

sequent to the ratification of the arrangement by the board of directors of both companies, the president of the rail road company, after repeating the *terms* of the agreement in the language above quoted, concludes the sentence by saying "it was of course to be understood, that of '*such necessity*' the rail road company would retain the exclusive right of judging." And it is also true that this company conceded to them such right; but it was certainly not less "to be understood" that the right was to be exercised in good faith, and that the arrangement was to continue until the actual existence of the state of things which by its *terms* would authorize its annulment. It was in no view that can be taken of it made dependent upon the mere will and pleasure of the rail road company. In the Appendix to the special report of the 16th of November, 1843, the entire correspondence, which resulted in the consummation of the arrangement, has been published, and, by reference thereto, it will be found that, according to its spirit and terms, it contemplated a continuance until the canal should be finished to Cumberland, and was only capable of being annulled by the rail road company before that event, in case the coal trade between Cumberland and Dam No. 6 should increase to such an amount as to interfere with the usual general trade upon the railroad, or require a larger outlay for machinery to carry it on than that company might be willing to embark in the business. It is well known that neither of these contingencies have yet occurred, nor does the rail road company now set up any pretence to that effect. On the contrary, they have based their present proceeding on the *smallness* of the trade in question, and on arrangement already made and in progress for and extended trade in *these* (coal and iron) and other articles to the city of Baltimore and *other points* on the line of their road.

The coal trade on the canal during the last year, from which dates its *commencement*, was supplied from Cumberland by the rail road under the arrangement mentioned, and by boatmen who availed themselves of occasional high water in the river to bring down their cargoes, on its natural channel, to Dam No. 6. At that point the coal from both of these sources was introduced into the canal, and it is therefore impossible, from any data in our possession, to determine with accuracy the precise amount supplied in either way. The whole quantity of coal transported on the *canal* in the year 1844 was 4,871 tons, of which about 4,000 tons were probably brought down to Dam No. 6 by the rail road. Some of the reasons why the amount was "inconsiderable" during the year may be found by reference to the communication in the Appendix (marked No. 8,) pages 21 and 22, and we will leave it to others to say whether the facts there presented add any strength to the justification to the rail road company for their late movement. It must likewise be remembered that regular operations in the Cumberland coal business were only *begun* in the spring of 1844, and that in the Pennsylvania coal regions, although only 365 tons were carried to market in the first year, the quantity now amounts to