

quantity or value of the work to be performed, shall be given in writing, and that when any claim shall be made by any contractor for extra compensation, for work performed under such order, the order shall be produced.

21. It is further agreed that in case of the death, resignation or absence of the engineer, the president and directors may depute any other engineer to act in his place.

22. The contractor shall not or transfer said contract, or any part thereof, to any other person without the consent of the engineer, he shall be liable in all damage done in any way by himself or workmen to the properties adjoining, or through which the road passes and the extent of such damage shall be deducted from the price of the work, he shall upon the application of the engineer of the time being discharge any laborer or workman from his employment, and he shall not employ any person, workman or laborer who has been discharged by any other contractor for improper or disorderly conduct; and further, he shall not sell or use or permit to be sold or used on said road intoxicating liquor, either to persons in his employ or to any other person or persons, on or near the line of the rail road. In fine, the contractor will co-operate in the maintenance of such system of police, and will conform to such regulations as in the opinion of the engineer for the time being shall conduce to the regular and peaceable progress of all parts of the work, and tend to prevent all unnecessary interference with the rights, privileges and property of persons in the vicinity of said rail road.

23. In condition of the fulfilment by said contractor of the foregoing provisions of this contract, the said company, by Thomas Emory, their President, does hereby promise and agree that said corporation, shall and will, for doing and performing the work as aforesaid, pay or cause to be paid to the said M. Duval, the said contractor, his heirs, executors or administrators, at the rate of the average estimated cost for every cubic foot, as set forth in the report of Col. James Kearney, chief engineer, to the commissioners, dated January 24, 1837, to which said report heretofore printed, express reference is hereby made, and the estimate therein for excavation, embankment, clearing and grubbing, is to be the standard by which the company are to pay said M. Duval for these several descriptions of work herein covenanted to be performed.

24. Provided that the engineer, for the time being, shall decide on the quantity and quality of these several descriptions of work, and that his decision shall be final and conclusive.

25. And it is further provided, that in case the contractor shall not, in the opinion of the engineer, for the time being, well and truly, from time to time, comply with and perform all the covenant herein before stated and stipulated on his part, the said engineer at his discretion may dismiss him from the work, and that then and in that event, the foregoing agreement shall become null and void, and any balance for work done on said road, which would have