

asked by either, the other will be able when the occasion presents itself, to decide, more definitely, and intelligently, whether any just objection lies against it. 'Tis known, that the Canal company, has contemplated and asked for some enlargement of its chartered privileges, in matters solely appertaining to its internal operations and management, and in which 'tis presumed, the Rail Road Company has no possible interest.

'Tis thought best, in order to avoid complexity and delay, to make the present arrangement a simple adjustment of present and urgent points of controversy, on the proposed extent of the route in dispute. The Canal company as a body, has never contemplated, nor, in the absence of specific authority from their constituents, could the President and Directors be authorized to entertain negotiations on ulterior and collateral matters, or for any restrictions or modifications of chartered rights or privileges, but what tend necessarily and directly to the adjustment of *existing differences*, as to the conflicting claims of the two companies to the route in dispute.

#### *Second Proposition.*

Understanding this proposition as intending to refer to, and adopt the report of the commissioners, as the basis of the terms, and the mode of the conjoint operations of the two companies, and as determining the use and application of the surplus materials, produced by the excavations, so far as the conjoint operations extend, and the principles upon which the proportions of the expense of the several parts of the work, done under joint contracts, are to be liquidated between the two companies, it is acceded to as an outline; but it is suggested, that the counsel of the two companies, unite in extending the heads of this proposition into the proper details, conformable to the plan of the commissioners, and the proposed table of rates.

This proposition, however, leaves the same matter undetermined, which was left so by the commissioners, in consequence of Mr. Knight's opinion, that a report on that point was not within the sphere of their authority; a point quite indispensable to be definitively settled in the terms of compromise. This regards the proportional liquidation of the extra expense estimated by the commissioners, at [\$12,625.55.] as consequent to the compromise, under the conjoint operations at the points proposed. We presume this should be understood as a joint charge to be equally borne by the two companies, and should be so expressed in the terms of compromise.