

*President and Directors of the company, and the State agents,* for the sale or hypothecation of the bonds they may become entitled to under the contract, or have executed and delivered to the company their bond or bonds with ample personal security to be approved by the President and Directors, and the State agents, conditioned for the due and faithful performance of the articles of agreement, and every part thereof on their part to be performed.

Such are the securities provided for the completion of the work, for the general performance of the covenants of the contract, and for the protection of the company in these regards. A further and specific security for the prompt payment by the contractors of the interest on the bonds after they are issued, as it becomes due and payable, up to the period designated for its payment by them, is provided for by the reservation of power to the company, in case of their failure to do so, to retain all bonds, that are at the time, or that may thereafter become payable to the contractors, and at the risk of the contractors, at pleasure, sell for the best market price, or hypothecate, on such terms as the board of President and Directors may see fit, such amount of said bonds, as may be necessary to raise the sum required to pay such interest, and apply the same to that purpose.

Within the eight months that have elapsed since its passage, we have thus complied with all the preliminary conditions and carried into full effect the leading provisions of the law of the last session of the Legislature of Maryland, entitled, "An act to provide for the completion of the Chesapeake and Ohio Canal to Cumberland and for other purposes." The right to make a contract, such as has been executed, payable in the bonds of the company, is plainly and expressly conceded in the law; and that it was our incumbent duty, under existing circumstances, to exercise the right is equally obvious. It was the only mode, by which this company could avail itself of the benefits of the law, or carry into effect the intentions of the Legislature. The policy, the interests, and, some have even thought, the faith and honor of the State of Maryland, demanded the completion of the canal to Cumberland with the least practicable delay. We were therefore not insensible of the urgency of the duty that was devolved upon us by the passage of the law in question, and, whilst we made fair and just terms the indispensable prerequisite, we considered promptitude of action a matter of scarcely less importance. We forebore to make a contract until acceptable proposals were obtained, but as soon as they were obtained; and we had no reason to suppose that any more favorable would be offered, we closed with them. The terms of the present contract are advantageous to this company—better we will venture to say, than were anticipated by the ablest friends of the canal in the Legislature of Maryland, at the time of the passage of the law providing for its completion.