THE DISPATCH.
BY THE DISPATCH COMPANY.
CASH—INVARIABLY IN ADVANCE.
The DAILY DISPATCH is delivered to subscribers at FIFTEEN CENTS per week, payable to the carrier weekly. Mailed at $6 per annum; $3 for six months; $1.50 for three months; 50c. for one month.
The SEMI-WEEKLY DISPATCH at $2 per annum, or $1 for six months.
The WEEKLY DISPATCH at $1 per annum.

Richmond Dispatch.

FRIDAY.....MARCH 5, 1880.

BY THE CIRCULATION OF THE DISPATCH IS LARGER THAN THE COMBINED CIRCULATION OF ALL THE OTHER DAILY NEWSPAPERS OF THE CITY.

[Entered at the Post-Office at Richmond, Va., as second-class matter.]

WEATHER REPORT.

INDICATIONS FOR TO-DAY.—For the Middle Atlantic States, falling preceded in the eastern portion by stationary barometer, lower temperature, winds backing to southerly, followed by increasing cloudiness and possibly occasional rains.

For the South Atlantic States, cloudy or partly cloudy weather, southwest to southeast winds, stationary or lower barometer, slight changes of temperature.

THE WEATHER YESTERDAY was clear and quite warm.

THERMOMETER YESTERDAY: 6 A. M., 58; 9 A. M., 63; noon, 83; 3 P. M., 81; 6 P. M., 73; midnight, 62.

Mean temperature, 70.

LOCAL MATTERS.

Death of Judge R. L. Montague.

SKETCH OF HIS LIFE AND SERVICES—A BRIEF ILLNESS—DEATH FROM AN APPARENTLY TRIFLING CAUSE.

Judge Robert L. Montague died at his residence, in Middlesex county, on Tuesday morning last at 9½ o'clock, after an illness of three days, of erysipelas in the face, produced by a slight cut of a razor while shaving. He was buried on Wednesday in the family cemetery.

The numerous friends of the distinguished gentleman in this city were greatly shocked and grieved yesterday to hear of his sudden death. Judge Montague was a man of State reputation, and in his large circle of acquaintance throughout the State his loss will be mourned as a friend, and patriot, and a true gentleman.

He was a graduate of the old College of William and Mary, which has sent forth from its classic halls so many great and representative men of this State and of the Union, furnishing presidents, statesmen, and scholars which are the boast of the whole country. After graduating at this institution he came to the bar, and in a few years was in the front rank of his profession, and in the counties where he practiced law ranked among the able men of the bar noted in that circuit as learned lawyers and able advocates. Among these men he stood as the peer of any of them, and soon made a reputation as an advocate and jury-lawyer which put him on one side or the other of every contested case in every county where he practiced his profession.

His adroitness as a practitioner and his force and eloquence as an advocate were unsurpassed by the ablest lawyers this State ever produced. He was eminently successful as a lawyer, and made the reputation (the most enviable a lawyer can make) of a man of incorruptible integrity and honesty and high moral courage.

A man of such intellectual and moral qualities could not remain in private life. In early life he was called upon by the people of his own county to represent them in the Legislature of Virginia, and in that body, constituted of the great men of that day, he took a position in the front rank as a able debater and most useful representative.

Being an ardent Democrat, and educated at the old College of William and Mary as a States'-rights man, he was twice elector on the Democratic ticket, and did such noble service for his party that he was recognized throughout the State as one of the ablest stump-speakers in Virginia.

In the famous campaign of Letcher and Goggin he canvassed the whole State, being the candidate for Lieutenant-Governor on the Democratic ticket, and in that heated canvass his speeches were pronounced incomparable to any others of the distinguished men who canvassed the State, and it is not too much to say secured the election of John Letcher.

He was elected Lieutenant-Governor in that canvass, and no man ever presided as president of the Senate with more dignity, fairness, and impartiality than he did; and all the members of that body now living will recur with pleasure to his urbanity, impartiality, and wise counsel during those troublous times.

He was elected without opposition as a delegate to the Convention which passed the ordinance of secession. In that body his conspicuously-great men he was highly honored, and made president of the Convention after the death of the lamented Janney.

He was afterwards elected in his district as a member of the Confederate Congress, defeating in the election Muscoe Russell Garnett, an able and popular man. In that body he made a high reputation as a ready debater and sound statesman. After the close of the war he was sent by the people of his county as a representative to the Legislature, and while a member of that body was elected judge of the Ninth judicial circuit. This position he held at the time of his death. His judicial career was marked by the same integrity and purity of character which characterized his private and public life, and in this position he made the reputation of an able, impartial, and upright judge.

He goes to his grave without any blemish or blot upon the ermin which he wore so worthily, and without the slightest imputation upon his public or private character.

He was one of the most amiable and liberal of men. He was a large-hearted man, with an open hand of charity to all who were in need. In him the humble and the poor have lost a friend always ready to help and encourage them.

