

the five years allowed for the completion of one hundred miles of the canal, had expired before so much of the work had been actually brought into use.

“For it would be absurd to contend, after allowing five years to be a reasonable time for the execution of so much work, that a failure to complete it in eighteen months, incurred a forfeiture of the right to do so at all; and the more especially, as such failure is imputable to the legal proceedings of one of the parties to the charter of the company.”

The undersigned are therefore unhesitatingly of opinion, that the charter of the Chesapeake and Ohio Canal company will not be forfeited by a failure to complete one hundred miles of their canal within the prescribed limits, and that the company will be allowed to complete the same, so much time in addition to the five years as they were forced to lose of those five years by the legal obstacles to which they were subjected.

The undersigned deem the steps proposed to be taken by the majority of the committee, to vacate the charter of the Chesapeake and Ohio Canal company, as measures, which must be assented to by the States of Virginia, Pennsylvania and the congress of the United States, by concurrent and conformable acts of Legislation on their parts, before they can have any effect.

The charter of the canal company is a contract between those governments and the State of Maryland, and that company is the creature of such contract. Without the concurrence of those governments and the old Potomac company, according to the express terms of the charter, the present company could have had no existence, and neither can that existence be terminated without a like concurrence. The old Potomac company was the creature of a compact between Virginia and Maryland, and their charter could in no instance have been changed, nor could it have been declared void without the consent of both those parties. This is made manifest by the conjoint nature of the title to the stream designed to be improved; by the terms of the charter itself, and the uniformly concurrent legislation of both States in all matters relating to the company, as well as those in amendment as those in accordance of the charter. In like manner the charter of the new company is a contract between the parties whose assent was made necessary to the act of incorporation. The same river was designed to be improved; the same uniform course of Legislation has been adopted and pursued; the