

corporate franchise), docks, wharves, terminals, ferry boats, other vessels, motor vehicles, furniture, equipment and supplies of the said Claiborne-Annapolis Ferry Company. In the event that the offer by the Authority is accepted by the Ferry Company, any agreement for the transfer of the ferry property to the Authority shall provide for the delivery of said property free and clear of all liens and encumbrances, and for the proper maintenance of the property from the date of the agreement to the time of transfer. In the event that, prior to the date of transfer, any of such property, allowing for normal wear and tear and for depletion of supplies or equipment incident to operation, has been destroyed or disposed of, then the Claiborne-Annapolis Ferry Company shall at the time of transfer, pay over to the Authority the value of any such property, as shown by the books and records of the Company. The Authority is further directed to make all other reasonable and appropriate provisions in the said contract as to insurance, as to indemnity against liens, indebtedness or claims against the property of the Ferry Company, and in all other respects to assure the Authority that the value of said Ferry Company's physical assets and franchises shall be maintained until the date of delivery thereof, or that appropriate compensation be made for any deficiency therein. The Authority is further empowered to enter into any leasing or operating agreement that it may determine necessary or advisable to protect its interests, pending the delivery of the property. Upon the delivery of the "Ferry" bonds to the Claiborne-Annapolis Ferry Company and the transfer to the Authority by the Ferry Company of its property, all the right, title and interest of said Ferry Company in and to such property shall be divested immediately, and the sole rights and remedies of the Ferry Company thereafter shall be with respect to the "Ferry" bonds. The ferry shall, upon its transfer, be operated by the Authority, which shall have full power, subject to any limitations in this sub-title, and in any contract with the holders of any of its bonds, to fix and determine schedules of trips and rates of fare for passengers, vehicles and freight, and shall have power to increase, decrease or eliminate existing service, as the public interest and welfare may seem to require or warrant, all subject to the approval of the Public Service Commission of Maryland, provided that the Authority shall not have power to decrease the rates so as to produce an annual amount insufficient to meet expenses of operation and the sums necessary to pay the interest and principal maturities on the "Ferry" bonds. The Authority shall have power in connection with the operation of ferry vessels, to provide restaurant and other facilities and services usually incident to such operations. It shall have power to employ necessary personnel for the complete operation of the ferry services, and to purchase and use equipment and supplies. All real property acquired by the Authority as part of the ferry property shall be held in the name of the State of Maryland, but said real property is hereby dedicated to the uses and purposes of the Authority. The Authority shall have the power to sell or exchange any vessel, ferry facilities or other personal property when, in its discretion, such action is necessary to improve service or facilities.

Provided, and it is hereby declared to be the specific intent and policy of this sub-title that the ferry service between Annapolis and Matapeake shall not be discontinued at any time.

1935, ch. 330, sec. 92.

120. The State Roads Commission, in addition to its general powers, is hereby given all additional authority that may be necessary or convenient