

you apprise us "that the modifications in detail" made by us of your proposal, which you regard as "minor subjects" "may be satisfactorily arranged by an amicable discussion between the parties, provided *the basis*, on which the compromise is to be made, shall first be agreed upon."

You now apprise us, however, that you can "perceive no reason whatever, for subjecting your company to the expense of constructing a road in any part of the contested ground, until the right of way, *throughout the entire line* shall be secured" to you.

If we are correct, in our inference, from this frank avowal of your opinion, that a compromise of the *whole* route, from the Point of Rocks to Cumberland, is an *indispensable condition*, "or *the basis*" of any joint prosecution of the two works even as far as Harper's ferry, then we are obliged to say, however reluctantly, that to such a condition we can, by no means accede.

Whilst we readily admit the unquestionable right of the Baltimore and Ohio Rail Road company, to vary at pleasure their course of policy and measures, when not conflicting with the rights of others, we are utterly at a loss to reconcile, upon any rational or just consideration, the position now taken, to that which upon a former, but recent, occasion, in answer to a proposition from us to extend our respective works to Harper's ferry, it was then assumed "that it can hardly be for the public interest, that two works of such magnitude, intended for the same precise object, and involving so large an expenditure, should be constructed for so great a distance, immediately along side of each other, when one would answer all the requisite purposes." In this opinion we entirely concurred, believing, as we have always done, and now do, that neither the public interest, nor that of our respective companies, would be benefitted by the construction of both works, in juxtaposition throughout the entire valley of the Potomac. An union, to that extent of a canal and rail road, if practicable, would be attended with increased cost, with inevitable and indefinite delay to both works; and with an augmentation of hazard to the canal, from being protruded, for many miles into the bed of the river, which a regard for the public interest, and our duty to our immediate constituents, the stockholders of the Chesapeake and Ohio Canal company, imperiously and absolutely forbids us to encounter.