring in all 163 miles by railroad and 84 miles by steamers to Norfolk, and we have the whole distance from Philadelphia to Norfolk by this route, 247 miles.

Though the Board had every reason to believe that the Eastern Shore Railroad would soon be completed, they still kept in view the route by steamers down the Nanticoke River, which presented the real or fancied advantage of having the steamboat terminus within the State, at their own wharves, and under the immediate control of the Lessee. Several thousand dollars had been expended in obtaining the removal of the bridge over the Nanticoke River at Vienna, before referred to, and in cutting off a point projecting into the river near the wharf.

It was understood that "the Seaboard and Roanoke Railroad Company" was building steamers for this route, and had nearly completed one of them; sometime in the following year, 1860, the President reported to the Board that "a steamboat connection had been made with Norfolk, which was altogether in the hands of other parties, and though not

hitherto conducted with much regularity, has added considerably to the business of the road." Soon after this the war broke out, and all communication with Norfolk by passenger steamers from Seaford was suspended, never afterward to be resumed.

Since 1854 the President had been greatly annoyed by a law suit brought against the Company by McCullough, Lentz & Co., contractors. Under the first contract to build the road and wharves at Dona and Seaford, after the union with the upper Companies, a refusal on the part of the contractors to prosecute the work with sufficient force had given cause of dissatisfaction, which ended in a resolution by the Board declaring the contract forfeited. The suit for damages claimed by the contractors had been for some time pending in the United States Circuit Court in Philadelphia; at length, in the latter part of 1858 a compromise was effected on favorable terms, and the contractors, on their executing a release of all claims against the Company were paid \$3500 and the suit was dismissed.

The Stockholders in April 1857 had passed a resolution, agreeing to apply the dividends as they accrued for two years on their stock, toward finishing the road.

The rent had been promptly paid by the Lessee, and the dividends due after January 1st 1859 were received in cash until the failure of the lottery grant, when another suspension of cash dividends was found necessary, to meet the large floating debt contracted on the faith of its being met by the appropriation from this fund. The dividends of July 1862, and January 1863, were applied to the payment of the Company's debts; but an equivalent in stock was credited to the shareholders with the consent of the Lessee, and the dividends, thereafter, were paid in cash, subject to the deduction of the United States Tax.

As we have seen, the Delaware Railroad was completed, to the State line, just before the commencement of the war. The Eastern Shore Railroad was opened from the State line to Salisbury, Md., in 1860, leaving 32 miles to be completed. It was supposed by the managers of the Companies interested, that the United States Government would deem this safe and convenient line for the transportation of troops and army supplies to Fortress Monroe, of sufficient importance to undertake, on Govern-

ment account, the completion of the Eastern Shore road to Somers Cove. In this their hopes were not realized, and this enterprise shared the fate of many others of the kind, projected at that period; work was suspended until after the war, and the road was not opened to Crisfield, its terminus, until November 1866. In 1861, the Government deeming it important to have Telegraph communication with the Capes of the Delaware Bay, erected a telegraph line which was greatly needed by the Company; and extended it down the Delaware Railroad line as far as Harrington Station, and thence by the line of the Junction and Breakwater Railroad to the harbor at the Delaware Breakwater. Their wires were soon after carried to Seaford.

THE PLANTING OF PEACH ORCHARDS.

Notwithstanding the general depression in business during the early years of the war, the local travel and transportation on the Delaware Railroad continued to increase, and in 1864 was much larger than in any previous year; we find enumerated among the principal articles of produce transported 736,000 baskets of peaches. A sketch of "Delaware Railroad" history would not be complete without giving to this industry, so intimately connected with it, a passing notice.

The cultivation of this popular fruit for the city market had been introduced into the State from New Jersey by Messrs. Ridgway and Reeves, whose extensive orchards on their farms near the Delaware River, a few miles south of New Castle, were planted as early as 1835; their example was followed by the Reynolds and others near Delaware City, and their success induced a few of the enterprising land owners near Dover to engage in the business. The orchards of Henry Todd, Esq., on the fine loamy soil near the town of Dover, Dr. G. Emerson on the heavier alluvial lands near the Delaware Bay, and of Jehu Reed, Esq., on the sandy loam near Frederica, all coming into bearing before the steamboat line was opened from Dona, proved by the fine quality of the fruit produced, that any of the dry, arable soils of Kent County were admirably adapted to the cultivation of peach trees. The fruit shipped to Philadelphia at that time by sail boats was readily sold at remunerative prices.

After opening communication with the city by the steamboat line from Dona in 1847, other

orchards were planted east of Dover, and the transportation of the fruit in its season afforded an important part of the freight, and added largely to the earnings of the Company.

It was not at first believed, by the peach growers, that the products of their orchards could be carried to market by rail in the same good condition as by steamboats; it was thought the close packing of the cars would heat the fruit, or the peaches would be bruised and spoiled by the jolting of the trains; they therefore gave up water carriage reluctantly, and after the Railroad line was opened, efforts were made to re-establish regular steamboat communication with Philadelphia and New York from Mahon River, and other landings on the Delaware Bay. But this prejudice against the Railroad as a carrier of peaches did not continue longer than it was shown by actual experience, that by the use of the cars, which had been especially fitted up for their transportation, the fruit could be carried with perfect safety, in good condition, and with greater expedition by rail than by steamboats. The profits derived by the growers who first engaged in these shipments, were far greater than from any other products of the farm raised at equal cost: their success soon became known to the farmers and land owners on the line of the road, and in a few years peach orchards had multiplied to such an extent that it became a question, whether the immense product could be transported by rail in season, and delivered safely, or if delivered, such large shipments would not glut the the City market, and render the fruit valueless.

As I have said, nearly three quarters of a million of baskets of peaches were shipped over the Railroad from Delaware in 1864, to Philadelphia and New York. This was by far the largest crop that had ever been forwarded to market from this State, and as, perhaps, not more than one fourth of the trees planted were in full bearing, some estimate could be formed of the enormous quantity for which transportation would have to be provided in future years.

SUITS BROUGHT AGAINST THE LESSEE BY PEACH GROWERS.

The capability of the road was fully tested at this time, the season for shipment only lasting about six weeks, and at one period of the ripening of a large quantity of fruit in ex-

remely hot weather, the Company being embarrassed for want of the requisite number of cars, in consequence of a large and unexpected demand on their rolling stock by the United States Government for transportation of army supplies, they were unable at once to accommodate the peach growers, and a part of the fruit was left over night at the stations on the road, and a considerable quantity was damaged by exposure and delay. As prices had been well maintained, this was a great disappointment to the owners of the peaches, who claimed damages of the Lessee of the road for the loss sustained. On the part of the Lessee, it was shown that the growers had estimated the crop before it ripened at little more than half the number of baskets delivered, and that the Company had for the first time, this season, effected an arrangement for the peach growers, by which, in connection with three other railroads, direct communication had been opened with New York; and that even with the disadvantages attending the first year of this experiment all the fruit would have been safely delivered, if the crop had at first been fairly estimated, and timely notice given to provide for its transportation.

It would have been wise to have settled these claims out of court; but suits were instituted by some of the peach growers against the Philadelphia, Wilmington & Baltimore Company. They came to trial in the following year, and the damages awarded by the juries in the "peach suits" were, in some instances, so exorbitant as to surprise even the plaintiffs. The Company settled the claims of other parties by compromise, thus ending the contest.

LEGISLATION IN 1865.

During the session of the Legislature of 1865, renewed efforts were made to influence that body to grant aid for building railroads to connect those already projected in this State and in Maryland, with the harbors on the Delaware Bay and River. This action was deemed to be hostile to the interests of the Delaware Railroad Company. The Board of Directors requested the president to lay before the Legislature the remonstrance of the Company presented at a former session against such grants, and further resolved, "That the building of these side lines, except the Junction and Breakwater Railroad, will not only tend to impair the profits of the company, but

will also impair the value of its stock and securities, by endangering its lease with the Philadelphia Wilmington & Baltimore Railroad Company, as well as its ability to contribute its share of the tax which the Legislature has imposed on passengers." The Legislature paid little or no regard to the Company's remonstrances; partaking largely of the the extravagant spirit that prevailed throughout the country after the war, and started into life so many railroad schemes of no practical importance; they granted charters to no less than three new companies, with the right to connect with any other railroad upon such terms and conditions as should be agreed upon between the companies so uniting, "with the privilege of extending their roads to navigation on the Delaware Bay."

At this time the people of the State were heavily taxed for the payment of interest, and for the gradual reduction of the "war debt", and the positive exemption from taxation by the terms of the charter, did not relieve the Railroad from being required, indirectly, by State enactment to pay into the Treasury, as taxes levied upon the Lessee, a large portion of the annual revenues of the State.

The fear of "State debt" seems to have subsided as the means were discovered for its extinguishment. The Legislature at this session (1865) granted substantial aid to the Junction and Breakwater Railroad Company to complete their road to Lewes. The State Treasurer was directed to cause bonds of the State to be issued to the amount of \$400,000 and to deliver to the Directors of the Junction and Breakwater Railroad Company said bonds, to the amount of \$352,000 in four instalments, as subscriptions to the capital stock of the company should be made and *paid in*, in amounts "of \$50,000 until the stock subscriptions should amount to \$200,000," when he was directed to deliver the last instalment of said bonds. As security for the above loan, "the State required a first mortgage for four hundred thousand dollars on the railroad and its appurtenances, and that the forty-eight thousand dollars of bonds retained by the State Treasurer from the loan be sold, and the proceeds applied to the payment of interest for two years on the Company's mortgage."

This act of the General Assembly secured the completion of a connecting road, which

had always been considered an important part of the system of railroad improvements in the State, and as especially needed in opening, by rail, easy communication between the cities of Philadelphia and Wilmington, and the Delaware Breakwater.

Though the Delaware Railroad had not shared the benefits derived by other railroads more directly in the line of Government transportation during the war, which had proved a profitable source of their revenues, yet the local business had steadily increased, and now that peace was restored to the country the Board was looking forward to large accessions to the earnings of the road from the general revival of business.

DEATH OF PRESIDENT HARRINGTON.

Near the close of the year 1865, when these prospects were brightest, the Company lost their President, and the State one of its most distinguished citizens in the death of Chancellor Harrington. For several years he had been in feeble health; but with his usual energy and courage he continued to give strict attention to the duties of his high Judicial position, and had by no means relaxed his interest in the improvements that were making on the line of the road. Judge Harrington had held the office of President of the Company from the date of its organization, except for a few weeks in December, 1852, when in deference to the opinion frequently expressed that a "Corporation office was regarded as conflicting with his judicial position," he resigned. The vacancy was filled by the appointment of the Rev. T. B. Bradford, a member of the Board, until the annual meeting of Stockholders January 10, 1853, when Judge Harrington was unanimously re-elected.

FILLING VACANCIES IN THE BOARD.

Soon after the death of the President, a meeting of the Board was called and appropriate resolutions were passed, expressing their high appreciation of his services in the leading part he had taken from the beginning, in an enterprise which had proved to be of such great public importance, and as a record of their high estimation of the talents, virtues, and integrity for which he had been eminently distinguished. The Board at this meeting filled the vacancy by unanimously electing Samuel M. Felton Esq., President of the Company. Mr. Felton had one year before resigned

the office of President of the Philadelphia, Wilmington and Baltimore Railroad Company on account of ill health, from which he was now happily recovering.

Since the re-organization of the Board of Directors in 1853, few changes had taken place in its members. Hon. E. W. Gilpin, in accepting the office of Chief Justice, tendered his resignation as a Director of the Company in 1857, and was succeeded by Jesse Lane Esq., who declined a re-election in 1859, and Joseph Bringhurst Esq., was appointed in his place. Vacancies, caused by the resignation of Ex-Governor W. W. Ross, in 1863; and by the death of Albert Curry Esq., in 1864, the latter having succeeded Rev. Thomas B. Bradford in 1857, were filled by the election of Jacob Moore, of Georgetown, and Manlove Hayes of Dover.

The following Directors were chosen at the annual meeting of Stockholders, January 11, 1866. Samuel M. Felton, President, Isaac Hinckley, Andrew C. Gray, Charles I. DuPont, Jesse Sharpe, Joseph Bringhurst, Henry B. Fiddeman, Manlove Hayes, Isaac Jump, Alexander Johnson, William W. Ross, Charles Wright and Jacob Moore.

At this meeting, President Felton submitted a brief report to the Stockholders, giving the following summary of the earnings and expenses for the year ending October 31st, 1865, to wit:

EARNINGS.		EXPENSES.	
From Passengers.....	\$173,507.13	Operating Roads.....	\$241,587.24
" Freight.....	137,552.99	Interest on Liabilities and	
" Express.....	5,332.02	dividend on Stock.....	92,902.58
U. S. Mail.....	7,381.86		
	<u>\$323,774.00</u>	Less value of old rails....	<u>8,000.00</u>
Loss to Lessee.....	2,715.82		\$326,489.82
	<u>\$326,489.82</u>		

The Sinking Fund amounted to \$52,549.68. Treasurer Allee's balance sheet of January 1st, 1866, shows a considerable increase in the construction account since the road was opened in 1856, which will be seen by referring to the financial statement of that year:

Delaware Railroad Co., Jan. 1st, 1866.

