

subject, the said agents *unanimously* concurred with the Board in their action in the premises.

A form of contract was then prepared with great care and particularity, embracing the terms accepted with all proper details, and after being examined and assented to by Messrs. Gwynn, Thompson, Hunter and Cunningham, and copied on paper stamped according to the Act of Assembly, it was, on the 25th of September duly executed by the parties thereto, and endorsed with the *approval* of the State agents, in full compliance with the provisions of the law. The instrument is of considerable length, and contains numerous clauses and details, many of which, however necessary as parts of the contract, are of but little or no general interest. Instead, therefore, of transmitting to you a mere copy, which will nevertheless be cheerfully furnished hereafter if desired, we will here present you with a synopsis of the leading provisions of the contract, with such explanatory comments thereon as will readily enable you to comprehend its import and bearing.

First. The contractors covenant and bind themselves to provide all the necessary materials of an approved quality, and to complete the Chesapeake and Ohio Canal in a substantial and workmanlike manner from the point to which it is now finished a little below Dam No. 6, to the termination of its works at the town of Cumberland, according to the plan and specifications embraced in the estimate reported by the Chief Engineer to this company on the 1st of December, 1842, as modified and explained by certain memoranda attached thereto. And to do and perform all such other and further work, not inconsistent with said plans and specifications, as may be proper to perfect and complete the same; it being the true intent and meaning of the contract, that the said parties shall well and faithfully in a workmanlike manner, execute, construct, and complete, as well all the work of every description now remaining undone, included and designated in said plans and specifications, as whatever other and further work may, in the opinion of the Chief Engineer of the company, be proper or necessary for the thorough completion, protection, and security of the canal and its works between the limits aforesaid, including every thing that may be comprehended under the head of contingencies. They bind themselves to commence the work within thirty days from the date of the contract (which has been done,) and to prosecute it steadily and without intermission, with care and diligence, and with such adequate force, as shall in the opinion of the Chief Engineer ensure its final completion by the 1st of November, 1847, by which time it is to be delivered up fully completed; and by way of superadded obligation, they have likewise executed and delivered to the company their bonds with security, approved by the President and Directors, and the State agents, conditioned for an expenditure of at least one hundred and fifty thousand dollars in the manner aforesaid.

Secondly. They covenant and bind themselves to pay to a trustee for the use of the company, one hundred thousand dollars—