

these apprehensions I have considered myself bound to mention them in the most perfect frankness.

With reference to the provisions of the act, passed for the benefit of both companies, that inspire many of the stockholders of the canal company with fearful forebodings, I am free to say that I deem them unexceptionable and that I am satisfied that practice would prove them to be so. But as many of the individuals and several of the corporations interested in the canal company think differently, as I suppose, from the influence of distrust, created by jealous fondness for their work, and a very natural unwillingness to confide its concerns, even contingently, to the control of others than its own officers, and as their co-operation is essential to assure the acceptance of said law, I most earnestly desire and respectfully advise a reconsideration of the subjects mentioned in the aforesaid propositions—and that said propositions be referred to a committee with power and instructions, to confer with such committee as the canal company may designate to confer with them, and to make such arrangements as may be found mutually acceptable—for unless this course be pursued, it is obviously impossible for the president and directors of that company to assure the stockholders that you will ever eventually feel inclined to accord their wishes, as to either of said propositions, or that you would agree to any of them, even in a modified form—nor do you know that for reasons, which you might assign, whether they might not be induced to waive several of those propositions, and to content themselves with the execution of the law in the manner that you expect, it will be administered. So far as I could judge from oral intercourse with many influential stockholders of that company, in and after a recent general meeting, a large majority seem to think it indispensably necessary, and a pre-requisite to their assenting to the terms of the aforesaid act, that an agreement should be made, that no *permanent bridge* should be constructed across the canal, at a less elevation than 17 feet above its top water line.

And in a short conversation which I held with Mr. Knight, your chief engineer, on the 11th instant, he remarked that he did not perceive or think that there was any reason to prevent your making such an agreement.

Now, because this stipulation might of itself be highly gratifying to that company, and complied with the privilege to construct either pivot or draw bridges at lower elevations cannot be injurious to yours.

I advise that it be expressly authorised.

With regard to their *second* proposition, which relates to the security of their work and its cost at places of joint construction, for as much as the law provides that the work be made *secure*, an absolute term, and also that it shall not, at such places, cost them more than, if it were independently constructed, the promise to give your engineer liberal and appropriate instructions might ob-