

	For the Canal.	For the Rail Road.
Culverts, - - - - - " " - - - - -	-	50 "
Foundation for culverts each - - - - -	-	10.00 "
Grubbing and clearing per 100 feet - - - - -	-	5.00 "
Grubbing for the canal, per yard, run - - - - -	50 "	-
" " " at Miller's Narrows 300 dollars - - - - -	300	-
" " " public road at do. 150 " - - - - -	150	-
Embankment to be transported, per cubic yard, - - - - -	35 cents	-
Embankment of earth to be transported at Harper's Ferry Narrows for cubic yard, - - - - -	40	-
Grubbing for the canal at do. - - - - -	85 dollars,	-
" " " public road at do. - - - - -	15 "	-

It is further agreed by the two companies, that all bids by contractors be received either at the above estimated rates, or at rates stipulated at some per centum uniformly above or below the above rates, and that each company will pay upon its respective work, as the same progress accordingly.

Thirdly.—It is agreed that each company will appoint its own agent to estimate the value of labour performed upon its respective work, and that each company will severally pay the amount due upon such estimate, according to the terms and provisions of the contract, and that if either party refuse, or neglect to begin, or having begun, shall cease, or suspend its operations for thirty days, at either of those points above mentioned—the other party after giving thirty days notice, is to be left at full liberty to advance with its operations without connexion with, or interference by, or from the other, and in no case, is either party to be held responsible to the contractors, or other persons, except for labour done, or materials used upon its respective work.

Fourthly.—It is agreed by the said parties, that the two companies mutually agree, to allow each other to transport materials across each other's works, either for construction or repairs, provided, however, that neither party shall interrupt the travel, transportation or navigation, or do any damage to, or upon the works of the other,—and further, that the two companies do hereby agree, to permit and allow each other to extend a branch or branches of their respective works across the work of the other, upon condition, that such extension shall not interrupt the travel, transportation or navigation of the other, nor in any manner impair or damage the same; such extension in all cases to be made at the exclusive cost and risk of the party requiring it, which said party shall be held strictly responsible to repair and