

nounced by one of the judges of the Supreme court, and his associate in the county of Montgomery, that the charter of the company does not impose on it, the injurious obligation to erect permanent bridges across the canal. It will comply with the wishes of Pennsylvania, that provision be made for the commencement of the western section of the canal, without causing a diversion of the present funds of the company from its eastern section; and, by conciliating the friendly co-operation of that powerful commonwealth; facilitate the construction of that section and effect, it is confidently hoped, a release, by its legislature, of the condition attached to their concurrence in the charter of the company, that a moiety of any subscription of the United States to the stock of the canal, shall be applied to the construction of the western section, prior to the completion of the eastern. In this view, it will aid the present efforts of the undersigned to enlarge the subscription of the United States, and to place the whole work in a train for speedy execution.

To obviate the inconvenience of constructing those farm bridges, which are always expensive, as well as inconvenient, and have moreover, often proved fatal to the lives of several passengers on the canals of New York, and in some cases on those of Ohio, purchases have been made of small parcels of land between the canal and river, which, in their own right, the Chesapeake and Ohio canal company have no authority to hold. It has always been designed to sell them, with the express condition, that no bridge shall be required of the company at any subsequent period, to connect them with the lands on the opposite side of the canal.

To avoid holding them, in the interval, through the agency of trustees, the undersigned solicited, by a former memorial, the right to hold them in the name of the company.

They had previously ascertained that the entire extent of such acquisitions between Georgetown and Harper's Ferry, would not reach fourteen hundred acres of land, of which about four hundred were reported to be inarable. Since this period they have effected, in almost every case, in which a purchase has not been made of this land, a compromise, by which the owner has agreed to accept a ferry and a boat, instead of a bridge. Still, there are cases, where even this accommodation is purchased, at a cost, far exceeding the actual value of the land of a proprietor between the canal and the river; and the purchase which grows out of this compa-