

reasonable expectation, the rail road company should be defeated by such claim to prior choice, it would, by stopping at the Point of Rocks, and then crossing into Virginia be saved the expense of the construction under the compromise, of a comparatively useless road, and the additional expense and difficulty of a viaduct over the more rapid and dangerous torrent of Harper's Ferry. In a word, while the canal company had every thing to gain, and nothing to lose by getting as far as Harper's Ferry only, the rail road company had nothing whatever to gain, and was certain of being subjected, under the most favorable circumstances, to expensive and ruinous delay by its opponent. The proposition by the canal company, therefore, to end the compromise at Harper's Ferry, and leave the remainder of the route to litigation, was, of necessity, rejected by this company, as unfair and unequitable, and inconsistent with the duty which the president and directors owed to the stockholders, whose interests were in their keeping.

Notwithstanding the rejection in fact, of the terms of compromise by the canal company, this company made another attempt on the 25th October, to agree upon and establish a basis of compromise; and as the canal company, in a communication of the 20th September, dwelt much upon the delay of the surveys above Harpers' Ferry, as spoken of in the seventh proposition, this company proposed, that, instead of waiting until both works were constructed to Harpers' Ferry, the commissioners should proceed to survey at once, the route above, with a view to a compromise similar to that which had been effected below that place. The reply to that letter was signed by the president of the canal company, and refused to consider at all the proposition of a compromise along the entire line; and quoted a part of a paragraph in a former letter of this company, to prove; that, in rejecting a partial compromise, it had varied its policy and measures to the injury of the canal company. Upon reading the *whole* paragraph, it appeared, that the proposal made in that letter was, "that the two companies should each prosecute its respective work to the point of junction," and after they had both been put in operation *to that point*, and their relative value ascertained, that then, from the place of interference, "the work which the country should decide upon to be the best, could and ought to be, exclusively prosecuted." It is sufficiently clear, that "*the point of junction*," referred to in this letter, was not at Harpers' Ferry but at "the Point of Rocks," twelve