

the necessary room for each work without material disadvantage to either, or where such disadvantages were slight, and were, in our opinions, mutually, or about equally balanced, were accordingly adjusted, by mutual understanding, as they are now laid out, and comprising the space included between the parts estimated as the lower and upper points of rocks, and that between the upper point of rocks and Catoctin creek. The lines being so laid as to give full breadth to all parts of the works, with the only exception, that in some places, to save expense, it was thought proper (as it will be also in some places between the two Catoctin creeks) to allow less than eight feet as the breadth of the berm of the canal. Though we have not thought it necessary to treat these parts of the location as in direct and necessary collision, yet, such is the proximity and intimacy of the two lines throughout these spaces, that it is worthy of consideration whether similar regulations to those that shall be adopted with regard to the points of rocks relative to their construction, ought not to be pursued with regard to these.

The independent locations between Miller's Narrows, and Harper's Ferry Narrows, and for some distance in the latter, did not clash either directly or indirectly,—nevertheless, there might also be a disadvantage experienced here in carrying on the construction of the two works at the same time, by different contractors and companies of workmen.

In the locations at Miller's Narrow, and at Harper's Ferry Narrows, it became necessary to respect the public road, now travelled between Harper's Ferry and Fredericktown; we have consequently made the necessary provision for it, and located it between the canal and the Rail Road.

On reflection, it appears to us, that it may become necessary, in some instances, to procure materials for embankments and walls for the canal from places across the line of the Rail Road, and to carry the surplus materials from the Rail Road to places across the canal,—it might therefore be mutually advantageous to the two companies, to enter into an agreement embracing all such contingencies, as well as such as might arise in cases of repairs in future.

This report is accompanied with the necessary maps, profiles, tables and estimates, in duplicate; a copy of each is herewith forwarded to each company, and referred to and described in a paper marked A, also in duplicate, and accompanying this report.\*

Respectfully submitted,

Signed, NATHAN S. ROBERTS, } Com'rs  
Signed in duplicate. J. KNIGHT, }

\* For Analysis of this report, see appendix, document B.