

## THIS CONTRACT

Entered into, this seventh day of August, in the year eighteen hundred and sixty-six, between the Baltimore and Potomac Railroad Company of the one part, and Clinton Lloyd, J. W. Forney, Martin H. Cassell, Gideon L. Walker, John B. Clark, Jr., and J. W. Parish of the second part, *witneseth*: That in consideration of the sum of two million nine hundred thousand dollars, to be paid by the party of the first part, to the parties of the second part, at the times and in the manner hereinafter specified, the said parties of the second part have contracted, bargained and agreed, and by these presents do contract, bargain and agree with the party of the first part, that they will construct and completely equip with engines, cars and so forth, according to the specifications hereinafter contained, the main stem of the said Baltimore and Potomac Railroad, between the terminal points named in the act of incorporation, so that the said main stem of the said road shall pass near Collington Post Office, and thence down and with the Collington branch towards and within one mile of Upper Marlboro; and thence by the most eligible and direct line from or within one mile of Upper Marlboro, to the Potomac river, by or near Port Tobacco, and also a lateral branch of said road from such point on the said main stem of said road, within two miles of Collington Post Office as the President and Directors of said Company shall designate, to such point at the line of the District of Columbia as the said President and Directors shall specify.

And the said parties of the second part do further contract and agree with the party of the first part, that they will not transfer or assign this contract or any part thereof, without the consent of the President and Directors of the said Company, and any assignment of this contract or any part thereof contrary to this stipulation, shall be null and void.

And the said parties of the second part do further contract and agree with the said party of the first part, that they will construct the said main stem and branch roads, in the manner following; that is to say—

*First.* That they the said parties of the second part, will secure in such manner as is authorized by the charter of said company, the legal conveyance from the owners of the land along the line of the said main stem and branch roads of the right of way over and through the said land, to the President and Directors of the said company, not less than sixty-six feet in width, without any charge to or liability of the said company for the same.

*Secondly.* That they, the said parties of the second part, will build and construct at such points on said roads as the