

nal company, or any person, or persons acting under their authority.

Seventhly.—It is further agreed as a part of this contract and of the consideration and inducement thereto, that when either of the parties hereto, shall have completed the construction of its work as far as the joint location made and recommended by the commissioners aforesaid, acting under the order of the Chancery Court of Maryland, has been effected so as to be ready to use or put such work in operation to, or near to Harper's Ferry, the examination and survey by the said, or of other commissioners, at the instance of either party, shall be renewed and extended to Cumberland, in the same manner, and with the same view to the mutual accommodation and construction of the two works, as their former examination and survey aforesaid were made, and that when the location of the Canal and of the Rail road with such view shall have been effected as far as to Cumberland, and a return of the survey and estimates of construction made to the Court of Chancery by the said commissioners, it is agreed that the companies may, if so inclined, proceed to the joint and mutual construction of the two works, in the same manner, and on the same terms and conditions, as are herein before contained and agreed on, in regard to that portion of the route which extends from the lower Point of Rocks to Harper's Ferry, already reported on. And it is also agreed, that if either company shall decline proceeding to effect such joint survey or construction, or shall for the space of thirty days after notice from the other omit to unite and aid in such joint survey or construction, according to the true intent of the preceding articles of this agreement, the other company shall thereupon have the full right and power in virtue of this contract to proceed to the survey and construction of their respective works, without the molestation, interference or hindrance of the other.

Eighthly.—And it is also further agreed by, and between the said canal company, and the said rail road company, that when any dispute shall arise between the two companies or their agents respecting any matter connected with, arising under or out of this agreement, or any matter connected with the construction of the said works, or either of them, such dispute or difference shall be settled by mutual agreement between the Presidents of the two companies, if practicable; but if either President shall so desire, such difference shall be referred to the arbitration of two disinterested men, one to be appointed by each President, and when the two so to be appointed cannot agree; the two arbitrators thus chosen shall appoint a third person, and the two companies shall