

In the year 1834, the work now contemplated was commenced, but after some progress had been made therein, it was abandoned. We shall now cause it to be thoroughly completed.

By a letter dated the 7th ultimo, the President of the Baltimore and Ohio Railroad Company informed the President of this company, that, "until otherwise ordered, the rate for the transportation of coal from Cumberland to Dam No. 6 will be four cents per ton per mile, and for iron six cents per ton per mile." A copy of the letter containing the reasons given for this proceeding is in the Appendix, marked No. 5. For the reply of the President of this company, and the resolutions of the Board in relation to the subject, see Appendix Nos. 6 and 7.

In view of the numerous publications which have emanated from the Baltimore and Ohio Railroad Company, in regard to the cost of transporting coal on their road, and of their repeated assertions, that they could engage in the business "without danger of serious competition from any other rival," it must certainly be admitted that their present movement is difficult of satisfactory explanation. If two cents per ton per mile for the transportation of coal between Cumberland and Dam No. 6 be not an adequate remuneration to that company, or if with that charge they cannot sufficiently prevent the coal trade from passing down to the canal, and thereby secure it to themselves, under all disadvantages of existing circumstances, the idea that their road can be a "rival," after the canal shall be finished to Cumberland, cannot be entertained by any intelligent mind. They have not, as we are advised, altered their charges for carrying coal from Cumberland to Baltimore city, or to other points on their road, and they remain at the same rates as heretofore.

Those coal dealers only who might desire to have their cargoes unloaded at Dam No. 6 are to be charged *four cents* per ton per mile, which is the *maximum* amount allowed by their charter, although, indeed, the rail road company have heretofore asserted their ability to carry coal at a less actual cost to that point than on the entire or other parts of their road. A stranger, unacquainted with surrounding circumstances, would be totally at a loss to assign a motive for this singular proceeding; but its object is easily understood, when it is known that the present *finished* portion of the Chesapeake and Ohio Canal terminates at Dam No. 6, and that the two works coming in contact at that point the coal brought down by the road can be there transferred to the canal. But we regard this measure not only as excessively exacting, and altogether indefensible in itself but as being in plain violation of the formal arrangement entered into between the two companies in the fall of 1843. By that arrangement, the rail road company expressly agreed "to fix their charge for the transportation of coal from Cumberland to Dam No. 6 at two cents per ton per mile, and at that rate to transport it for any person or persons, so long as it should not interfere with their general trade, nor require a material augmentation of their machinery." It is true that in a letter written sub-