Cost of construction of 84 miles of railroad, including the extension to the State line:

DR.	CR.
Construction.....	Capital Stock.....
\$1,561,971.76	\$ 594,261.06
	Bonds, including Extension Mortgage Bonds.....
	912,251.00
	Sundry amounts from other sources.....
	55,459.70
<u>\$1,561,971.76</u>	<u>\$1,561,971.76</u>

The construction account had been considerably augmented by charging up the cost

of new improvements, and the differences in weight of the new iron rails used in the track to replace the old 50 pound rails first laid, and which were found to be too light for the heavy freight trains required to move the crops.

BRANCH RAILROADS.

The Railroad Companies on the eastern shore of Maryland had resumed work, and were making rapid progress toward the State line, three of these Companies had solicited aid of the Delaware Railroad Company to assist them in completing their roads, and it was determined by the Board of Directors to render aid so far as to construct, at the expense of the Company, the parts of the connecting railroad lines located within the limits of Delaware. The Board also consented to accommodate the town of Smyrna by building a short branch railroad from the station into the town. The business men of the place had organized a company to build this branch for the want of which they had suffered great inconvenience. They had lost the advantage of a proposed line of survey running nearer the town, when the road was located; by not giving sufficient encouragement to the Company to warrant the additional expense, which would have been incurred by changing the direction of the line for their accommodation.

In June 1866, Messrs. Felton and Hinckley, (the Presidents of the two roads,) were authorized to contract for the construction of the branch Railroad, from Smyrna Station, (now Clayton,) to the town of Smyrna, a distance of one and a half miles. And at a subsequent meeting, December 20th, full authority was given the President, with the consent of the Lessee, "to locate and construct a single track road, from Townsend Station westerly to the State line," to connect with the "Kent County (Maryland) Railroad; and to issue stock of the Delaware Railroad Company, to an amount sufficient to pay for building the road." This branch was afterward extended to Massey's about four miles within the limits of the State of Maryland, at the junction of the Kent County Railroad, with the Queen Anne and Kent Railroad.

A branch Railroad from Seaford to the State line, to connect with the Dorchester and Delaware Railroad, was also authorized June 24th, 1867, and to further assist the last mentioned Company, in the building of their

road from the State line to Cambridge. The Board of Directors of the Delaware Railroad Company, with the consent of the Lessee, loaned to the Dorchester and Delaware Railroad Company, a certificate for 2,500 shares of Delaware Railroad stock, to be used as collateral in obtaining money to prosecute the work. The Dorchester and Delaware Railroad Company, deposited with the Delaware Railroad Company their bonds for \$100,000, as security for the loan. The stock thus issued was carried on the book of the Delaware Railroad Company until 1873, when the bonds were redeemed and the certificate of stock canceled.

Though separate charters were obtained for each of the branch Railroads, above mentioned, they were built under the auspices of the Delaware Railroad Company, and the cost of their construction paid by the sale of the Company's stock. When completed they were included in the lease by consent of the Lessee as constituting a part of the Delaware Railroad.

At the annual meeting in January, 1870, President Felton had the satisfaction to report to the Stockholders the completion of the three branch roads referred to, as well as of the Junction & Breakwater Railroad to its terminus at Lewes, and the Maryland & Delaware Railroad, from Smyrna station to Easton, Md., carrying into practical effect the first intention of making the Delaware Railroad the "trunk line" for all the Railroads on the Peninsula.

Soon after the completion of the Eastern Shore Railroad an attempt was made to establish a through route to Norfolk, and in 1867 an express train was run from Wilmington to Crisfield, 135½ miles, in connection with a daily line of fast steamers.

The time made between Norfolk and New York by this route was from 3½ to 4½ hours shorter than by any other; but to run in close connection with the Southern roads terminating at Norfolk, it was found necessary that the steamboats should leave that harbor at about 7 o'clock in the evening, and the trip to Crisfield requiring but 7 hours, it was near midnight when the passengers were transferred to the cars. The inconvenience of this arrangement, by which travelers coming North were disturbed at an unseasonable hour was con-

sidered so objectionable that preference was given to the route by the "Old Bay Line" of steamers; which, though less expeditious, gave better opportunities for rest before reaching Baltimore, where close connection was made with the early morning trains.

The Southern railroads entering Norfolk were operated in the interest of the competitors of the "new line," and as no better arrangement for passengers could, under the circumstances, be expected, after continuing the experiment for a year or more at considerable loss, in 1868 the steamboats and fast trains were withdrawn, and the through route to Norfolk was abandoned, except as a freight line.

LOSS TO THE LESSEE.

It was found by the Lessee in operating the Delaware Railroad that the gross earnings, after paying the operating expenses, sometimes exceeded, but more frequently fell short of paying the rent. The great value of the road to the Lessee in adding to the traffic and consequently to the revenues of their main line was fairly acknowledged and highly appreciated; but the question above referred to had given rise to a difference of opinion between the two Boards, as to the proper mode of adjusting this account under the contract.

The following extract from the President's report of 1869 presents the question at issue and the manner in which it was settled, to wit:

"The question how to treat the loss to the Lessees in operating the road arose some time since,—the Delaware Railroad contending that each year was to be considered by itself, without reference to any other year; that if there was a loss it was to be borne by the Lessees, while if there was a gain it was to be divided equally between the Lessee and the Lessor. The contract leaving the matter in doubt as to its legal interpretation, it was, after much discussion, agreed to leave the decision to Chancellor Bates and the President of the Philadelphia and Reading Railroad. The referees did not agree as to the legal construction of the contract. They were then asked to decide the matter upon its equity. Here they also disagreed as to the manner of making up the losses to the Lessee; one contending that the whole surplus should be credited to the loss account till it equaled the losses, without interest on either side; and the other contending that only one-half of the surplus should go to the credit of losses, while the other half should belong directly and wholly to the Lessee. In this dilemma the President of the Lessor and the President of the Lessee agreed to divide the difference between the referees, to wit: that one-quarter of the surplus should go to the Lessee and the other three-quarters should go to dimin-

ish losses, without interest on either side, till said three-quarters shall equal the losses, and then that the surplus shall be equally divided, so long as there shall be any surplus, annually. Should losses again occur at any time during the lease, they will be treated in the same way as those now and heretofore existing."

RESIGNATION OF OFFICERS.

In 1870, E. Q. Sewall and A. Brown Esq., the Assistant Superintendent and Freight Agent, respectively, in immediate charge of the construction and transportation on the Delaware Railroad under the Lessee, resigned the offices they had held since the road was opened, to accept more responsible positions in another company. Mr. Sewall had been connected with this Company as Engineer and Assistant Superintendent for fourteen years, and his valuable services, in both capacities, had been frequently acknowledged by the Board. Mr. Brown had also the entire confidence of the Company in his Department. From this time forward the road has been operated as the "Delaware Division" of the Philadelphia, Wilmington and Baltimore Railroad, under the immediate control and management of H. F. Kenney Esq., Superintendent, with Isaac Mills Esq., as General Agent.

In March of this year, (1870,) the Company was deprived of the services of Mr. Allee, Secretary and Treasurer, who was disqualified by a severe stroke of paralysis, from performing his official duties, and in May following the Board appointed Mr. Hayes (one of the Directors of the Company) to fill these offices temporarily, and at the next annual meeting he was elected Treasurer and Secretary of the company. Mr. Allee being permanently disabled, the Board passed resolutions "tendering to him their thanks for his long and faithful services rendered the Company, and their sympathies with him on account of his illness."

IMPROVEMENTS AND REPAIRS—DAMAGE BY THE GREAT RAIN STORM.

The improvements on the line of the Delaware Railroad and its branches under the liberal policy and admirable management of the Lessee, were more and more apparent every year. Renewals and repairs, wherever needed, were supplied without stint. As an evidence of this, 40,265 new cross-ties and 698 tons of railroad iron were, in 1870, used in the track now being re-laid, with 57 pound rails, and fish-joint fastenings—a great improvement over the old superstructure. To make the im-

provements referred to, and afford ample accommodations for the increased and growing business of the road, the Company found it necessary to acquire by purchase additional grounds at Clayton, Smyrna, Dover, Wyoming, and several of the less important places. Sidings were lengthened, and new ones laid at many of the stations, in anticipation of heavy peach crops.

The planting of peach trees and other fruits, on a large scale had extended far down the Peninsula, and on the branch roads, wherever the soil was adapted to their growth.

In the month of August 1873, during the season of the heaviest peach shipments, a local rain-storm, unprecedented in force or rain-fall, occurred in that part of New Castle county near the Chesapeake and Delaware canal, resulting in great damage to the road. Twenty-four culverts, many of them built of stone, were washed out between St. George's Station and Middletown, and a torrent of water from the adjoining slopes, and from the canal reservoir, caused by the breaking of its banks, overflowed the low ground above the railroad bridge and rushing with irresistible force against the north abutment, carried it away and utterly demolished the embankment, in that place 30 feet in height and 200 feet in length. This disaster stopped the running of the trains for seven days, during the height of the season for fruit transportation, and to the loss and damages to the Lessee by the flood, was to be added the diminished receipts from freight, on this perishable commodity amounting to many thousands of dollars.

The Officers of the road with a corps of well trained men soon erected a superstructure of trestle work, to replace the embankment at the canal, and repaired or bridged over the breaches in the road; and in a shorter time than was thought possible from the extent of the damages, the track was put in good order for trains. This is the only interruption to transportation, for more than a few hours at any one time, from accident or disaster of any kind, to be recorded during the twenty-five years of the operations of The Delaware Railroad.

INSOLVENCY OF CONNECTING RAILROADS.

Some of the railroads on the Peninsula connected with the Delaware road, were encumbered with debt; and it was not improba-

ble they would be sold for the benefit of their Stockholders or Bondholders at a period more or less remote "and in order that the Directors might have authority to acquire, by purchase, such roads if their acquisition was desired by the Board," at the Stockholders Meeting January 8th 1874 full power was given the Directors to negotiate and complete the purchase of any such roads, and to arrange a mode of paying for the same without further action of the Stockholders, but with the consent of the Lessee of this road"

RENEWAL OF LEASE.

It may be proper here to state that notice was duly given by the Lessee of the road, that in accordance with the provisions of the original contract they had "elected to renew the lease of the Delaware Railroad for twenty one years longer, at the expiration of the first term, May 4th 1876."

IMPROVEMENTS ON THE LINE OF THE ROAD.

The aspect of the country near the Delaware Railroad had undergone many important changes in the twenty years since the opening at Seaford. During that period, and more especially in the years of active business prosperity that succeeded the war, and before the financial disasters of 1873 overtook the country and paralyzed business, improvements were everywhere to be seen springing up in town and country on the line of the road. Well cultivated farms had succeeded to the dense forests and jungle that stretched for miles together on the borders of the roadway when it was first opened. New villages had grown up at Clayton, Wyoming, Felton, Harrington, Farmington and other principal stations. Tasteful residences, public schools, academies and churches in the larger towns presented inducements to people seeking new homes, and brought many settlers to their neighborhood. The substantial and attractive appearance of the new brick Passenger Depots and grounds, ornamented with plants and flowers, which were now to be seen at many of the stations, showed the traveler that the managers of the railroad were performing a commendable part in thus educating, cultivating and refining the tastes of the people. In all the plans for improving the Delaware Road, the Presidents of the two Companies were in full accord, and Superintendent Kenny's instructions were promptly and ably carried out by the General

Agent, Mr. Mills, and the employees of the Company.

FRUIT TRAFFIC.

The plantations of small fruits as well as of peaches, which everywhere abounded, proved to be a great blessing to the people of the Peninsula in the period of the "Hard times." The ready money returned from their sale in the cities was distributed largely for labor among all classes in the country, and the operations of numerous fruit canning, and evaporating establishments, gave employment to many hundreds of women and children.

The quantity of fruit shipped by railroad from year to year varied greatly; the crop of peaches, especially, was subject to disaster, by frost and other climatic influences, as well as from the attacks of curculio. Sometimes the fruit was only destroyed in certain sections of the country, leaving enough unharmed at other places to supply the markets; at other times, perhaps, but half a crop was left; and if it so extended throughout the peach growing region, the returns from sales would prove more satisfactory than from a full crop by which the markets would have been glutted with inferior fruit and the prices consequently low. The heaviest crop of peaches ever grown on the Peninsula or shipped over the Delaware Railroad was in 1875. Conferences were held between committees appointed by the fruit growers, and the railroad authorities, to arrange for the shipment and distribution of so large a crop, estimated at five or six millions of baskets.

The schedule of freight charges, embraced all the large cities within the distance to Chicago and Cincinnati in the West, and to Boston at the East. The extent of the shipments will be shown by the following items from President Felton's report of 1876.