Amid all his public and private duties he never neglected his Christian duties. He was a regular attendant upon the meetings of his church. At all the Baptist Associations he was a regular attendant, and took an active part in all its deliberations. He was more than once president of the General Baptist Association, and always took an active part in its deliberations.

As a man, as a lawyer, as a statesman, as a Christian gentleman, few men in this State have made a more enviable reputation, and his death will be mourned as a public calamity. In life he has done his duty nobly. His death is a loss to the whole State.

DEATH OF AN OLD CITIZEN.—Mr. Henry Karr died on Wednesday, at his residence, in this city, in the sixty-ninth year of his age. He was a native of Germany, but as long ago as 1842 was a shoe merchant in one of the buildings on the site now occupied by the custom-house. Subsequently he changed his business, and for many years conducted it at the corner of Byrd and First streets. In all his public and private relations his life was marked by the strictest integrity, and his friends mourn the loss of a good and true man.

THE OAKWOOD INVESTIGATION.—The special joint committee of the City Council appointed to investigate the discharge of W. L. Smith, keeper of Oakwood Cemetery, and other matters connected with the grave-robberies at Oakwood, met last evening. Present: Messrs. Ellyson, Williams, Gray, Christian, and Hardgrove. The committee examined ex-Keeper Smith, Mr. McDowell, and three laborers employed at Oakwood.

PHYSICIAN TO THE RETREAT FOR THE SICK. Dr. James T. Humphreys has been appointed from the graduating class of the Medical College as resident physician for the Retreat for the Sick. This office holds good for the ensuing year.

DAILY DISPATCH.

VOL. LVII. RICHMOND, VA., FRIDAY MORNING, MARCH 5, 1880. NO. 56.

VIRGINIA'S GREAT RAILROAD.

FINAL CONTRACT WITH CANAL COMPANY EXECUTED.

The $500,000 Put Up and Cash Payments of $34,000 Made.

IMPORTANT AND INTERESTING MEETING OF THE STOCKHOLDERS OF THE JAMES RIVER AND KANAWHA COMPANY YESTERDAY—CONFERENCE WITH THE RICHMOND AND ALLEGHANY RAILROAD COMPANY—THE CONTRACT FOR THE SALE OF THE CANAL EXECUTED. THE FORFEIT PUT UP, AND THE CASH PAYMENTS MADE—CERTIFICATES OF THE TREASURER AND BOARD OF PUBLIC WORKS—MEETING OF THE DIRECTORS OF THE RICHMOND AND ALLEGHANY RAILROAD COMPANY—PERSONAL, &c.

An adjourned meeting of the stockholders of the James River and Kanawha Company was held yesterday in the company's office in this city—Mr. Thomas W. McCance in the chair, Colonel William P. Munford secretary.

Major Johnston, president of the James River and Kanawha Company, said that he had been engaged since Wednesday working day and night vigorously in the effort to get the matter of the contract with the Richmond and Alleghany Railroad Company closed up. He had been informed by the Richmond and Alleghany Railroad Company that they were now ready to go on; that they had deposited, or had sent up to the Board of Public Works to ascertain where the Board of Public Works would have the company deposit, the $500,000 required by the act of Assembly to be made by the company; that they were ready also to pay to the James River and Kanawha Company the $30,000, and to the Buchanan and Clifton Forge railway the $4,000 required by the contract; and that notice of this fact would presently be furnished in writing.

CONGRATULATIONS.

Major Johnston congratulated the stockholders on this consummation so devoutly desired, and upon the probability of the early construction of a railroad up the James River Valley. He reviewed the action of the stockholders and the efforts in the past few months looking to the construction of this road. He was glad to say to the stockholders that the Richmond and Alleghany Railroad Company have now given full evidence of their faith and ability to build the road, and he believed that the construction of the road would be the beginning of a new era in Virginia, from which all would be more or less benefited.

THE CONTRACT FOR THE PURCHASE OF THE CANAL PROPERTY.

Major Isaac H. Carrington, counsel for the James River and Kanawha Company, then read the contract, as follows:

This deed, made this 4th day of March, A. D. 1880, by and between the James River and Kanawha Company, a corporation under the laws of the State of Virginia, party of the first part, and the Richmond and Alleghany Railroad Company, also a corporation of the State of Virginia, party of the second part:

Whereas the General Assembly of the State of Virginia heretofore passed an act approved February 27, 1879, entitled "An act to authorize the James River and Kanawha Company to make sale and transfer of all its works, property, and franchises to the Richmond and Alleghany Railroad Company, and to define the powers and duties of the Board of Public Works in respect thereto"; which act is in the words and figures following—to wit:

"Whereas in the act incorporating the Richmond and Alleghany Railroad Company the Legislature authorized said company to purchase any of the property and franchises of any work of internal improvement within the limits of its charter, and the said company has made certain propositions to the James River and Kanawha Company looking to the purchase of its property and franchises: therefore,

"1. *Be it enacted by the General Assembly of Virginia.* That the James River and Kanawha Company is hereby authorized to sell and convey all its works, property, and franchises to the Richmond and Alleghany Railroad Company, and that the proxies of the State of Virginia, representing its stock in the James River and Kanawha Company, are hereby authorized to vote for such sale and conveyance: provided that the contract of sale and the conveyance aforesaid shall contain the following provisions and conditions, and shall not contain any conditions or provisions inconsistent therewith: provided that before any contract shall be assented to by the State proxies, it shall be submitted to the Attorney-General of the State for his advice as to whether the terms of this act shall have been complied with.

