

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 others 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 works 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 make good all injury done to the party over or under whose works these branches may be conducted.

Fifthly It is agreed between the said parties, that any contractor who may be employed upon a joint contract for the two companies, shall be dismissed upon the requisition of the president of either company, made by authority, and in pursuance of a resolution of his board, and that a provision to this effect be entered into all such contracts.

Sixthly. And whereas the entire location of the Chesapeake and Ohio Canal, is deemed by the said canal company to have been definitively made and established along the whole line between the lower Point of Rocks, and the bridge across the Potomac, at Harpers Ferry aforesaid, whilst the definitive location of the precise track of the Baltimore and Ohio rail road along the adopted route, has been completed only from the lower Point of Rocks, to the big or lower Catoctin creek, both inclusive, and from Miller's narrows to the said bridge across the Potomac at Harpers Ferry aforesaid, both inclusive, leaving a space intermediate to the big or lower Catoctin creek, and Miller's narrows, of about seven miles of the adopted route, on which the rail road has not yet been definitively made. It is therefore, agreed between the said canal and rail road companies that such parts of their respective works, as shall not be constructed, conjointly, as aforesaid, in pursuance of this agreement, may be separately constructed by each respective company, at any time, and in any manner whatever, without let or hindrance from the other, as the same has been located, by the said commissioners, or by either of them; and that the said rail road company, may at any time, complete the location of their rail road