"The total number of baskets of peaches sent to market over the Delaware Railroad was 4,536,751, and of car loads, 9,072. The highest number of baskets shipped in one day 209,000, and of loaded cars, 418;" beside peaches, 905 car loads of berries and other fruits were sent to market in this prolific year.

The season for fruit shipments was short; for peaches, not exceeding six weeks; the moving of this crop requiring the use of an unusually large number of cars, as those sent to distant places could not be unloaded

and returned in less time than from two to four days. All the arrangements were complete, and neither accidents nor delays happened to the trains following each other in rapid succession.

The entire business of the season was successfully accomplished, but unfortunately for the profits of the Delaware Railroad Company, the greater part of the crop was grown in the northern part of the State: the haul was short, and its portion of the earnings comparatively small.

FINANCIAL AFFAIRS.

The results of the Centennial year, 1876, fell short of the expectations of the Company. The gain in the transportation of passengers, as compared with the previous year was \$11,762; over $12\frac{1}{2}$ per cent.; but the loss in freight, &c., was \$29,777; nearly 28 per cent. The loss in freight earnings this year was in consequence of a light peach crop, and a considerable reduction in freight charges.

The first mortgage and guaranteed loans of the Company amounting to \$600,000 became due July 1st, 1875; and the Board provided for the payment of the bonds by authorizing a new 6 per cent. loan of \$650,000 payable in twenty years, and secured by a mortgage on the main line of the Delaware Railroad and on all its branches.

The Lessee of the road guaranteed the payment of the principal when the bonds mature, and interest semi-annually as it accrues. These bonds are convertible into the capital stock of the Company, or can be registered at the option of the holders. The mortgage was made to "The Fidelity Insurance Trust and Safe Deposit Company," of Philadelphia, in trust; and that Company was constituted the agent of the Delaware Railroad Company in negotiating the new loan, and in redeeming the two classes of bonds above referred to, as well as for registering and transferring the bonds of the new loan.

The accumulations of the Sinking Fund January 1st, 1876 amounted to \$183,559.40. from this sum \$175,100 was set aside to pay the State loan of \$170,000 with interest to July 1st 1876, when the bonds matured. It was estimated this would leave a balance of about \$26,500 to be applied with its accumulations to the payment of the extension mort-

gage bonds when they matured, January 1st, 1880.

To the cost of the Delaware Railroad has been added that of the Townsend Branch to Massey's Junction: the Dorchester Branch from Seaford to the State line: and the Smyrna and Smyrna Station Railroad, as well as the cost of the improvements before referred to, and also the difference in price between steel and iron rails on eleven miles of track, where steel rails have been substituted for iron.

These additions to the construction account have been paid for by the issue and sale of the Company's stock.

The branch Railroads when completed were accepted by the Lessee, but underlet to the companies or parties operating the connecting roads.

The Dorchester and Delaware, and the Kent County Railroad, as well as the Chesapeake and Delaware, extend to the navigable waters of the Chesapeake Bay: and the Delaware Railroad has been subjected to the rivalry and competition of river navigation, in obtaining the traffic over these lines.

SEASHORE RESORTS.

The Junction and Breakwater Railroad with its extension to Rehoboth, and connecting roads from Georgetown to Franklin City, on Chincoteague Sound, have passed into the hands of the Old Dominion Steamship Company, and is operated in connection with a line of steamers from the Delaware Breakwater to New York.

A popular sea shore resort has been established under the auspices of a Methodist Association at Rehoboth beach. And another sea side resort is located further South on a strip of beach between Assateague Bay, or Sound, and the Atlantic Ocean, on the Maryland sea-coast, called "Ocean City". It is reached by the Eastern Shore, and the Wicomico and Pocomoke Railroad and is about 120 miles from Wilmington. The travel to and from these sea side resorts, over the Delaware and connecting roads, has afforded a considerable addition to their annual revenues.

CONCLUSION.

In concluding this sketch, the writer has presented a statement showing the cost of the Delaware Railroad, its branches and improvements, to the 1st of January, 1880, to which has been added the length of the

main line and its branches, as well as of the connecting railroads on the Peninsula: embracing an extent of territory in Delaware and Maryland, estimated at 5,388 square miles; upon the local business of which, these roads and others projected, must mainly depend for their earnings, with the prospective advantages that must be derived from their further extension through the more southern counties of the Peninsula in Maryland and Virginia, and ultimately by the renewal of a steamboat line to Norfolk.

This system of railroads, comprising 430 miles already completed, if combined under one intelligent management, (as it is probably destined to be at some future day,) would more perfectly and rapidly develop the resources of a country, which though separated from other States by intervening bays, yet is so located as to reap the advantages derived by easy access to the markets of three great cities for the varied products of its fertile soil, and the inexhaustible supply of fish, and shell-fish, which abound in the waters of its numerous bays and rivers.

Since January, 1866, some changes have taken place in the names of Directors, that have not been mentioned.

In 1870, Charles Warner was elected to fill the vacancy caused by the death of Hon. Chas. I. DuPont, who was, from its re-organization in 1853, a zealous and influential member of the Board. In 1871, J. Turpin Moore, of Laurel, was elected a Director in the place of Jacob Moore, of Georgetown. James J. Ross, succeeded his father Ex-Governor Ross the same year. And after the decease of Jesse Sharpe, in 1873, Edward Bringham, Jr., was elected to fill the vacancy.

In the financial statement of Treasurer Hayes, of January 1st, 1880, the cost of the Delaware Railroad is given, as follows:

THE DELAWARE RAILROAD.	
DR.	
Construction Delaware Railroad.....	\$1,836,843.85
Smyrna Branch.....	33,847.14
Dorchester Branch.....	109,993.75
Townsend Branch.....	223,641.00
	<hr/>
	\$2,204,335.74
Sundries chargeable to construction.....	2,394.15
	<hr/>
	\$2,206,719.89
CR.	
Capital Stock.....	\$1,456,719.89
Bonds, Extension Mortgage, January, 1880....	\$100,000
" Guaranteed Convertible Mortg., July, 1895.....	650,000
	<hr/>
	\$750,000.00
	<hr/>
	\$2,206,719.89
Sinking Fund to be applied to payment of Extension Mortgage Bonds.....	\$56,361.67

LENGTH OF THE DELAWARE RAILROAD AND CONNECTING PENINSULAR RAILROADS.

	Miles.
The Delaware Railroad, from Rodney Station, (Junction with New Castle and French Town Railroad,) to Delmar, (Delaware and Maryland State line)	83.82
The Townsend Branch Railroad, (to Massey's Junction, Md.)	9.50
The Smyrna Railroad, (Clayton Station to Smyrna)	1.51
The Dorchester Railroad, (Seaford to Maryland State line)	5.67
Total Delaware Railroad and Branch Railroads.....	100.50
Eastern Shore Railroad, (Delmar to Crisfield, Md.)	38.
Kent County Railroad, (Delaware Bay to Nicholson, Md., via Clayton)	50
Queen Anne and Kent Railroad, (Massey's Junction to Centreville, Md.)	26
Delaware and Chesapeake Railroad, (Clayton Station to Oxford, Md.)	53.75
Dorchester and Delaware Railroad, (Delaware State line to Cambridge, Md.)	28
Junction and Breakwater Railroad, (Harrington to Rehoboth)	45
Breakwater and Frankford Railroad, (Georgetown to Shelbyville)	19.03
Worcester Railroad, (Shelbyville to Franklin, Md.)	36
Wicomico and Pocomoke Railroad, (Salisbury to Ocean City, Md.)	33
Worcester and Somerset Railroad, (Junction Eastern Shore Railroad to Newtown)	10

Length in miles of single track Peninsula Railroads.... 439.28

Season.	Car Loads Peaches	Car Loads Berries.	Weight Tons.	P. W. & B. R. Co. Proportion of Revenue.	Southern Division.	Delaware R. R. Co. Proportion of Revenue.	Total Revenue.
1867	2056	20	17,049	\$47,944.31	\$23,899.88	\$66,666.00	\$738,510.19
1868	23	20	206	694.76	264.57	665.28	1,614.61
1869	4019	182	34,220	107,670.25	41,473.10	81,727.37	230,870.72
1870	2707	282	22,783	60,085.90	29,078.63	70,228.93	159,393.46
1871	5004	313	39,565	115,999.67	59,274.20	120,429.66	286,793.53
1872	4091	505	38,466	85,858.42	39,074.24	71,283.43	196,216.09
1873	2855	688	32,560	72,170.65	29,368.86	116,890.62	218,430.13
1874	1266	714	18,102	44,206.20	16,292.44	49,166.80	109,665.44
1875	9072	905	92,068	130,444.64	63,875.85	122,207.73	316,528.22
1876	2117	882	24,455	49,931.25	23,257.64	52,800.55	125,980.44
1877	4003	638	37,109	72,639.76	34,575.23	94,429.13	201,644.12
1878	869	771	13,111	29,031.95	11,916.06	44,972.22	85,920.23
1879	4327	646	39,782	85,098.04	38,465.19	115,321.63	238,881.86
	42,407	6556	409,476	\$901,775.80	\$401,815.89	\$1,006,879.35	\$2,310,371.04

Table showing the proportion of Revenue to the Delaware Railroad Co. of Fruit Traffic for 13 years, ending Oct. 31, 1879, as reported by the Lessee.

The editors of the *Aldine Publishing and Engraving Co.*, express their great appreciation of the foregoing paper. As a history of the Delaware Railroad, it is full of facts and data, presented in a readable form, and deals also with the general material interests of the State. It presents in a clear and instructive manner much that could not, in an equally limited space, be put before the reader touching the peach and other crops of the State. We think no one can rise from its reading without a feeling of greater interest in the success of the Road. Such publications cannot fail to be of great interest to the citizen and of benefit to the Corporation. We regard the article as of great literary as well as historical value.

NEW CASTLE TO FRENCHTOWN RAILROAD

This popular railroad route between the Delaware River and Chesapeake Bay featured one of the nation's first steam locomotives.

BY STEVE RENZI

In early September, 1833 in Frenchtown, Maryland, most of the townspeople and farmers from the surrounding countryside grew tired of waiting and went home. They had come to witness history: one of the nation's first - if not the very first - steam locomotive engines was due to come chugging down the tracks.

These people had seen a railroad before. In fact, the New Castle to Frenchtown line had been operating for several months. But, the horsepower used to pull the passenger and baggage cars was exactly that - horses. A steam locomotive was something new.

Chartered in 1831, the New Castle to Frenchtown Railroad had nearly 17 miles of track which had taken more than 1,000 men nearly 19 months to complete. The first locomotive engine actually came from Newcastle, England and it was shipped over to New Castle, Delaware - piece by piece. It took more than four months to assemble.

Once assembled, the Delaware was ready for its trial run. The first engineer was Edward Young, who had previous experience piloting river steamboats. Almost the entire population of New Castle and the surrounding area turned out for the send off. The Delaware, fueled by pine wood imported from the Eastern Shore, fired up, sparks flew out the smoke stack, and it headed westward, towards Frenchtown. The locomotive cruised at 15 m.p.h. and could reach the unheard of speed of 30 m.p.h. It should have reached the tiny settlement of Frenchtown in little over an hour.

It didn't. Fifteen hours later, the Delaware arrived. No one had thought to provide for, or bring along, one important necessity - water. Water for the steam. So, at every stream and spring along the journey, the locomotive was stopped, and crew members hustled out to fetch water.

In the early days of this steam locomotive, crew members used an interesting method to stop the train. According to historical eyewitness accounts, here's how it was done: When the engineer wanted to stop, he would shut off power, then "negro roustabouts" would rush forward, seize

hold of the engine in their hands, lean backwards and dig their heels into the earth. Then a station agent would thrust a fence rail between the spokes of the locomotive wheel, bringing the train to a halt.

Forgetting to bring water on the steam locomotive's first trip wasn't the only mistake this fledgling railroad company made. The first tracks laid were made of wood set on "sleepers" of stone. Even before the heavy

steam locomotive was introduced, the wood rails proved too fragile and the stone "sleepers" too inflexible. Both had to be completely removed and replaced.

Even so, from the very beginning the New Castle to Frenchtown Railroad was a popular and commercial success. The fare was 50 cents and thousands made the trip. At the railroad's peak from 1834 to 1837, more than 100,000 passengers traveled



Wooden rails for the New Castle to Frenchtown Railroad were supported on stone supports known as "sleepers." These sleepers are on display as part of a monument in Old New Castle.

each year. The railroad also hauled goods and helped open up new markets. Oysters from the Delaware River could be packed in ice on the wharf at New Castle, hauled to Frenchtown and then shipped to the hotels and inns of Baltimore and Washington.

A passenger traveling from New York would take a stagecoach to Philadelphia. From there, he would board a steamboat and sail from Philadelphia to New Castle. In New Castle, the railroad would take him across the Delmarva Peninsula to Frenchtown in little over an hour. In Frenchtown, the passenger would board another steamboat and sail westward across the Chesapeake to Baltimore or southward to Washington D.C.