"First. The consideration to be paid and rendered by the Richmond and Alleghany Railroad Company and the conditions of the sale and conveyance shall be the maintenance of the canal as a line of commerce, subject, however, to the interruptions and abandonment contemplated by the 9th clause of this 1st section; and the construction and equipment of the railroad hereinafter described, which shall be a first-class railroad with steel rails, the same gauge of the Chesapeake and Ohio railway, and equipped with ample accommodation for all passenger travel and freight transportation, within the time hereinafter limited, and the performance of the duties prescribed by the 6th clause of this 1st section; and also the assumption and payment of all the debts and obligations of the said James River and Kanawha Company which could be asserted against the James River and Kanawha Company, without meaning thereby to acknowledge or give in any manner any validity to any such debt or obligation which it would not have if the same were asserted against the James River and Kanawha Company, and reserving to the Richmond and Alleghany Railroad Company the right to make any and all defences in law or in fact which the said James River and Kanawha Company would have the right to make if this contract had never been executed. A schedule of such debts and obligations, including the bond or bonds which may have been given or which are to be given to the State of Virginia for the maintenance, clothing, and guarding of convicts, which shall be a pre-entered debt, shall be made part of the contract, and such bonds to the State of Virginia for the maintenance of convicts shall be a lien on all the property, rights, and franchises transferred by the James River and Kanawha Company to the Richmond and Alleghany Railroad Company, subordinate only to the mortgages now existing on the same, and shall be the first and preferred lien upon all other property, rights, and franchises of the Richmond and Alleghany Railroad Company now owned or that may be hereafter acquired by it. The lien on the property, rights, and franchises transferred shall be reserved in the conveyance to be made, and a mortgage shall be executed by the Richmond and Alleghany Railroad Company on its property, rights, and franchises existing, or to be acquired by it, to secure such debt to the State.

"Second. A sum of money to be agreed upon, not less than $30,000 nor more than $50,000, shall be paid in cash by the Richmond and Alleghany Railroad Company to the James River and Kanawha Company, and said sum shall be expended and paid out by the president and directors of the James River and Kanawha Company in payment of salaries and wages due officers and employees up to the time of the transfer, which may be made as hereinafter provided, and in the payment of such debts, charges, costs, and expenses as may have been incurred in the administration of the company since the 1st day of May, 1867; and should such sum be insufficient to pay all such claims, the said president and Board of Directors shall have full discretion and liberty in paying such as they may select. But if there should be a surplus remaining of said sum after discharging the claims hereinbefore described, such surplus shall be paid to the Richmond and Alleghany Railroad Company. But the bonds which may have been given, or which are to be given, to the State of Virginia for the maintenance, clothing, and guarding of convicts, and which said bonds are, by the terms of the contract with the State, to be payable five years after their date, shall not be included in the charges and expenses of administration payable under this clause, though fully included in the debts and obligations assumed by the Richmond and Alleghany Railroad Company.

"Third. The Richmond and Alleghany Railroad Company being willing to make this contemplated purchase only on the condition that it can negotiate an equitable settlement with the creditors of the said James River and Kanawha Company other than those specially paid under the second clause of this section, said company reserves the right on failure of such negotiation to give notice in writing to the president of the James River and Kanawha Company, or to its secretary, or to any officer found in charge of its principal office in Richmond, within sixty days from the passage of this act, of the failure of such negotiation and of the consequent annulment of this contract; but if said notice is not given within the said sixty days the right to give the same shall cease, unless the time be extended by the Board of Directors of the James River and Kanawha Company, but such extension shall not exceed sixty days; but the Richmond and Alleghany Railroad Company shall never claim or demand from the State of Virginia on account of the payment, purchase, or compromise of the outstanding bonds of the James River and Kanawha Company which were guaranteed and afterwards assumed by the State of Virginia, a larger sum than that which said Richmond and Alleghany Railroad Company may expend in payment, purchase, or compromise of said bonds. But this State shall not be liable for any bond, that the Supreme Court of Appeals have decided or may decide the State is not liable for.

