

luments therefrom arising to the said parties of the second part and their heirs and assigns, to the only use of the said parties of the second part and their heirs and assigns forever—as joint tenants at common law, subject nevertheless to an agreement made the twenty-fourth day of September 1841, between the party of the first part and the Lancaster and Susquehanna Slack Water Navigation Company—Provided always, and it is the true intent and meaning of these presents, and the parties hereto, that if the party of the first part shall well and faithfully pay the debts and sums of money and, apply to this purpose the net tolls, profits and revenues of the said canal, works and property as hereinafter specified and directed, then these presents to be void. First—the party of the first part shall pay out of the net proceeds aforesaid the interest to the State of Maryland as the same may hereafter accrue, and all such sums of money, to James Hepburn, J. M. Haldeman, the executors of E. Coleman deceased, Simon Cameron, John C. Boyd, John McKim Jr. Joseph Todhunter, Wm. G. Harrison, Hugh Boyle, Wm. Bose, James Cheston and John N. Lane, as they or either of them have paid for the party of the first part, or for the Tide Water Canal Company, or as they or either of them shall pay or are liable to pay, as endorsers or sureties for the said party of the first part or for the Tide Water Canal Company, and also all such sums of money as may be due to the laborers, lock-keepers and others in the employment of the said party of the first part, for the year eighteen hundred and forty-one. Second—the party of the first part to pay all other debts (except those mentioned in the preceding paragraph which are hereby made preferred debts) which may be due either from the said party of the first part or from the Tide Water Canal Company, so far as the said party of the first part may be liable therefor. The same to be paid within five years from the first day of January, eighteen hundred and forty-two, with interest. And the holders of any of the said claims shall have the right to convert the same into bonds of the company, payable January the first, eighteen hundred and forty-seven, with interest within one year from the date hereof—which bonds shall be paid in equal proportion with the other debts of this class. Third—the party of the first part shall apply the net proceeds of all tolls, profits, and emoluments it may receive, after deducting the expenses of paying its officers and agents, and the expenses incidental to conducting, repairing and improving its canal and the works and structures thereto appertaining, and other incidental expenses—first, to the debts mentioned in the first class, and after they shall be paid or satisfied, then to the payments of the debts mentioned in the second class—but shall pay the debts due to the laborers on the canal for the year eighteen hundred and forty-one, first.

And it is covenanted and agreed between the parties to these presents, that the said party of the first part shall remain in possession of the lands, estate, goods, chattels and canal and works hereinbefore mentioned, until there is a failure on the part of the