

**Point of Rocks, and the narrows at and below Harper's Ferry:** The president and directors of the rail road company have authorized the proposition of the following terms of mutual arrangement, which, if assented to by the president and directors of the said canal company, within thirty days from this date, shall 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 relates to the above described limits, shall be adjusted accordingly:—but if not assented to, and such assent in writing be not duly certified to this company, within thirty days from the date hereof, this proposition to be considered as rejected and void.

#### TERMS.

**First.**—The Chesapeake and Ohio canal company, and the Baltimore and Ohio rail road company, shall be authorized to cause their respective canal and rail road, to be constructed by mutual consent of the two companies, and for their respective accommodation, from the point or place where the routes of the said canal and rail road, as heretofore first surveyed and located, first came in contact or collision, near “the lower Point of Rocks,” along the left bank or north eastern side of the Potomac river to Harpers Ferry, agreeable to the survey and location made and recommended by Jonathan Knight and Nathan S. Roberts, commissioners, acting under the appointment of the court of Chancery of Maryland, as reported by the said commissioners to the said court, on the seventh day of July, in the year eighteen hundred and thirty, and in the manner prescribed in the said report; and to use and enjoy in the most beneficial manner, all such rights of way and privileges incident and necessary thereto, in, over and adjacent to the land on which their canal and rail road, respectively, shall be so constructed, as shall not be inconsistent with the title to the same, or similar rights and privileges in, or the use and enjoyment of them, in the same beneficial manner by the other company, and all claim by or on behalf of each company, to any exclusive or pre-emptive right inconsistent with the arrangement and compact hereby made, is forever relinquished.

And further, in consideration of this mutual compact, and as a condition thereof, it is hereby mutually stipulated and agreed, by each of the said companies, to and with the other, that no part of the lands or privileges hereby granted conceded and secured to the said companies respectively, shall, by either of the said companies, or by the authority or permission of either of them, be used in any way directly or indirectly, for or in aid of any other object or purpose, than such as is now virtually, or expressly authorized and permitted to each company by their respective charter, that is to say, that the Baltimore and Ohio rail road company binds itself not to use nor appropriate the