"Fourth. The Richmond and Alleghany Railroad Company shall deposit with the Board of Public Works the sum of $500,000, in market value in United States bonds, or that amount in market value in other public securities, to be approved by said Board as a pledge for the completion of its railroad from Richmond up the Valley of the James river, on the north side of said river from the city of Richmond to a point at or near the Joshua dam, on or near the present location of the tow-path to Clifton Forge, with a branch of the same to Lexington from the mouth of North river, within twenty months from the date of such sale and conveyance. When the said Board shall be satisfied that twenty-five miles of said railroad are fully completed it shall surrender to said company $50,000 in value of said bonds; and for each successive section of twenty-five miles which may be completed an additional amount of $50,000 in value shall be surrendered, and on the completion of the whole work the whole of the bonds remaining with said Board shall be surrendered. But on failure of the Richmond and Alleghany Railroad Company to complete said railroad within the time prescribed as aforesaid, the said bonds so to be deposited by it as security shall be forfeited, and the same, or so many thereof as may remain with the Board of Public Works at the time of such forfeiture, shall be forfeited and delivered by said Board to the Commonwealth of Virginia. But if from any unforeseen casualties it should be found impracticable to complete the line within the time prescribed, the Board of Public Works shall have power to extend the time for a period not exceeding six months. The first one hundred and six miles of said railroad shall be constructed in ten months from the date of said contract and conveyance, and of said one hundred and six miles fifty miles shall be below Lynchburg, and fifty-six miles above Lynchburg, and any railroad constructed between Buchanan and Clifton Forge shall be counted part of said fifty-six miles above Lynchburg. The surrender of bonds above provided for shall, so far as said one hundred and six miles are concerned, be limited to that no withdrawal for more than fifty miles shall be made for construction above Lynchburg until at least fifty miles below Lynchburg are constructed. If the canal from Columbia in Fluvanna county to the First locks above Shidman's Mills on the Rivanna river, shall be discontinued at any time, said railroad company shall, within ninety days after said discontinuance, build a branch of their road along the line of said Rivanna river from Columbia to the locks aforesaid.

"Fifth. After a final and absolute contract of sale shall have been concluded between the James River and Kanawha Company and the Richmond and Alleghany Railroad Company, and within ten days after the James River and Kanawha Company shall have in writing notified the Richmond and Alleghany Railroad Company of its readiness to convey all its property and franchises in pursuance of such contract, the Richmond and Alleghany Railroad Company shall make the cash payment and deposit hereinbefore required on tender of such conveyance; and if such cash payment and deposit shall not then be made the contract of purchase shall be and become absolutely null and void; but the said contract must be made within one hundred and twenty days after the passage of this act.

"Sixth. It is hereby provided that the rate of dockage at Richmond shall not exceed the rate at present established by the James River and Kanawha Company, and all existing contracts for water privileges along the entire line shall be respected and maintained at rates not exceeding the present rates, except in those cases in which they may be cancelled or altered by agreement or extinguished by condemnation. It shall be the duty of the Richmond and Alleghany Railroad Company to maintain the present water supply of the docks and of the canal along its line between Bosher's dam and tidewater, and along the Lynchburg level between the water-works dam (which shall be preserved) above Lynchburg and the first lock below Lynchburg, and in the construction of its railroad it shall not so destroy or obstruct the present canal between Bosher's dam and tidewater, or between the water-works dam above Lynchburg and the first lock below Lynchburg, as to lessen the present water supply.

"Seventh. The maintenance of the canal by the Richmond and Alleghany Railroad Company, so far as required by the 1st and 9th clauses of this 1st section, and the construction and equipment by said company of the railroad hereinbefore described, within the time herein limited; and the performance by said company of the duties prescribed by the 6th clause of this first section shall be a sufficient compliance with all the conditions on which the franchises of the James River and Kanawha Company were heretofore granted to it by the State of Virginia; provided that nothing contained in this act shall release the Richmond and Alleghany Railroad Company from the obligation imposed on the James River and Kanawha Company by its charter to maintain farm bridges over any portion of the canal not filled up, and to keep open necessary ditches near the same; and where the canal is filled up, to permit the privilege of crossing where bridges formerly stood. A failure to build said railroad within two years from the date of the expiration of the time above prescribed for the completion of its works shall work a forfeiture of said works, property, and franchises, and also of the works, property, and franchises of said railroad company to said James River and Kanawha Company: provided, however, that such forfeiture shall not prejudice the rights of any creditor of said railroad company, and upon such forfeiture said James River and Kanawha Company shall thereupon be revived and restored as a corporation, with all of its rights, privileges, and franchises, just as they existed at the date of the passage of this act.

"And the Board of Public Works are hereby authorized and required, whenever in their opinion such forfeiture shall have occurred, to take the proper steps in the Circuit Court of the city of Richmond, by such proceedings as to them shall seem best, to have said forfeiture established and declared; and the said Board of Public Works shall, upon the adjudication of such forfeiture, take possession of said works, property, and franchises, and hold the same until the James River and Kanawha Company shall be reorganized, and thereupon turn the same over to said company; and the said Board of Public Works shall without delay cause said company to be reorganized in conformity with laws now in force in regard thereto.

"But nothing herein contained shall be construed as releasing the Richmond and Alleghany Railroad Company from any obligation now resting on the James River and Kanawha Company to erect bridges or make earth fillings, and keep the same in repair where the canal now crosses the streets of any city, if such obligation exists, provided the city of Richmond shall not make any bridge or filling which shall obstruct or injure the power or right of said Richmond and Alleghany Railroad Company to furnish the water power of said canal to parties desiring to use the same as required by the provisions of this act.

