

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, is not at Harper's Ferry, but at the "Point of Rocks," 12 miles below Harper's Ferry, and that, up to the Point of Rocks, the rail road does not pass over any part of the contested grounds. So far from having changed the course of policy which induced the making and approval of that proposition on the part of this board, they still are ready, as they always have been, to carry it fully into effect.

This board have always thought, and still think, that it is not for the public interest that the two works should be constructed along side of each other, if one of them should be found competent to answer all the requisite purposes, and in this view, they made the proposition mentioned in their letter of the 19th January, 1830, being at that time under the impression that the canal would be supplied at, or near, the Point of Rocks, the first "point of junction," with water by a lateral canal from the Monocacy which they had understood it was proposed would be constructed near to Fredericktown; as soon, however, as this board were apprised that the canal company did not rely upon that source for a supply of water between Monocacy and Seneca, but must draw their supplies from the Potomac, at or near to Harper's Ferry, they at once, in order to accommodate the canal company, offered to extend the proposal for compromise as far as the point desired by that company, in order to enable them to obtain the requisite water for their works. But in doing this, it was not the expectation of the rail road company to place either company in the situation to stop the work of the other at the point to which the compromise was thus to be effected. The language and stipulations contained in the 7th clause of the proposition of this company show plainly that, although both parties were to be left at liberty to go on, yet the board believed that one of the works would be terminated at Harper's Ferry, even if the agreement and compromise, then proposed, should be adopted.