From New Castle, there were four stations along the railroad route: Bear, Glasgow, a place called Marvin's Crossroads, and Frenchtown. The 1830s was an era before the telephone, even the telegraph, yet the New Castle to Frenchtown Railroad Company developed a simple and ingenious signaling system.

As a steamboat arriving from Philadelphia approached New Castle, on board a bell would start ringing. This would alert the area railroad workers to prepare. After the train was loaded up with goods and passengers and ready to depart, a large white ball made from stretched canvas over hoops of wood was hoisted up a tall wooden pole. Actually, for the first couple of years, the cupola of the New Castle Courthouse was used.

Using telescopes, the station agents at the next station could see the white ball raised and they would raise their own white ball to half mast to signal: train approaching. After the train stopped at each station, the ball was raised from half-mast to the top when it departed, signalling the next station down the line. Across the upper peninsula this system was used and became the origin of the word "highball" and the slang phrase "highballing it."

In less than a decade, the New Castle to Frenchtown Railroad became a victim of its own success. As railroad technology improved, competitors soon realized that the railroad could

become a dominant method of transportation. In the mid-1830s four different railroad companies were chartered to compete with the New Castle to Frenchtown line.

They soon merged. There was no reason to go to New Castle anymore. Now the rails could take you directly from Philadelphia to Baltimore and beyond, much quicker and faster.

It proved too much. The New Castle to Frenchtown Company was bought out and the route soon discontinued.

Frenchtown, the little riverport town on the Elk River that had survived the landing

invasion of Lord Cornwallis in 1776, and another British invasion in the War Of 1812 when it was burned to the ground, could not survive the disappearance of the railroad. It disappeared off the map in the 1840s.

New Castle, once a thriving riverport town, barely survived. It became an economic backwater, soon bypassed and dominated by Wilmington to the north. However, in contemporary times, this became a blessing. Much of New Castle's colonial-era architecture was preserved, not becoming a victim of the wrecking-ball of urban renewal. **DQ**

NEWCASTLE AND FRENCHTOWN



RAIL-ROAD.

PASSENGER CARS,
PROPELLED BY A LOCOMOTIVE ENGINE,
Leaves the Depot, at NEW CASTLE, for FRENCHTOWN,

EVERY MORNING,
Upon the arrival of the Steam-boat from Philadelphia, at about
Half Past Eight o'clock,
RETURNING
Leaves Frenchtown at about Half-Past Ten o'clock.

ANOTHER TRAIN OF PASSENGER CARS
Departs from New Castle, for Frenchtown, every evening, (except Sunday,) upon the arrival of the AFTERNOON BOAT, from Philadelphia, at about Six o'clock, and on return arrives about Nine o'clock.

Fare over the Road 50 cents.
Do., for excursion over the road and back . . . 50 cents.

R. H. BARR, Ag't.

New Castle, June 1st, 1833.
YOUNG, TRISTER, PHILADELPHIA.

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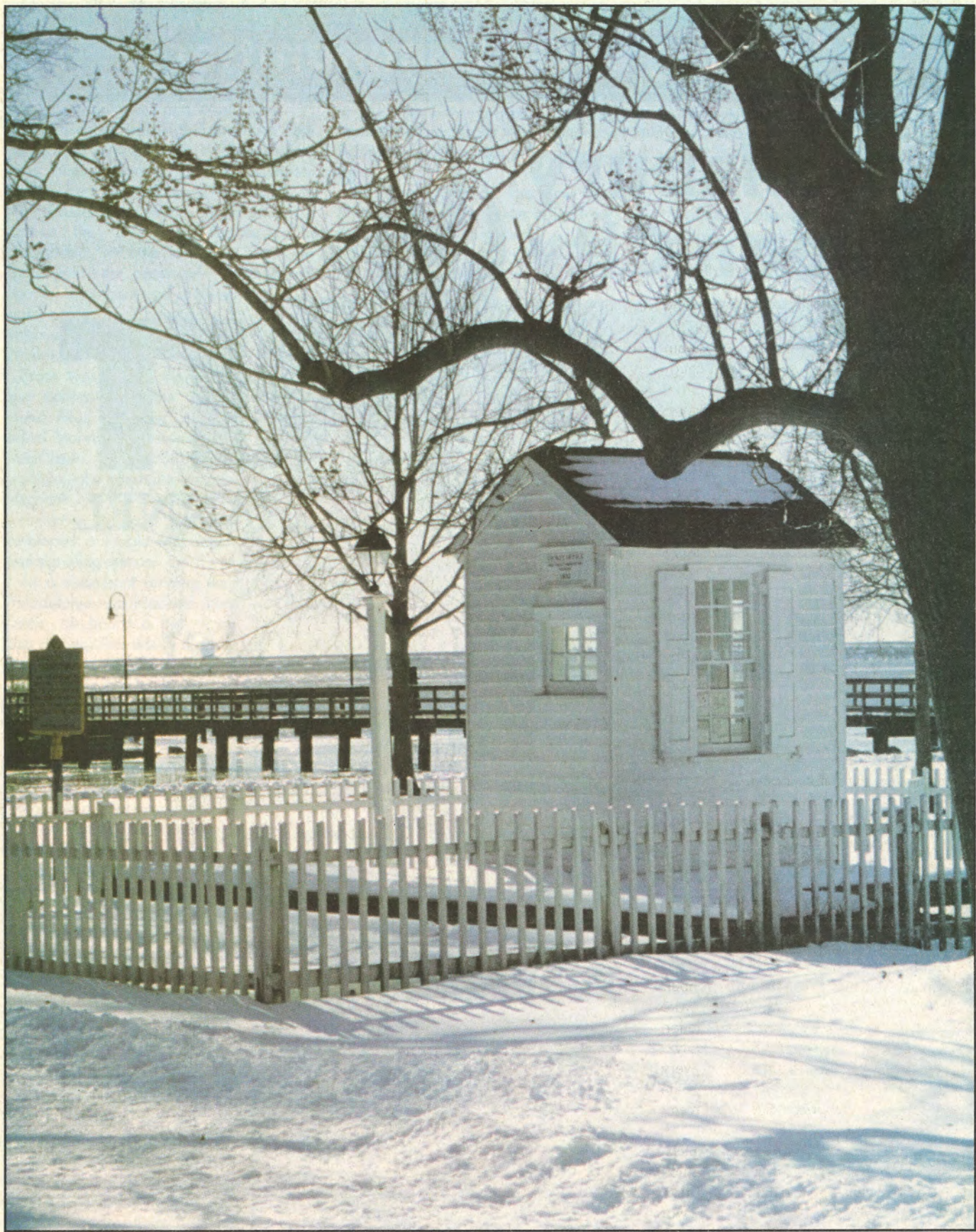






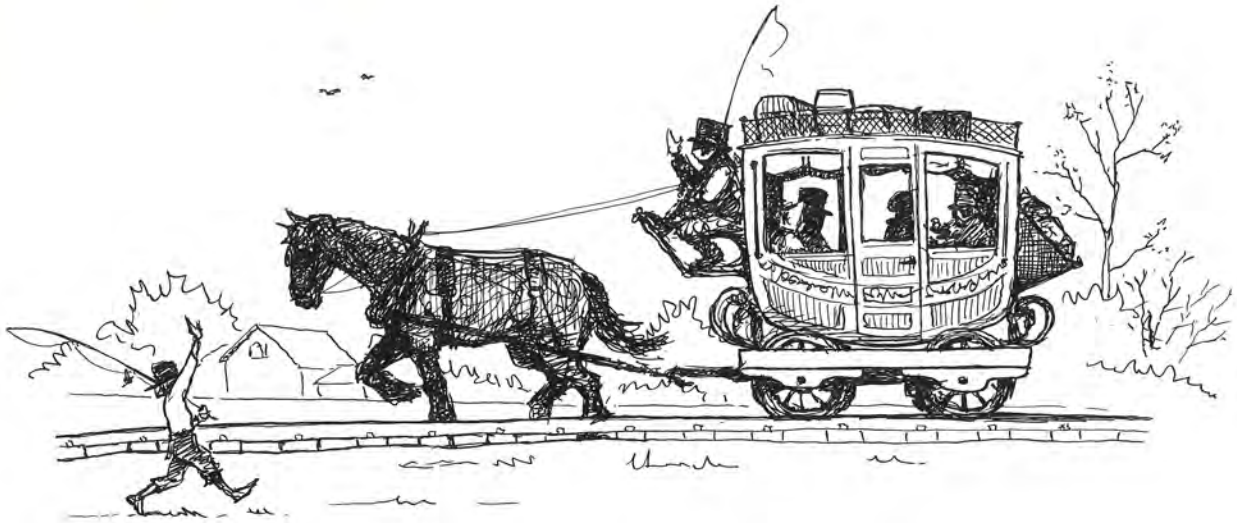


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STEVE RENZI PHOTOGRAPHS

One of the ticket stations for the New Castle to Frenchtown Railroad stands in Battery Park in New Castle.



The New Castle and Frenchtown Railroad

By ROGER TAIT

THE New Castle and Frenchtown Railroad was one of the first passenger railroads in the United States. It was built along a route traveled by Presidents and foreign dignitaries. Its engineers and designers originated railroading innovations that would be used for over a century. And yet the railroad has fallen into almost total obscurity.

As railroads go, the N. C. and F. did not last long. It was thirty years from the railroad's approval by the Maryland legislature until the time its owners took up the tracks in its abandoned western section.

Railroad technology and economics were undiscovered fields to the men of the N. C. and F.; they could not rely on experience or book learning, only luck and a persistent willingness to experiment.

Despite its short life, the N. C. and F. was a forerunner of the railroads which would dominate American transportation for the rest of the century.

Linking The Delaware and Chesapeake

The railroad was one answer to a question man had asked himself for centuries: How can we cross the Delmarva Peninsula in the shortest possible time? Because the Indians of the Delaware and Susquehanna Valleys left no written histories, we do not know how this question was first answered, or who answered it. But we know that by the time European colonials first settled America's eastern shore, the Susquehannock, or Minquas tribe, could travel freely between the Susquehanna and Delaware Rivers.

The Minquas knew their fastest means of transportation was by canoe. In their explorations of the lower reaches of their native Susquehanna, they discovered that a canoe trip of less than a day could take them to the head of the Elk River (near Elkton). They could then carry their canoes a short distance overland to the headwaters of the Christina River and follow it downstream on foot until it became deep enough to use canoes.

White men leveled and enlarged the trail. The first were backpacking Swedish fur traders from Fort Christina (now Wilmington). The first true roads across the peninsula were created by Augustine Herman in 1671, when the Middle Atlantic seacoast was firmly under English rule. The roads went from Bohemia Manor in Maryland to New Castle and Reedy Point.

The English also followed the Indians' practice of traveling up the Christina and overland to the Elk. Their sloops could not travel as far upriver as the Indians' canoes, and so their road, known today as Old Baltimore Pike, ran from the village of Christiana to Elkton. It soon became part of the main north-south route through the Colonies, continuing eastward through Stanton and Newport, northward through Wilmington, and up Philadelphia Pike to Chester and beyond.

Larger vessels, such as ships or packets, could not navigate the Christina to any practical extent. They would discharge passengers and cargo at New Castle, where an old dirt road ran to Frenchtown, one and one half miles south of Elkton. Packets would then complete the trip to Baltimore.

Frenchtown, the western terminus of the road,

was never really a town, even at its largest. A prominent Delaware historian said it "consisted of a tavern, some warehouses, a dock, and little more. The dock was the important thing . . ." ¹

The first mention of any settlement there was in 1659, when "a tract of land, containing 400 acres, was taken up and patented at Frenchtown, on the Elk River, under the name of Thompsontown." ²

A Frenchman named Moreau de St. Mery described the place in 1794:

"Frenchtown, or La Ville Francaise, consists of a large dwelling-house, its kitchen and out-buildings and a warehouse . . . It is said that the name, Ville Francaise, was given to this place because it was the site of a settlement of Acadians who had been exiled by the British, founded in 1715.

There are two stages at Frenchtown, one with twelve places, drawn by four horses, the other with nine places drawn by two horses. There is also a wagon to carry travelers' luggage that cannot be put in trunks of the stage or behind the carriages.

A seat from Frenchtown to Newcastle costs three quarters of a dollar (four francs)." ³

There is no other historical evidence for the name "La Ville Francaise"; it is probably only a figment of the imagination of a homesick Frenchman. However, the description of the town seems to be accurate.

Joseph Tatlow operated a regular stage route in 1796 on the New Castle-Frenchtown road in conjunction with packet lines on the Delaware River and Chesapeake Bay. In 1806, two competing packet lines were set up and soon garnered a major share of the river traffic. They soon combined to form the Union Line, dominating the packet business for decades.

Frenchtown had been burned during the War of 1812 by 150 British marines under Admiral Cockburn. Despite the six cannon defending the warehouses, none of the marines were even injured. Apparently, the dock and warehouses were soon rebuilt. Two months after the raid, Chesapeake Bay's first steamboat made its maiden voyage—from Baltimore to Frenchtown—in June of 1813.