"Eighth. The said railroad company may, in approaching and passing through Lynchburg, arrange for the temporary use of any tracks already constructed, for a period not exceeding three years.

"Ninth. The substitution of a railroad for a canal, as a line of commerce, shall be so managed as not to interrupt the business of the canal during the progress of railroad construction on such parts of the canal as are not necessarily occupied by the railroad company at the time of construction.

"Tenth. All the property acquired or constructed by the Richmond and Alleghany Railroad Company under this act or otherwise shall be subject to taxation in the State of Virginia to the same extent and in like manner as that of other railroads or canals which are subject to taxation, notwithstanding any provision to the contrary in the charter of the James River and Kanawha Company, or in the charter of any other company to whose rights, privileges, or franchises the James River and Kanawha Company has succeeded.

"Eleventh. In any mortgage or deed of trust which may hereafter be executed by said Richmond and Alleghany Railroad Company on its works and property, at least one of the trustees shall at all times be a resident of the State of Virginia.

"Twelfth. The Richmond and Alleghany Railroad Company shall have no rights hereunder to build any dams in James river not already located, nor shall it have any right after the completion of its railroad to charge tolls upon the navigation of any part of said river, but may charge rents for the use of water derived from its works, as is now provided by law.

"Thirteenth. The Richmond and Alleghany Railroad Company shall not charge for tolls on boats, passengers, and freights upon the canal, so long as the same or any part thereof shall be operated by said railroad company, higher rates than the maximum rates charged by the James River and Kanawha Company since the 15th day of May, 1877.

"Fourteenth. When the railroad shall have been substituted for the canal as a line of commerce, as contemplated by this act, the Richmond and Alleghany Railroad Company shall pay to the owners of all boats then engaged in or fit for regular business operations on said canal the fair cash value of such boats at that time, said value to be ascertained by commissioners, to be appointed on the motion of any boat-owner, after ten days' notice to said Richmond and Alleghany Railroad Company, or on the motion of the said Richmond and Alleghany Railroad Company, by the Circuit Court of the city of Richmond, for the purpose of assessing and fixing such value; and upon the confirmation by said court of the report of said commissioners the said railroad company shall pay into said court the aggregate amount of the values so ascertained; provided the aggregate amount so required to be paid by said railroad company shall not exceed $25,000. And in the distribution of said aggregate sum, if it be not sufficient to pay all the amounts so ascertained, the said court shall give a preference to the owners of such of said boats as shall have been engaged in or fit for regular business operations on said canal at the time of the execution of the contract herein contemplated, and the residue, if any, shall be by said court distributed to the owners of such of said boats as shall have been put in operation upon the canal subsequent to the execution of said contract, the distribution in each class to be *pro rata*. And upon the acceptance of said ascertained value or of said distributive share, in every case the owners of the boat or boats, thus in whole or in part compensated for, shall deliver the same to the said railroad company, and thereupon the right of property in such boat or boats shall vest in said railroad company, but in every case in which said ascertained value or said distributive share shall not be accepted by boat-owners the said Court shall refund to said Richmond and Alleghany Railroad Company a corresponding sum of money out of the aggregate amount so to be paid into court as aforesaid.

"Fifteenth. The said Richmond and Alleghany Railroad Company shall furnish to the people on the south side of the James river, for the transportation of persons and produce across James river to the line of their railroad, facilities the same in at least equal to those now afforded by the James River and Kanawha Company.

"Sixteenth. The Richmond and Alleghany Railroad Company shall, within two years from the passage of this act, be required to provide all dams across James river from Richmond to the terminus of the line of the James River and Kanawha canal with suitable sluices, slopes, or fish-ladders, so that fish may have free passage up or down said river during the months of March, April, May, and June of each year, unless the water during said months be so low as not to run over such dams. Said sluices, slopes, or fish-ladders, shall be kept in good repair, and be restored in case of destruction, and be of such plan and construction as shall be approved by the Fish Commissioner of the State. Upon the completion, within the time specified, of the said sluices, slopes, or fish-ladders, the Richmond and Alleghany Railroad Company shall be released from any and all liabilities imposed by law upon the James River and Kanawha Company for failure to construct the same. With the approbation of said Fish Commissioner, the time herein specified may be extended to not exceeding twelve months.

"2. Before the execution of the contract herein contemplated between the Richmond and Alleghany Railroad Company and the James River and Kanawha Company there shall be a satisfactory agreement and contract made between the Richmond and Alleghany Railroad Company and the Buchanan and Clifton Forge Railway Company, and said agreement and contract shall be made within 120 days after the passage of this act.

"3. The Board of Public Works is further invested with full authority to institute all suits which may be necessary for the enforcement of said contract, and to defend all suits which may be brought against the said Board in respect thereto.

"4. The Circuit Court of the city of Richmond shall have exclusive jurisdiction of all suits in respect to said contract, whether brought by the Board of Public Works or by others; and the Board of Public Works shall be a necessary party to all such suits.

