

“That the contractors Messrs. Gwynn & Co. will in our opinion be able to execute their contract for the completion of the canal between the points above mentioned, by the 1st of November, 1847, if there should be no material increase of the prices of labor over those of the last season, provided, they should be able to negotiate the bonds of the canal company which they have contracted to receive in payment without serious loss, but not otherwise.”

Two years elapsed, before the efforts for a satisfactory negotiation of the bonds were attended with success. In the mean time, and at an early period, Walter Cunningham, one of the contractors withdrew from the contract, with the consent of the other parties thereto. Subsequently Walter Gwynn, transferred his interest in the contract to Thomas G. Harris, one of the petitioners, who was accepted in his place by the canal company, and assumed a share in the obligations of the contract. During a great part of this period the work on the canal was entirely suspended. During this suspension, the Legislature of Virginia in consideration of the interest of a portion of the people of that State in the completion of the canal, and on the application of the contractors, passed an act authorising the board of public works to affix the guaranty of the State to the said bonds, to the amount of three hundred thousand dollars, on condition that available funds should first be provided, sufficient in their opinion to ensure the completion of the canal. Guaranties of the said bonds, to the amount of one hundred thousand dollars, were also obtained on similar conditions from the municipal authorities of Washington, Alexandria and Georgetown. As a further resource for securing the accomplishment of the work, the contractors placed much reliance upon the engagements which they had entered into with a large number of experienced and responsible contractors, for the completion of about two-thirds of the work at rates considerably below the estimates on which their contract was made. These sub-contractors not only declared their ability and desire to complete their engagements, but unanimously agreed to accept payment in bonds at par, for the reserved 20 per cent. on their respective contracts.

Having thus secured the availability of the bonds for meeting about half the cost of the work to be done, the contractors renewed their efforts for effecting a contract to secure the residue. From the failure of their previous efforts, and the continued distrust in the community, of the completion of the canal without the necessity of further means, they had become satisfied that a heavy sacrifice on a portion of the bonds must be submitted to, or the prospect of completing the canal, from funds obtained on these securities, must be abandoned. They were unwilling to adopt the latter alternative, so long as they were satisfied that the sacrifice which they would be called on to make would not be so great, as to defeat the fulfilment of their engagements for the completion of the canal.

Under these circumstances, impelled by their determination to fulfil their contract, however small might be the remuneration for their labours, they came to the resolution of disposing of such por.