

said ground, except for a rail road, and its necessary appendages,—and the Chesapeake and Ohio canal company binds itself not to use nor appropriate the said ground, except for a canal and its necessary appendages.

Secondly It is agreed by the parties aforesaid, that the two companies, with the view to the mutual accommodation of each other, and for the purpose of saving expense, and avoiding misunderstandings with the contractors, will agree to carry on the two works conjointly along the several points where they come into contact, or very nearly approach each other, viz. at the lower Point of Rocks, at the upper Point of Rocks, at Miller's narrows, and at Harpers Ferry narrows; and as the commissioners aforesaid, appointed by the Chancellor of Maryland, to locate the rail road and canal, along the north bank of the Potomac, in estimating the cost of these works, have assumed that the expense will be as follows: viz.

	For the Canal.	For Rail Road.
Excavation of solid rock, per cubic yard, 100 cts.	100 cts.	100 cts.
ditto loose do	40	40
ditto earth,	25	
ditto cary earth,		12½
ditto hard do		25
Protection wall for the canal, per perch,	35	
Partition wall,	30	30
Culverts,		50
Foundation for culverts, each,		10.00
Grubbing and clearing per 100 feet		5 00
Grubbing for the canal, per yard, run	50	
ditto at Miller's narrows	300 dollars,	
ditto public road, at ditto	150	
Embankment to be transported, per cubic yard,	35 cts.	
Embankment of earth to be transported at Harpers Ferry narrows for cubic yard,	40	
Grubbing for the canal, at ditto	85 dollars,	
ditto public road, at ditto	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 the 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