Route Used By Famous Men

The route through Frenchtown and New Castle was used by quite a few famous men of the day. The visits of President Andrew Jackson, John Quincy Adams, Lafayette, Daniel Webster, Henry Clay, Davy Crockett, Stonewall Jackson, Prince Louis Napoleon, and the Indian chiefs Osceola and Black Hawk have all been documented.

One historian called the route ". . . one of the greatest thoroughfares in the United States. Seven large packet boats sail from New Castle to Philadelphia, ten to fifteen Conestoga wagons cross to Frenchtown and four large stages." ⁴

However, on occasion the fame of the route gave it more passengers than it could handle. According to the Maryland historian George Johnston, "Delays and washouts often played havoc with any schedule, and travelers frequently had to

stay overnight at either terminus when they missed their boat connections." ⁵

Chartered in 1811, the Frenchtown turnpike ran along present day Delaware 273 from New Castle west to Clark's Corner (now called Hare's Corner). From there to Glasgow, it ran along the route now occupied by U.S. 40. An old narrow road, still called Frenchtown Road, completes the turnpike route.

The construction of the Chesapeake and Delaware Canal to the south had caused the directors of the New Castle and Frenchtown Turnpike Company to consider improving their road. Competition from the quick, inexpensive all-water route to be finished in 1829 would soon drive their bumpy gravel road out of business. The success of the world's first general-transportation railroad, the Stockton and Darlington line in England (finished in 1825) convinced the directors that they needed to build a railroad over here.

A Railroad Is Born

The Maryland legislature authorized building a railroad in 1827, but the cautious legislators stipulated that a thirty-foot road must run adjacent to the newfangled railway. Delaware's General Assembly passed a bill with a similar provision in 1829. The N. C. and F. was officially opened on July 4, 1831, with carriages drawn over the tracks by horses instead of the locomotive, still on order from the Stephenson works in England. Only one and one-half miles were completed that day. Not until February 28 were all 16 $\frac{2}{3}$ miles of the railroad completed. Horse-drawn carriages could complete the one-way trip in an hour and 20 minutes.

Instead of iron rails and wooden cross ties, the N. C. and F., like other railroads of its day, had wooden rails mounted on stone blocks (called sleepers) some ten to twelve inches across. The rails themselves were of water-resistant yellow Georgia pine, six inches square and about twelve feet long. Spikes and L-shaped iron brackets fastened them to the sleepers. Three-inch iron strips were then screwed on top of the rails.

In June of 1831, chief engineer John Randel announced the track was ready for a steam locomotive. He was mistaken. Despite his wide variety of engineering experience (he had worked on the Erie and C. and D. Canals and surveyed the North Branch of the Susquehanna) he had never built a railroad.

Since there was nothing holding the two rails together, the weight of an iron locomotive tended to spread them apart, soon rendering the track useless. Another hazard was the danger of loose iron strips curling up after the heavy locomotive passed over them. On the N. C. and F., it was the duty of the local stationmasters to inspect the track after the train passed by and to re-spike any loose iron to the rails.

On other similarly built railroads, the iron strips would occasionally spring up through the floor of a passenger car. Although no record exists of this ever occurring on the N. C. and F., the rails were replaced with conventional track in 1833.

New Railroad Spurs Inventions

The N. C. and F. pioneered a few aspects of railroading. The "highball" signal originated there and was in use until 1962. The signals were hoisted from six tall towers along the route. At first, white and black flags were used, but the stationmasters soon found they were extremely difficult to see on windless days. They were replaced with white and black painted peach baskets, and finally, metal spheres.

As the train pulled out, the stationmaster would raise the white ball to full mast and lower it quickly to half mast. As the train passed by, the flagman would raise his signal to full mast and lower it again to half mast. An unraised ball signaled the engineer to stop for more passengers or freight. A black ball at full mast signaled a delayed or disabled train. The flagmen soon devised other message combinations and could send a signal the entire 16 miles in two minutes. The train's running signals soon increased in sophistication from running bell-ringers and wood fires on pilot cars ahead of the train. The railroad personnel also quickly learned that wood and water had to be provided at several locations enroute.

In 1833, a spark from a locomotive caused a fire which destroyed the contents of a passenger car, including all the belongings of some of the passen-

gers. Because of this, the first spark catcher was soon invented by an N. C. and F. employee.

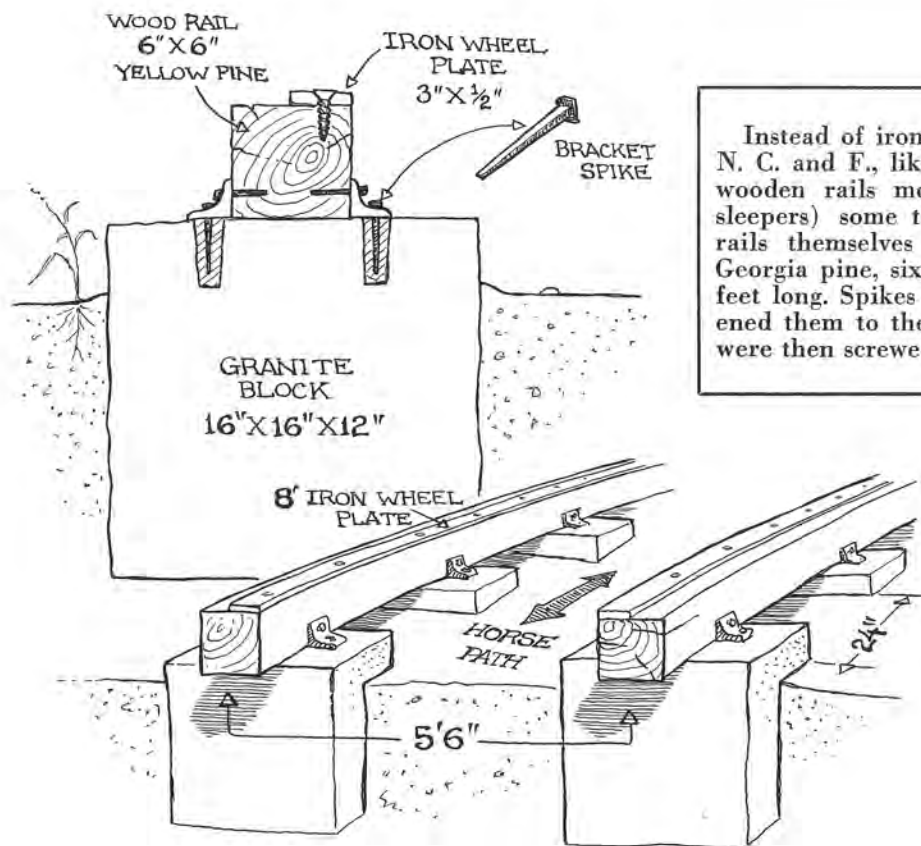
Another N. C. and F. innovation was of somewhat more dubious merit. The "Delaware", its first steam engine, unfortunately had no brakes. Thus, when the engineer wanted to stop, he shut off the power and signaled the station by blasting steam through the escape valve. As one local historian put it, "Whereupon the negro roustabouts at the station would rush forward, seize hold of the engine and train with their hands, lean backward and dig their heels into the earth, and the station agent would thrust a fence rail between the spokes of a locomotive wheel. In that manner they could bring the train to a pause within a few yards."⁶

N. C. and F. Merges With Larger Lines

Financially, 1837 was the N. C. and F.'s best year. The entire line was double-tracked in May of that year, and more than one train could run each way after that time. But 1837 was to be the last good year the railroad company had.

The reason was twofold; a general financial crisis had deepened into what is now known as the Panic of 1837, striking transportation industries especially hard. The other was an all-land rail route known as the Philadelphia, Wilmington and Baltimore Railroad. The new route could

(continued on page 22)



Instead of iron rails and wooden cross ties, the N. C. and F., like other railroads of its day, had wooden rails mounted on stone blocks (called sleepers) some ten to twelve inches across. The rails themselves were of water-resistant yellow Georgia pine, six inches square and about twelve feet long. Spikes and L-shaped iron brackets fastened them to the sleepers. Three-inch iron strips were then screwed on top of the rails.

The N. C. and F. (continued from page 17)

transport passengers from Wilmington to Baltimore in about four hours over an all-land route that year. Ten years later, it could cover the journey from Baltimore to Philadelphia in six. But by that time, the P. W. and B. had bought a controlling interest in the N. C. and F.

The N. C. and F. continued to be operated in the forties and early fifties, but always as a subsidiary line to the other railway. The rail connector between New Castle and Wilmington, completed in 1854, was the beginning of the end. Three years later, the Delaware Railroad, coming off the Frenchtown line near Porter Road, was completed. The D.R.R. ran south across the C. and D. Canal and passed through Smyrna, Dover, Harrington, Seaford and numerous other towns in southern Delaware.

That same year, the steamboat service to Frenchtown from Baltimore was discontinued, and the tracks were taken up between Frenchtown and Porter Road.

The P. W. and B. went through some corporate changes in the following century, but still survives. At the turn of the century, it merged with another railroad to form the Philadelphia, Baltimore and Washington Railroad. The Pennsylvania Railroad acquired it around the time of the First World War, along with the D.R.R. and the remnant of the N. C. and F. Just recently, the Pennsy merged

with the New York Central to form the Penn Central Railroad. Federal intervention merged the bankrupt Penn Central into ConRail, covering most of the Northeastern U.S.

As for Frenchtown, it has gone the way of the railroad. Its focal point, a three-story brick tavern, was burned and partially destroyed in 1958. The foundation is still there, on private property now and covered with weeds. The dock is still there also, rotting and neglected.

Traces of the old railroad are easier to find. In New Castle, the railroad's original ticket office has been renovated, along with a full-size replica of the track. It is in the Battery Park near Delaware Street. On Market Street near the Arsenal on the Green is a pile of the old stone sleepers known as the New Castle and Frenchtown Railroad Monument. It is identified by a small plaque on one side. Other pieces of railroad memorabilia are stored at the Amstel House, Fourth and Delaware Streets.

Most of the company's records had been stored in the archives of the Penn Central Transportation Company, but were unfortunately dispersed after the Penn Central filed for bankruptcy. A New Castle County map in the Odessa library shows the old railroad and the diary of William D. Lewis in the library of the Historical Society of Delaware provides further details.

The railroad bed itself is still around, but most of it is now on private property. Several of the original stone culverts under the railroad bed have been preserved. They are under Lewis Shore Road west of Rt. 312 in Maryland. The road was built over top of the old railroad bed itself. For those interested in tracing the old bed by map, the Odessa map and the U.S. Topographic map of the Elkton quadrangle should provide sufficient clues.

**NEWCASTLE
AND FRENCHTOWN**



RAIL-ROAD.

PASSENGER CARS,
PROPELLED BY A LOCOMOTIVE ENGINE,
Leaves the Depot at NEW CASTLE, for FRENCHTOWN,
EVERY MORNING,
From 10 o'clock to 12 o'clock, and from 2 o'clock to 4 o'clock.

Half Past Eight o'clock,
ARRIVES

Leaves Frenchtown at about Half-Past Ten o'clock.

ANOTHER TRAIN OF
PASSENGER CARS
Departs from New Castle, for Frenchtown every evening, (except on Sundays) upon the arrival
of the AFTERNOON TRAIN from Philadelphia, or about 5 o'clock, and on
return about 10 o'clock.

Fare over the Road 30 cents.
Dine, for excursion over the road and back . . . 50 cents.

H. H. BARR, Jr.,

FOOTNOTES

1. John A. Munroe, column in the *Wilmington Morning News*, June 6, 1959.
2. George Johnston, *History of Cecil County, Maryland* (Elkton: the author, 1881), pg. 40.
3. Kenneth Roberts, ed., *Moreau de St. Mery's American Journey (1793-1798)* (Garden City, N.Y.: Doubleday, 1947), pg. 85.
4. Anne Janvier, *Stories of Old New Castle* (1807), pg. 20.
5. Johnston, pg. 425.
6. Seymour Dunbar, *A History of Travel in America* (Indianapolis: Bobbs Merrill, 1915), pg. 1028.

Reminiscences Of Early Days In Wilmington

(By Staff Writer.)

The New Castle and Frenchtown Railroad

The announcement that the State Highway Department contemplates building a concrete road from New Castle to Christiana, via Hare's Corner, on the line of "the old Frenchtown pike," recalls the fact that, according to history, this road was in a measure linked with the first railroad project in Delaware.

While the railroad has long since passed out, yet there are many persons living who have heard some interesting tales concerning its building and operation, and the impression it made upon the people of its day.

According to Dr. Walter A. Powell's History of Delaware, which was recently issued, the first railroad built in Delaware was known as the New Castle & Frenchtown. It extended from New Castle, on the Delaware river, to Frenchtown, Md., on the Elk river, "to connect with a line of steamboats running between Elkton and Baltimore." The rails were of wood, about six inches square, laid on iron plates, resting on blocks of stone. Holes were driven in these blocks of stone in which wooden pegs were driven. Spikes were then driven through the wooden rails into the wooden plugs, and bars of flat iron were spiked to the rails. The road was completed in 1831.