"5. Upon the final conveyance of the property of the James River and Kanawha Company to the Richmond and Alleghany Railroad Company herein contemplated, the contract between the State and the James River and Kanawha Company for the use of convict labor shall cease and determine, and the convicts then in the employ of the said company shall be returned and delivered to the Superintendent of the Penitentiary.

"6. The said Richmond and Alleghany Railroad Company shall be subject to the exercise of the police power of the city of Richmond, notwithstanding any rights claimed under the charter of the James River and Kanawha Company, as though it were a corporation now for the first time chartered.

"7. The said Richmond and Alleghany Railroad Company shall, as fast as they abandon the said canal, so drain the same as not to leave stagnant water, by which the health of the citizens along the line of said canal might be injuriously affected.

"8. The General Assembly shall at all times have the right to so regulate the charges for local and way travel and freight over the route of said Richmond and Alleghany railroad as to prevent unjust discrimination against such local and way travel and freight.

"9. This act shall be in force from its passage."

And whereas the said General Assembly passed another act approved the 4th day of March A. D., 1880, entitled "An act defining the conditions of conveyance and recordation under any sale the James River and Kanawha Company may make of its works and franchises"; which act is in the words and figures following—to wit:

"1. *Be it enacted by the General Assembly of Virginia.* That in any contract the James River and Kanawha Company may make for the sale of its works and franchises it may consent, with the approval of the Board of Public Works, that iron rails may be temporarily laid instead of steel rails, and that twelve months' additional time for construction may be given for all sections to be laid with steel rails made in Virginia.

"2. Any purchaser of such works and franchises may sell the same to the Richmond and Alleghany Railroad Company, or to any other corporation authorized by law to purchase.

"3. The tax upon recordation of the deed conveying said works and franchises shall be $1,250, and if the purchaser shall immediately convey the same to a corporation no additional tax shall be required for recordation.

"4. This act shall be in force from its passage."

And whereas the said General Assembly also passed another act approved the 4th day of March, A. D. 1880, entitled "An act authorizing the James River and Kanawha Company to sell and convey its works and franchises to the Richmond and Alleghany Railroad Company"; which act is in the words and figures following—to wit:

"1. *Be it enacted by the General Assembly.* That it shall be lawful for the James River and Kanawha Company to sell and convey, and for the proxies representing the State of Virginia in any stockholders' meeting of said company to vote for the sale and conveyance of its works, property, and franchises to the Richmond and Alleghany Railroad Company, upon terms and conditions of an act approved February 27, 1879, entitled an act, &c., notwithstanding the limitations of said act: provided the said sale and conveyance shall be made within five days from the passage of this act.

"2. This act shall be in force from its passage."

And whereas the party of the second part has contracted to make such purchase under the provisions and authority of the said acts aforesaid, and on the terms, conditions, provisions, and limitations herein set forth;

And whereas the party hereto of the second part has paid to the party hereto of the first part the sum of $30,000 in cash required to be paid by the 2d clause of the 1st section of the act recited;

And whereas the party hereto of the second part has deposited with the Board of Public Works the sum of $500,000 in market value in United States bonds as required by the fourth clause of the first section of the act hereinbefore first recited;

And whereas before the execution of this conveyance a satisfactory agreement and contract has been made between the party of the second part and the Buchanan and Clifton Forge Railway Company, and the sum of $4,000 as required by the said contract has been paid by the party hereto of the second part to the said Buchanan and Clifton Forge Railway Company: now this deed—

Witnesseth that for and in consideration of the premises and in pursuance of the acts of Assembly aforesaid, and in consideration thereof, and of the terms, conditions, provisions, and limitations therein contained, the James River and Kanawha Company doth hereby grant and convey unto the said the Richmond and Alleghany Railroad Company all the works, property, and franchises of the said James River and Kanawha Company, including all the lands, buildings, canals, basins, tow-paths, embankments, bridges, dams, locks, turnpikes, estates, and interests in turnpikes, roads, toll-houses, docks, wharves, ferries, ferry-houses, ferry-boats, the North River and Rivanna improvements, canal-boats, materials, tools, machinery, horses, mules, dredging-machines, and all the rights, water-power, water-rights, privileges, and franchises of the said James River and Kanawha Company, and all its other property—real, personal, or mixed—belonging or appertaining to the said canals, wharves, and docks, or connected with the proper equipment, operation, or conduct thereof; and all tolls, income, issues, and profits to be had or derived from the property, works, rights, privileges, and franchises hereby conveyed, or any of them, and all right to receive or recover the same, to have and to hold the property, works, rights, privileges, and franchises hereby conveyed, with all and singular the said appurtenances, tolls, rents, issues, and profits, unto the said party hereto of the second part, its successors and assigns forever.

Each of the parties to this deed hereby binds itself, its successors, and assigns to the full and faithful performance and fulfilment on its part of all the requirements imposed on said parties respectively by the acts hereinbefore recited.

