

were offered on the part of the rail road company, "which, if assented to by the president and directors of the canal company, within thirty days from the date thereof, should immediately become, and be thereafter, binding on both the said companies, and the existing legal controversies between them in the equity courts of Maryland, so far as related to the above described limits, should be adjusted accordingly."

The "terms" proposed by the rail road company (a) consisted of eight propositions, most of which were based on the recommendations or suggestions of the commissioners, and extended to a detail which this company thought necessary to prevent subsequent misunderstanding or misinterpretation. The 1st, 2nd, 3rd, 5th, 6th and 8th, propositions, related chiefly to the detail of the contemplated joint construction—the 4th provided for the extension of branches "of either work across the other, upon condition that such extension should not interrupt the travel transportation or navigation of the other, nor in any manner impair or damage it"—and the 7th proposition provided, that when the construction of the work according to the joint location, should be completed as far as Harpers' Ferry, "examination and survey by the said, or other commissioners, at the instance of either party, should 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 the former examination and survey were made,"—and that when the location of the canal and of the rail road with such view, should have been effected as far as Cumberland, and a return of the survey and estimates of construction made to the court of chancery by the commissioners, the companies might, 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 agreed on, in regard to that portion of the route which extends from the lower Point of Rocks, to Harpers' Ferry, already reported on. And that if either company should decline proceeding to effect such joint survey or construction, or should, 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 should thereupon, have the full right and power to proceed to the survey