The first cars, with a capacity of 10 or 12 passengers, were each drawn by one horse. Glasgow and Bear were relay stations for changing horses. The distance from New Castle to Frenchtown was 16½ miles, "which was made in one hour and 35 minutes." In 1832 the motive power was changed to steam, the first locomotive being named "Delaware." With the advent of engines it was found necessary to change from wooden to iron rails spiked to wooden sleepers. With steam power the running time between the two places was reduced to one hour. It was said of this locomotive that "it lately performed 27 miles in two hours."

This railroad continued in actual operation in conjunction with a line of steamboats to Baltimore for about 20 years. It seems to have been operated for some time after that, also, for it is recorded that in 1854 "a railroad was completed from New Castle to Wilmington and operated in connection with the New Castle & Frenchtown railroad."

In 1836 a company was incorporated to build a railroad "from a point near . . . the New Castle & Frenchtown railroad to the southern line of the state in a direction toward Cape Charles, with full power to construct lateral branches to Lewes, Seaford or places within the limits of the state of Delaware." It was not, however, until 1852 that anything definite was accomplished. A company was then organized, with Samuel M. Harrington as president; William Tharp, treasurer, and Thomas B. Bradford, Alec Johnson, William Cannon, Charles Wright, Henry Ridgely, William C. Hedden and Beniah Tharp as directors. In 1853 the company was reorganized by placing on the directorate representatives of the Philadelphia, Wilmington & Baltimore Railroad Co., and of the New Castle and Wilmington road.

Work was begun at once on the construction of the road; it was completed and opened as far as Middletown in August, 1853. On May 4, 1855, the road was leased to the Philadelphia, Wilmington & Baltimore Co. In January, 1856, the road was completed and operated as far south as Dover, in the following December to Seaford and in 1859 it was extended to Delmar. In 1859 also the Milford Branch railroad was completed from Harrington to Milford. The Eastern Shore road was opened from Delmar to Salisbury in 1860 and extended to Christiana in 1863. The Junction & Breakwater railroad was begun in 1865 and completed from Mil-

ford to Lewes in 1869. Later branches were built from Lewes to Rehoboth and from Georgetown to Franklin City, Va.

Other branch roads were opened as follows: 1866, Clayton to Smyrna; Townsend to the Maryland state line, which connected with a road to Chestertown and Centerville; 1867, Seaford to the Maryland line, where connection was made with Cambridge; 1868, Clayton to Easton, which was afterward extended to Oxford; 1874, Newark to Delaware City.

In 1874 the Wilmington & Northern (now the local division of the Reading) was opened; the Queen Anne railroad, extending from Love Point, on the Chesapeake bay, to Lewes, on the Delaware bay, was opened in 1897. The local line of the Baltimore & Ohio was completed in 1888.

HISTORIC SPOTS IN DELAWARE

By Sewell P. Moore

The Early Railroads of Delaware

EARLY in his career, Oliver Evans made a prediction. This famous Delaware inventor told his father that some days would ride in carriages pulled by steam engines along a roadbed of rails and that travellers would be able to eat breakfast in Baltimore and dinner in Philadelphia. His doubting relatives calculated that this meant a speed of twenty miles an hour and also calculated that Oliver was a little off in his head.

Although circumstances prevented him from actually building the railroad of his dreams, it is fitting that Delaware was one of the earliest States to adopt this new idea of travel. As early as 1831, when steam trains were just beginning to be tried out, Delaware completed its first railroad. Horses were the motive power for the first year, but they were replaced by a steam engine in 1832.

This early road was the New Castle and Frenchtown Railroad, which was a connecting link of a boat line starting from Baltimore. When a journey north was to be made with speed, the traveller went by boat from Baltimore to Elkton and beat the slow stage coaches by several hours. At Elkton he took the railroad to New Castle and continued his way to Philadelphia.

This early road was not an attempt to imitate the steam roads of today, but rather an improved way of traveling by coach. The rails were pieces of timber six inches square. Instead of being laid on ties, they were fastened to blocks of stone. Each rail was laid on a string of separate blocks so as to give an unobstructed roadway down the center for the horses. The blocks were drilled and wooden pegs driven into the holes. The rails were spiked into these wooden plugs. Flat iron bars were then fastened to the wooden rails.

The first cars were glorified horse coaches and carried only ten or twelve passengers. Only one horse was needed to draw the load. Glasgow and Bear were relay stations, where horses were changed and the passengers given an opportunity to get down and stretch their legs. Judged by the standards of the day, this was one of the country's finest and fastest express lines. The entire distance of 16½ miles was covered in one hour and thirty-five minutes.

But the great thrill came the following year when a real steam engine on wheels replaced the faithful one horsepower locomotives. This new contraption of black iron and shining brass was christened the "Delaware", for no one realized that engines were not like horses and didn't need a name. Only Pullman cars today continue this old custom of horse-car days.

This new engine literally tore up the rails. They had to be relaid with wooden cross ties such as we have at the present. The running time was reduced to an even hour, although breakdowns almost every day made the new road less dependable than the old. This old engine made a record for herself by running 27 miles in two hours without a mishap. Although road building went ahead at a great pace, the New Castle and Frenchtown continued to operate as a part of the boat service for twenty years.

The next railroad in the State was

finished in 1838. It was the fore-runner of the P. W. & B., and was not really a Delaware road, as it only cut across the State at Wilmington on its run from Baltimore to Philadelphia.

The second link in the growing Delaware railroad network was an extension of the New Castle and Frenchtown from New Castle to Wilmington. This later became a part of the main line of the Pennsylvania down the Peninsula.

Visions of the present system were seen as early as 1836, when a group of local men organized a company to build a road to Delmar, where it was to connect with a line to Cape Charles. Branches were to run from such points as Seaford and connect with lines to Lewes and other towns. Nothing came of this plan until the company was reorganized in 1852, with Samuel B. Harrington as president. Under his direction, the work went ahead rapidly, and by 1855 the line had extended to Middletown. Just before the beginning of service, the

road was leased to the Philadelphia company, known as the P. W. & B., and they extended the service to Dover in January 1856, and to Seaford in the following December.

Seaford was the southern terminal for three years, when the link between Seaford and Delmar was completed to connect with the Eastern Shore Railroad, then being built to Salisbury. Delmar then became Delaware's southern railroad center and the traveller could go direct from Philadelphia to Salisbury and transfer to several lines that connected with Crisfield and other Eastern Shore towns.

The first branch line in the lower part of the State was also completed in 1859, connecting Milford with Harrington.

(Tomorrow's article is entitled "When Wilmington Was a Farm.")

TWO STROKE VICTIMS TAKEN TO HOSPITAL

The police ambulance removed two women to city hospitals yesterday as the result of suffering strokes. They were Catherine Cavanaugh, 54, 1608 Lincoln St., who was removed to St. Francis Hospital and Emma Page, 69, 209 East 24th St., who was taken to the Homeopathic Hospital.

David Griffith, 57, 222 West Twenty-ninth St., was removed to the Wilmington General Hospital for observation.

Sarah Cannon, 65, 502 East Fourth St., was removed to St. Francis Hospital suffering from gangrene.

It's easier to glance up and down the columns of the Classified Section than to walk up and down the streets.



SAFE

FOR SORE THROATS

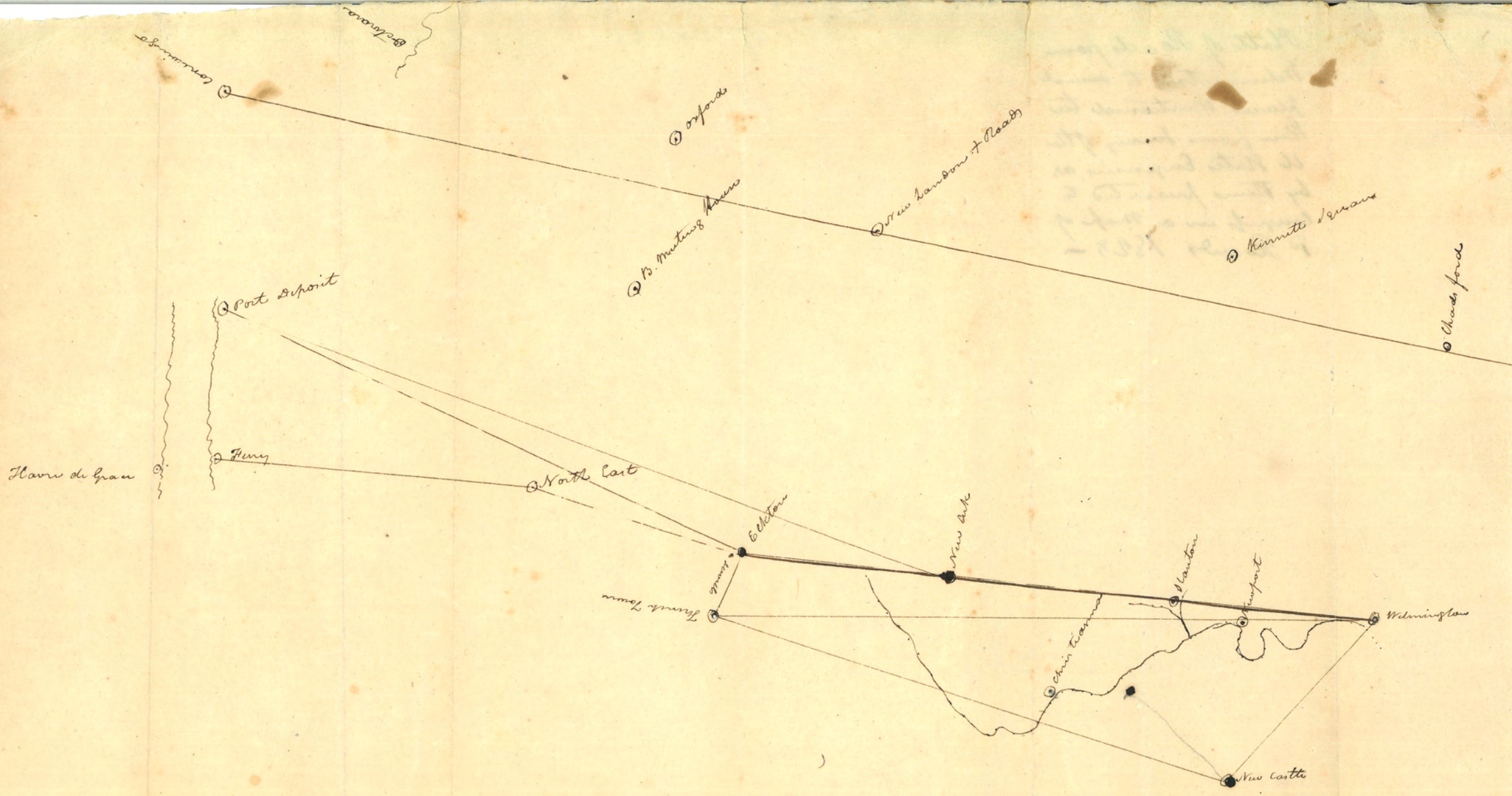
Prompt relief from
HEADACHES,
COLDS, LUMBAGO
RHEUMATISM
NEURALGIA
NEURITIS, SORE
THROATS, ACHES
and PAINS

Does not harm
the heart

BAYER ASPIRIN

Accept only "Bayer" package which contains proven directions
boxes of 12 tablets. Also bottles of 24 and 100—





Summers

Belmont

Oxford

W. Musters House

New Hanson + Road

Kinnite Square

Chud's Ford

Port of Spain

Ferry

North East

E. Clifton

New Ark

New Castle

Wilmington

French Town

Chir's town

New Castle

Wilmington

Havre de gran

Platt of Roads from
Wilmington to several
places mentioned, to
be from survey of the
U States Engineer, as
by them presented to
Congress in a map of
P Roads 1828 -



An Estimate of the probable Annual amount of Toll, which will be received on the contemplated Rail Road from Wilmington to Ellettsville.