A schedule of the debts and obligations of the James River and Kanawha Company, which is required by the first clause of the first section of the act first herein recited, is hereto appended, and is made a part of this deed.

The party of the first part doth warrant generally the property hereby conveyed.

In testimony whereof the parties hereto have caused their respective corporate seals to be hereto affixed, and these presents to be signed by their respective presidents the day and year first herein written.

THE JAMES RIVER AND KANAWHA CO.,
by *John W. Johnston*, President.
THE RICHMOND AND ALLEGHANY R. R. CO.,
by *Thomas N. Bartholomew*, President.

ATTORNEY-GENERAL'S OFFICE,
RICHMOND, March 4, 1880.

The foregoing contract of sale and conveyance between the James River and Kanawha Company and the Richmond and Alleghany Railroad Company has been submitted to me, and upon an examination of said proposed contract I find that the acts of the General Assembly under which it is made are inserted into the contract and made a part thereof, and that said contract is in all respects in compliance with the terms of said acts.

Given under my hand this day and year above written.

JAMES G. FIELD, Attorney-General.

THE CONTRACT WITH THE BUCHANAN AND CLIFTON-FORGE RAILWAY COMPANY.

Major Johnston next read to the stockholders the contract made with the Buchanan and Clifton Forge Railway Company, as follows:

This contract, made between the Richmond and Alleghany Railroad Company, party of the first part, and the Buchanan and Clifton Forge Railway Company, party of the second part, witnesseth, that whereas a contract of purchase is contemplated between the party of the first part and the James River and Kanawha Company, whereby, subject to certain provisions and contingencies therein set forth, the party of the first part shall acquire the works, property, and franchises of the James River and Kanawha Company;

And whereas the above-named contract of purchase is conditioned on the making of a satisfactory contract between the said party of the first part and the Buchanan and Clifton Forge Railway Company, if is hereby agreed that the Buchanan and Clifton Forge Railway Company assents to the contract aforesaid upon the following terms and conditions—viz.:

First. That in consideration of the consent given as aforesaid, the party of the first part hereby agrees and covenants to complete the railroad of the party of the second part along its entire line from Buchanan to Clifton Forge, and to equip the same within twenty months from the date at which the James River and Kanawha Company shall convey to the party of the first part its works, property, and franchises as contemplated in the agreement aforesaid between the two companies aforesaid.

Second. That of the $500,000 of bonds of the United States or other securities to be deposited under said agreement with the Board of Public Works the sum of $65,000 shall be held by the said Board as security for the performance of this contract; subject, however, to the pledge under which they are to be deposited as under the contract between the two companies as aforesaid.

Third. That before the transfer of the works, property, and franchises of the James River and Kanawha Company under the contract aforesaid the party of the first part shall furnish to the Buchanan and Clifton Forge Railway Company, in exchange for its mortgage bonds at ninety cents in the dollar, $4,000 in cash, to be used by the said company in payment and discharge of its floating debt other than the $5,500 of negotiable notes held by Lynchburg banks and bankers (which are secured by pledges as collateral of $11,000 of mortgage bonds) and other than unpaid land damages.

In testimony whereof, the parties hereto have hereunto affixed their corporate seals, and have caused these presents to be signed by their respective presidents, the same being done in duplicate, this 4th day of March, 1880.

THE RICHMOND AND ALLEGHANY R. R. CO.,
by *Thomas N. Bartholomew*,
President.
THE BUCHANAN AND CLIFTON FORGE R'Y CO.,
by *John W. Johnston*,
President.

A FORTHCOMING REPORT.

Major Johnston stated to the stockholders that it was his intention at some future meeting of the stockholders of the James Rive and Kanawha Company to present a report reviewing the transactions in connection with the present negotiations up to the present time, which he desired should be printed.

THE FIVE HUNDRED THOUSAND DOLLARS PUT UP.

About 4 P. M. Mr. John E. Massey, Auditor of Public Accounts and member of the Board of Public Works, appeared before the stockholders, in company with Mr. Thomas N. Bartholomew, president of the Richmond and Alleghany Railroad Company, and other members of that company, and stated that the company had given evidence of the deposit of $500,000 in United States bonds required by law to be held as a guarantee of the good faith of the company to construct the road.

Mr. Massey then read the following:

RICHMOND, VA., March 4, 1880.

To the Board of Public Works, Richmond, Va.:

Gentlemen,—We have purchased and hold for the account of the Richmond and Alleghany Railroad Company for the deposit in your custody of such bonds the sum of $500,000 in value in United States bonds, known as 5 per cents.

Very respectfully, C. N. JORDAN,
Third National Bank of the city of New York.

The following endorsement was written upon the back of this certificate:

The Board of Public Works would be pleased to know whether this deposit is satisfactory to the James River and Kanawha Canal Company, the original having been deposited with the Board of Public Works. Very respectfully,

FRED. W. M. HOLLIDAY,
President Board of Public Works.

A CERTIFICATE FROM TREASURER REYNOLDS.

Also the following:

RICHMOND, VA., March 4, 1880.

