

dent, Directors and Company of the Baltimore and Potomac Railroad Company the sum of five thousand dollars as liquidated damages, and the said contract shall be null and void, and the President and Directors of the said company shall be exonerated from every obligation imposed upon them by this contract, and they may immediately proceed to dispose thereof in such a manner as if it never existed.

And it is further covenanted and agreed by and between the parties, that the parties of the second part shall complete the said railroad within two years from the date of this contract from the aforesaid point on the Annapolis and Elkridge road to a point at or within one mile northwest of Upper Marlboro', with all necessary depots, switches, sidings, engines, cars, and rolling stock required for the working of said portion of said road, and in case the parties of the second part shall not finish the said portion of the said road as aforesaid within the two years, the parties of the second part shall forfeit and pay to the President, Directors and Company of the Baltimore and Potomac Railroad Company, the sum of twenty-five thousand dollars as liquidated damages, and the said contract shall, at the option of the President and Directors of the said company, within sixty days from the failure of the parties of the second part to comply with the terms of this covenant, be declared null and void, and the President and Directors of the said company shall be exonerated from every obligation imposed upon them by this contract, and they may immediately proceed to dispose thereof in such a manner as if it never existed.

And it is further covenanted and agreed by and between the parties, that the parties of the second part shall well and truly execute all parts of this contract, and shall finish the main line of said road from or near Baltimore city to some point on the Potomac river, and the lateral branch to the line of the District of Columbia, within the time required by the charter, and fully equip the same with the necessary rolling stock, station-houses, depots, switches, and so forth, as hereinbefore provided, and in case the said road shall not be finished within the time aforesaid, and fully equipped as hereinbefore provided, the said parties of the second part shall forfeit and pay to the President, Directors and Company of the said road twenty-five thousand dollars as liquidated damages, and the said contract shall, at the option of the President and Directors of the said company, within sixty days from the failure of the parties of the second part to comply with the terms of this covenant, be declared null and void, and the President and Directors of the said company shall be exonerated from every obligation imposed upon them by this contract, and they may immediately proceed to dispose thereof in such manner as if it never existed.