From Wilmington to Ellettsville

600 Tons of Merchandise, on line from Phila. to Baltimore, averaging 25 Tons ^{Week} for 40 @ 60 cts ^{Ton}	360.00
200 Tons of Sundries from Upper Mills on Brandywine and from Wilmington - at 60 cts ^{Ton}	120.00
20 papers ^{per} day in "Rail Road line" from Phila. ^{via} Wilmington & Ellettsville to Baltimore for 300 days, at 50 cts	3000.00

From Ellettsville to Wilmington

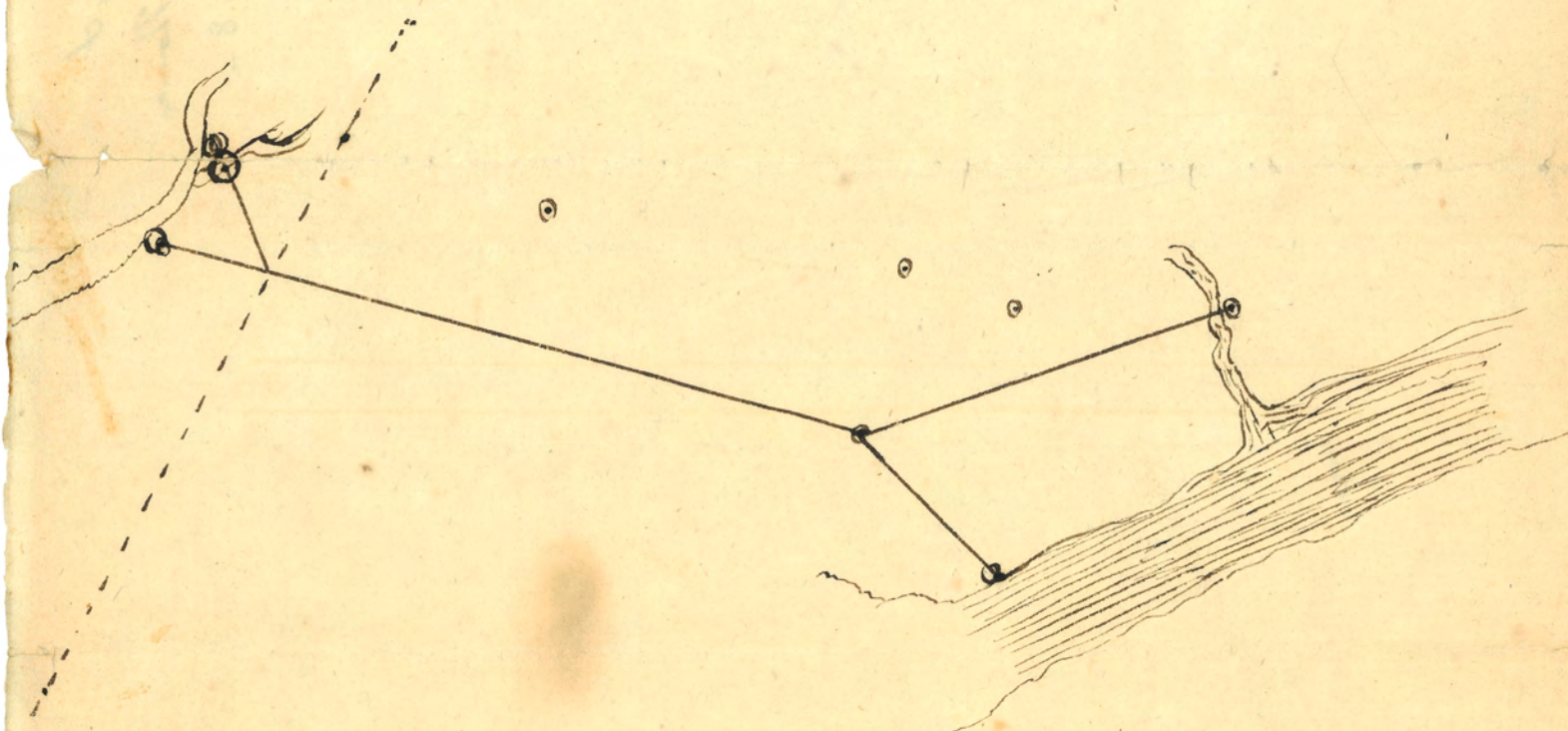
20 papers ^{per} day for 300 days, on "Rail Road line" at 50 cts each	3000.00
80,000 Bushels of wheat Corn & Rye 1071 Tons @ 60 cts	642.60
60,000 feet of white pine boards & lumber, 670 Tons at 60 cts ^{Ton}	402.00
16,314 barrels of Flour the amount sent from Ellettsville to Christiana Bridge the present year 1828, making 1544 Tons at 60 cts	926.40
200 Tons of Iron 165 ^{to July} along being sent 1828 @ 60 cts	120.00
500 Tons of coal @ 60 cts	300.00
100 Tons of Sundries to Upper Mills on B. Wine @ 60 cts	60.00
200 Tons of Various Merchandise in line from Baltimore to Phila. @ 60 cts	120

Intermediate or way business

Flour and other articles transported in casks from Big and Little Elk, & Whiteclay Creek to Wilmington, 900 barrels ^{Week} for 42 weeks, allowing each barrel to average 196 ^{lbs} and the distance 15 miles, at 45 cts ^{Ton} ^{mile}	1620.00
1000 Tons of wood, delivered in Wilmington, the distance averaging 16 miles @ 48 cts	480.00
5000 Tons of lime from the New ark Quarries, 7 miles @ 20 cts ^{Ton} ^{to Wilmington}	1000.00
750 Tons of wheat from Ellettsville, to New ark, White clay Creek & Mills in neighbourhood thereof 13 miles at 39 cts ^{Ton}	293.50
100 Tons of paper, and sundry articles, from New ark and neighbourhood, to Ellettsville 13 miles @ 39 cts ^{Ton}	39.

100 Tons Rags & goods to New ark & neighbourhood, 13 miles @ 39 cts	39.00
---	-------

\$ 12483.50
39.00
\$ 12522.50



New cable from Ft Town to Mouth C.

Belmont from Ft. Town to Mouth C.

Letter from J
Letter to P & Thomas

Dec 1828 -

To the Honorable William M. Day, George P. Fisher and Samuel
Paynter, the Committee of the House of Representatives, of the
State of Delaware, to whom has been referred the memorial
of the Chesapeake and Delaware Canal Company. -

The Newcastle and Frenchtown Turnpike and Rail
Road Company respectfully represent,

That the subjects presented by
the said memorial, to the consideration of the Legislature,
deeply affect the interests of the said Rail Road Company,
the private interests of its stockholders and loanholders; -
and also the interests of the State of Delaware: That before
making any report on the said memorial, it is all im-
portant, that full information should be furnished to
the Committee respecting all the matters and consequen-
ces that are involved in the present proceeding; which
cannot be done, without a full, fair, and public discus-
sion. For that purpose, it is respectfully requested, that
the said Rail Road Company may appear before the
Committee by counsel; that the Committee will ap-
point a time and place for a public discussion, and in-
vite the counsel of the Canal Company to take part in
it; and that they will also invite all the Members of
the Senate and House of Representatives to be present. -

The Newcastle and Frenchtown Turn-
pike and Rail Road Company. -

By their President,

James Booth
" " "

Dover January 15. 1845. -

Memorial of the
New Castle & French-
town Terrapits and
Rail-Road Company
praying to be read
before the Committee to
Whom was referred
the Memorial of the
Del & Ches Canal C^o
praying for a Sup-
plement to their Charter
by their Counsel.

Presented read and
passed granted this
15 day of Jan^y 1848
and 7 o'clock ^{tomorrow} this evening
appointed for a hearing
in the Hall of the House

G. P. Fisher
Chmn.

Delaware, New Castle & Wilmington, and New Castle & Frenchtown Railroads.

TIME TABLE No. 5.--1857.

FOR THE GOVERNMENT AND INFORMATION OF EMPLOYEES ONLY. TAKES EFFECT JULY 2,

TRAINS MOVING NORTH.

WILMINGTON TIME		No. 1. Mail.	No. 2. Accom'n	No. 3. Freight	No. 4. Mail.	No. 5.
		A. M.	A. M.	P. M.	P. M.	
Leave	Seaford.....	7.00		4.00		
"	Cannon's Crossing..	7.12		4.20		
"	Bridgeville.....	7.24		4.40		
"	St. Johnstown....	7.34		4.58		
"	Farmington.....	7.47		5.18		
"	Pettyman's Corner..	7.51		5.25		
"	Milford Junction..	8.02		5.41		
"	Frederica.....	8.18		6.06		
"	Canterbury.....	8.25		6.17		
"	Camden.....	8.40		6.41		
Arrive	Dover.....	8.49		6.55		
Leave	Dover.....	8.54		7.10	7.00	
Arrive	Leipsic.....	9.08		7.35	7.13	
Leave	Leipsic.....	9.09		7.47	7.14	
Arrive	Smyrna.....	9.24		8.12	7.31	
Leave	Smyrna.....	9.25		8.20	7.32	
Arrive	Townsend.....	9.45		8.58	7.51	
Leave	Townsend.....	9.49		9.08	7.54	
Arrive	Middletown.....	9.59		9.29	8.04	
Leave	Middletown.....	10.08		9.43	8.08	
"	Mt. Pleasant.....	10.15		10.08	8.18	
Arrive	St. Georges'.....	10.27		10.29	8.28	
Leave	St. Georges'.....	10.29		10.35	8.29	
"	Delaware Junction..	10.38		10.50	8.38	
"	Bear.....	10.42		11.00	8.43	
Arrive	New Castle.....	11.03		11.25	9.03	
Leave	New Castle.....	11.07	6.20	11.45	9.07	1.20
Arrive	N. C. Junction.....	11.16	6.30	12.10	9.17	1.30
Leave	N. C. Junction.....	11.17	6.31	12.30	9.18	1.31
Arrive	Harlan's.....	11.20	6.34	12.35	9.22	1.34
Leave	Harlan's.....	11.21	6.35	12.36	9.23	1.35
Arrive	Wilmington.....	11.26	6.41	12.42	9.27	1.40

CAPE MAY TRAIN.

Through Freight.	Express Mail.	Morning Mail.	Way Freight.	Night Mail Passenger.
A. M. 2.28	A. M. 11.49	P. M. 3.30	P. M. 4.22	P. M. 9.47

Trains on the P. W. & B. Railroad, due at New Castle Junction, moving north.

TRAINS MOVING SOUTH.

WILMINGTON TIME		No. 6. Mail.	No. 7. Freight	No. 8. Accom'n	No. 9. Mail.	No. 10.
		A. M.	P. M.	P. M.	P. M.	M.
Leave	Wilmington.....	9.23	10.00	2.08	5.42	11.10
Arrive	Harlan's.....	9.27	10.05	2.12	5.46	11.14
Leave	Harlan's.....	9.28	10.06	2.13	5.47	11.25
Arrive	N. C. Junction....	9.31	10.11	2.16	5.50	11.30
Leave	N. C. Junction....	9.32	10.12	2.17	5.51	11.49
Arrive	New Castle.....	9.44	10.34	2.29	6.02	11.59
Leave	New Castle.....	9.49	11.07		6.05	
"	Bear.....	10.14	11.40		6.25	
"	Delaware Junction..	10.19	11.51		6.29	
Arrive	St. Georges'.....	10.27	12.04		6.36	
Leave	St. Georges'.....	10.29	12.09		6.37	
"	Mt. Pleasant.....	10.39	12.31		6.47	
Arrive	Middletown.....	10.49	12.51		6.57	
Leave	Middletown.....	10.53	1.06		7.00	
Arrive	Townsend.....	11.03	1.26		7.09	
Leave	Townsend.....	11.07	1.31		7.12	
Arrive	Smyrna.....	11.27	2.08		7.30	
Leave	Smyrna.....	11.28	2.15		7.32	
Arrive	Leipsic.....	11.42	2.40		7.46	
Leave	Leipsic.....	11.43	2.45		7.47	
Arrive	Dover.....	11.57	3.10		8.03	
Leave	Dover.....	12.01	8.10			
"	Camden.....	12.10	8.26			
"	Canterbury.....	12.25	8.52			
"	Fredrics.....	12.32	9.05			
"	Milford Junction..	12.50	9.35			
"	Pettyman's Corner..	12.58	9.45			
"	Farmington.....	1.02	9.52			
"	St. Johnstown....	1.14	10.07			
"	Bridgeville.....	1.28	10.23			
"	Cannon's Crossing..	1.38	10.35			
Arrive	Seaford.....	1.50	10.50			

CAPE MAY TRAIN.

Through Freight.	Express Mail.	Morning Mail.	Way Freight.	Night Mail Passenger.
P. M. 8.10	P. M. 2.12	A. M. 9.26	A. M. 7.05	A. M. 12.30

Trains on the P. W. & B. Railroad, due at New Castle Junction, moving south.

Full Face Figures show where the Trains meet and pass. The Clock in the Ticket Office in Wilmington is the standard of Time. Conductors and Engine Drivers must compare their Watches with it upon their arrival and departure with Trains, and with each other upon the meeting of Trains.

MEETING OF TRAINS.

- No. 1 will meet No. 6 at St. Georges, and No. 7 at New Castle, and No. 10 at Harlan's.
- No. 3 will meet No. 7 at Dover, and No. 9 at Leipsic.
- No. 4 will meet No. 9 at Smyrna.
- No. 6 will meet No. 1 at St. Georges.

- No. 7 will meet No. 1 at New Castle, and No. 3 at Dover.
- No. 9 will meet No. 4 at Smyrna, and No. 3 at Leipsic.
- No. 10 will meet No. 1 at Harlan's.

SPECIAL REGULATIONS.