I hereby certify that on a visit made by myself to the city of New York for the purpose of obtaining information in regard to the pecuniary status of certain parties who have associated themselves together, under the name and style of the Richmond and Alleghany Railroad Company, for the purpose of purchasing and becoming owners of the James River and Kanawha Canal Company, that out of the abundance of evidence obtained, I am fully satisfied not only of the abundant ability of the above-named company to comply with the terms of the proposed purchase, but also of the safe and reliable pecuniary condition of the First National Bank of the city of New York and also of the Third National Bank of said city.

C. M. REYNOLDS,
Treasurer of Virginia.

CERTIFICATE OF THE BOARD OF PUBLIC WORKS.

The following certificate from the Board of Public Works was subsequently presented by Mr. Massey:

OFFICE OF THE BOARD OF PUBLIC WORKS,
RICHMOND, March 4, 1880.

The Board certifies to the James River and Kanawha Company that the Richmond and Alleghany Railroad Company has deposited with the Board five hundred thousand dollars in value in United States bonds, the same being deposited in compliance with requirements of the act of Assembly approved February 27, 1879, and the acts amendatory thereof, and in contemplation of the purchase by said Richmond and Alleghany Railroad Company of the works, property, and franchises of the James River and Kanawha Company.

FRED. W. M. HOLLIDAY,
President of Board Public Works;
JOHN E. MASSEY,
C. M. REYNOLDS.

NOTIFICATION FROM THE RICHMOND AND ALLEGHANY RAILROAD COMPANY.

Major Johnston next read the following:

RICHMOND AND ALLEGHANY RAILROAD CO.,
OFFICE THIRTEENTH AND MAIN,
RICHMOND, VA., March 4, 1880.

Hon. John W. Johnston, president James River and Kanawha Company:

Dear Sir,—I have the honor to inform you that the Richmond and Alleghany Railroad Company is now ready to perfect its purchase of the property, works, and franchises of the James River and Kanawha Company. The Richmond and Alleghany railroad has made the deposit with the Board of Public Works required by law to be made as a condition of such purchase, and is now ready to make the required payments and to receive the deed of your company in the form agreed upon by counsel, and to execute the same on its part.

In the further adjustment of the debts of your company and in removing other obstacles we hope for the same cordial assistance that has been heretofore given.

Very respectfully yours,

SHEPPARD HOMANS, Secretary.

CONTRACT ORDERED TO BE EXECUTED.

Mr. Barclay presented the following:

The President having presented a communication from the Richmond and Alleghany Railroad Company stating that said company is now prepared to make the purchase of the works, property, and franchises of this company in pursuance of the terms of the several acts of Assembly authorizing the same, and the Board of Public Works having communicated to this company the fact that the deposit of $500,000 in value of United States bonds has been made with the said Board, as required by the act approved February 27, 1879, the President thereupon submitted to the meeting the draft of a contract and conveyance prepared in pursuance of said act and the acts amendatory thereof, for the sale and conveyance of the works, property, and franchises of this company to the said Richmond and Alleghany Railroad Company, with the certificate of the Attorney-General of the State of Virginia appended thereto, certifying that the terms of said act have been complied with in said proposed contract and conveyance, it is therefore

Resolved, That so soon as the payment of $30,000 required by the second clause of the first section of the act of February 27, 1879, has been made, and so soon as the contract recited in said contract and conveyance as made with the Buchanan and Clifton Forge Railway Company has been fully executed, and the $4,000 called for thereby has been paid, that then the president of this company, for and on behalf of this company, shall execute the contract and conveyance aforesaid with and to the Richmond and Alleghany Railroad Company, and deliver the same.

The resolution was unanimously agreed to.

The meeting then took a recess to 8 P. M.

THE CASH PAID.

After the recess of the stockholders, Colonel McCook, of the Richmond and Alleghany Railroad Company, asked Major Johnston if he was ready to execute the contract with the Buchanan and Clifton Forge Railway Company. Major Johnston replied that he was, and thereupon Colonel McCook handed to Major Johnston the certified check of the Richmond and Alleghany Railroad Company for $4,000, and received in exchange bonds of the Buchanan and Clifton Forge Railway Company amounting to $4,500. The agreement was then signed by Mr. Bartholomew for the Richmond and Alleghany Railroad Company, and Major Johnston for the James River and Kanawha Company.

The contract with the James River and Kanawha Company was next executed and the $30,000 paid by Colonel McCook to Major Johnston.

NIGHT SESSION.

The stockholders of the James River and Kanawha Company resumed their session at 8 P. M., but no business appearing the meeting adjourned until 12 M. to-day.

MEETING OF THE RICHMOND AND ALLEGHANY DIRECTORS.

The Board of Directors of the Richmond and Alleghany Railroad Company met last night at the Exchange Hotel and transacted a good deal of routine business incident to the purchase of the works and franchises of the canal company.

ET CÆTERA.

It is understood that operations will be commenced without delay, and the work pushed forward as rapidly as circumstances will permit.

Among the friends of this proposed line up the beautiful Valley of James