- 1—Train No. 6 will wait thirty five minutes for No. 1.
- 2—Train No. 7 will wait at Dover for No. 3 and 9.
- 3—In case No. 9 cannot reach Smyrna at 7.32 P. M., it will keep out of the way of No. 4 until it becomes one hour behind its Card time; it will after that time have the right of Road over No. 4.
- 4—Trains Nos. 5 and 10 will keep out of the way of all other regular trains.
- 5—All Extra Trains going either way between New Castle and Wilmington, must stop within four hundred feet of the switch at New Castle junction, and not proceed until the Conductor is sure the switch is right and the road clear.
- 6—Cape May Train No. 10. In case No. 1 cannot reach Harlan's siding at 11.50 it will keep out of the way of Train No. 10, which will in all other cases keep out of the way of all regular trains.
- 7—No train will leave a station before its card time.
- 8—For variation of Watches, five minutes in addition to Card and waiting time will be given to all Trains behind time, though the latter must on no account reckon on such allowance.
- 9—Enginemen, Conductors, Brakemen, and Baggage Masters are required to keep a sharp Look-out for Signals at Drawbridges and Switches.
- 10—Trains between the Junction and Wilmington must run with caution, and keep out of the way of the regular Trains of the same class on the Philadelphia, Wilmington and Baltimore Railroad.
- 11—All freight trains will keep at least ten minutes out of the way of all passenger trains, and will never pass a place for meeting the same till the meeting occurs.
- 12—Trains must not pass over the Canal Bridge, at a speed exceeding six miles per hour.
- 13—Brakemen must be in the immediate vicinity of the brakes at all times when the Train is in motion.

- 14—Enginemen must sound the whistle at all Road Crossings, at least fifteen seconds.
- 15—Conductors in no case will allow any person to pass free without a written pass from the proper authority.
- 16—Conductors and Enginemen will strictly observe Rule 34, page 27, Book of Rules and Regulations.
- 17—Great caution must be used in passing all the Pile Bridges on the Delaware Railroad.
- 18—A preferred passenger train, when behind time, and failing to reach a meeting place within the time allowed it, will give way to opposite passenger train till the latter is one hour behind its card time, after which, a meeting not occurring, the preferred train will again acquire the right of way, and will proceed at the rate of twenty miles to the hour, a sharp look out being kept, and men at the brakes. Whenever it becomes two hours behind its card time, it will only proceed very cautiously, with signalman ahead, according to Rule 39, page 28, "Rules and Regulations."
- 19—A passenger train opposed to a preferred passenger train, after waiting the time specified in the regulations without being passed, will have the right of way, and will proceed cautiously at the rate of twenty miles to the hour. When it becomes one hour behind its card time it will again give way to preferred train, and after waiting till two hours from its card time, and not meeting the same, it will proceed very cautiously, according to Rule 38, page 28, of "Rules and Regulations," till a meeting occurs.
- 20—Conductors and Engineers are required to report promptly any defect they may discover in the track to the Superintendent of the Repairs of Track.
- 21—Any person who violates the above rules, without a sufficient reason, will be dismissed from the service of the Company.
- 22—No train will pass the New Castle Junction faster than ten miles an hour.

¶ All Rules and Instructions conflicting with the above are hereby Repealed.

Freight Trains, Daily, Sundays Excepted.

D. A. SANBORN, Superintendent Delaware Railroad.

FOR THE GOVERNMENT AND INFORMATION OF EMPLOYEES ONLY.
DELAWARE, NEW CASTLE & FRENCHTOWN, AND NEW CASTLE & WILMINGTON RAILROADS
TIME TABLE No. 5, TAKES EFFECT MONDAY, Nov. 18th, 1861.

TRAINS MOVING NORTH.				TRAINS MOVING SOUTH.			
WILMINGTON TIME.	No. 1. Pass'ger.	No. 2. Freight.	No. 3. Pass'ger.	WILMINGTON TIME.	No. 4. Freight.	No. 5. Pass'ger.	No. 6. Pass'ger.
Leave Salisbury.....	A. M.	P. M.	P. M.	Leave Wilmington.....	A. M.	A. M.	P. M.
" Williams' Siding.....		2:35		" New Castle Junction,	5:00	9:37	5:20
" Delmar.....		2:45		" Hare's Corner Siding,	5:10	9:45	5:28
" Laurel.....		3:00		Arrive New Castle.....			
" Broad Creek.....		3:25		Leave New Castle.....	6:00	10:04	5:47
" Seaford.....		3:33		" Bear.....	6:30	10:19	6:02
" Cannon's Crossing.....		3:55		" St. George's.....	7:00	10:33	6:17
" Bridgeville.....		4:08		" Mount Pleasant.....	7:20	10:44	6:30
" Greenwood.....		4:26		" Middletown.....	8:05	11:00	6:46
" Farmington.....		4:46		" Townsend.....	8:25	11:10	7:00
Arrive Harrington.....		5:06		" Blackbird.....	8:35	11:15	7:05
Leave Harrington.....		5:18		" Smyrna.....	9:25	11:30	7:20
" Felton.....		5:45	5:23	" Mooreton.....	9:45	11:43	7:33
" Canterbury.....		6:20	5:38	Arrive Dover.....			7:45
" Camden.....		6:30	5:44	Leave Dover.....	10:28	12:00	
" Dover.....	9:00	7:45	6:13	" Camden.....	10:45	12:08	
" Mooreton.....	9:12	8:05	6:25	" Canterbury.....	11:05	12:20	
" Smyrna.....	9:25	8:40	6:38	" Felton.....	11:20	12:27	
" Blackbird.....	9:40	9:05	6:53	Arrive Harrington.....	11:40	12:40	
" Townsend.....	9:47	9:20	7:00	Leave Harrington.....	12:44		
" Middletown.....	10:07	10:05	7:18	" Farmington.....	1:00		
" Mount Pleasant.....	10:18	10:20	7:28	" Greenwood.....	1:18		
" St. George's.....	10:33	10:45	7:40	" Bridgeville.....	1:40		
" Bear.....	10:43	11:05	7:51	" Cannon's Crossing.....	1:52		
Arrive New Castle.....				" Seaford.....	2:15		
Leave New Castle.....	11:00	11:50	8:10	" Broad Creek.....	2:27		
" Hare's Corner Siding,	11:10	12:15	8:22	" Laurel.....	2:40		
" New Castle Junction,				" Delmar.....	3:00		
" Harlan's.....				" Williams' Siding.....	3:07		
Arrive Wilmington.....	11:18	12:25	8:30	Arrive Salisbury.....	3:18		

The Clock in the Ticket Office in Wilmington is the standard of Time. Conductors and Enginemen must compare their Watches with it upon their arrival and departure with Trains, and with each other upon the meeting of Trains.

MEETING OF TRAINS.
 No. 1 will meet No. 4 at Smyrna and No. 5 at St. George's.
 No. 3 will connect with No. 2 at Harrington, (waiting if necessary,) and meet No. 6 at Townsend.
 No. 2 will meet No. 4 at Delmar, connect with No. 3 at Harrington, meet No. 6 at Dover, and Baltimore Night Mail (No. 7.) at N. C. Junction.

No. 4 will meet No. 1 at Smyrna, meet No. 2 at Delmar, and connect with No. 5 at Harrington, (waiting if necessary.)
 No. 5 will meet No. 1 at St. George's and connect with No. 4 at Harrington.
 No. 6 will meet No. 3 at Townsend, and No. 2 at Dover.

JUNCTION and BREAKWATER RAIL ROAD.

Fr. & Pass'ger daily, except Sundays leave Milford 4.58 P.M. Arrive at Harrington 5.18 P.M.

Fr. & Pass'ger leave Harrington daily, except Sundays 12.50, Arrive at Milford 1.10 P.M.

SPECIAL REGULATIONS.

- 1—Of the trains arranged to meet, as above, train No. 2 will wait thirty-five minutes for No. 6, No. 4 will wait thirty-five minutes for No. 1, No. 5 will wait thirty-five minutes for No. 1, No. 6 will wait thirty-five minutes for No. 3. Reckoned in each case from the leaving time of preferred train at the point where the waiting occurs.
- 2—In cases of detention, No. 1, if delayed, must keep out of way of No. 6. Any train going North detained over night must keep out of the way of regular trains going South next day. Milford train will wait at Harrington for trains from Wilmington. Train No. 3 will wait at Harrington, if necessary, for train from Milford. No. 4 if late must keep out of the way of No. 5, and above Dover. But if No. 4, though late, can leave Dover ahead of No. 5, No. 4 may proceed to Harrington ahead. In which case a man must be left to inform Conductor of No. 5, who will proceed cautiously. When trains on P. W. & B. R. R. are delayed, and no special orders are received, Delaware trains Nos. 5 and 6 will wait at Wilmington indefinitely, for the arrival of trains from Philad'a. with which they respectively connect.
- 3—All New Castle or Delaware R. R. trains, running to or out of Wilmington, must proceed with great caution between Wilmington and New Castle Junction, extra trains or engines especially.
- 4—Regular passenger and freight trains to and from N. C. & Wilm. R. R. must be kept out of the way of regular passenger trains of P. W. & B. R. R., except that Delaware trains Nos. 4, 5, and 6 have the right to the road from Wilmington to New Castle Junction against delayed passenger trains coming north on Baltimore Road for fifteen minutes from the leaving time of No. 4, 5, or 6 (as the case may be) at Wilmington, but no longer. Also except that a regular Delaware passenger or freight train going north may proceed from New Castle Junction into Wilmington without waiting for a Baltimore passenger train going north that may be due, after stopping and ascertaining that such Baltimore passenger train is not in sight or hearing.
- 5—Regular passenger and freight trains to and from N. C. & Wilm. R. R. will have the right to the road between Wilmington and N. C. Junction, against all freight trains of P. W. & B. R. R., except that Delaware train No. 3, if delayed so much as to be unable to reach Wilmington by 8.50 P. M., must keep out of the way of Baltimore through freight going south (No. 6.) after that time.
- 6—No train will leave a Station before its Card Time.
- 7—A train waiting must in all cases allow five minutes for variations of Watches, but a train waiting for must in no case presume on such allowances.
- 8—A preferred train, when behind time, and failing to reach a meeting place within the time allowed, will give way to opposite train till the latter is one hour behind its card time, after which a meeting not occurring, the preferred train will again acquire the right of way, and will proceed at the rate of twenty miles to the hour, if a passenger, or twelve if a freight train; a sharp look out being kept, and men at the brakes. Whenever it becomes two hours behind its card time, it will only proceed very cautiously with signalman a head according to Rule 39, page 23. "Rules and Regulations"

- 9—A train opposed to a preferred train, after waiting the time specified in these regulations without being passed, will have the right of way, and will proceed cautiously at the rate of twenty miles to the hour, if a passenger or twelve if freight train.—When it becomes one hour behind its card time it will again give way to preferred train, and after waiting till two hours from its card time, and not meeting the same, it will proceed very cautiously, according to Rule 39, page 23, of "Rules and Regulations," till a meeting occurs.
- 10—Enginemen, Conductors, Brakemen, and Baggage Masters are required to keep a sharp Look-out for Signals at Drawbridges, at New Castle Junction, and at the Junction of the New Castle and Wilmington, and New Castle and Frenchtown roads, near New Castle.
- 11—Brakemen must be in the immediate vicinity of the brakes at all times when the Train is in motion.
- 12—Conductors and Enginemen are required to report promptly any defect they may discover in the track, to the Roadmaster; and if serious, or of long standing, to the Superintendent also.
- 13—No train will pass the New Castle Junction faster than ten miles an hour, nor the Canal Bridge faster than six miles an hour. Caution must also be used in running all Pile and Trestle Bridges.—Enginemen are expected to use judgment in passing between stations, and to run slowly enough not to be obliged, in ordinary cases, to keep their train waiting for its leaving time, after its business at any station is done.
- 14—Freight Conductors will take no Cars or Trucks into their train which are not in their judgment safely loaded and coupled,—and will particularly examine lumber, wood and timber on Platform Cars or Trucks with reference to this. Wooden couplings must in no case be used for Timber Trucks or Cars, except such couplings are substantially ironed at the ends.
- 15—A red flag by day, or red lantern by night, must be carried on the last car of all Freight Trains, so as to be seen from the Engine, and a brakeman must be on that car at all times when running between stations.
- 16—A Red Flag by day or a Red Lantern by night, borne on the front or top of an Engine is a signal that an extra Engine or Train is following which must be waited for till it arrives, by all Trains and Enginemen on the road. Enginemen and Conductors of Engines or Trains wearing the Red Flag or Lantern will be particular to notify all Engines or Trains met of the extra train or engine following.
- 17—In case of any doubt about the right of way, adopt the safe course. Enginemen, as well as conductors, will be expected to know what time they have, and what time they can make between stations, and will inform conductors of any doubts they may have of the safety of proceeding, or both will be held responsible.

All Rules and Instructions conflicting with the above are hereby Repealed.

E. Q. SEWALL, Jr., Sup't. D. R. R.

Trains on the P. W. & B. Railroad, due at New Castle Junction, Moving South.
 Night Mail, Express Mail, Way Freight, Morning Mail, Express Mail, Through Fr., No. 7.
 No. 1. A. M. 12.14
 No. 2. A. M. 6.34
 No. 3. A. M. 9.39
 No. 4. P. M. 12.47
 No. 5. P. M. 7.20