

said Company; and the said Company agrees to pay to the State for each tree that is cut or injured in violation of the terms of this contract an amount in cents equal to the square of the diameter of the trees in inches inside the bark at twelve inches above the ground.

4. The said Company agrees to leave all present woods-roads and streams clear of tree tops, logs, brush or other obstructions and to exercise reasonable precaution against the spread of fire in the woods, and to put the entire force in the employ of the company at the saw mill or in the woods to fighting fires that may occur from any cause whatsoever; and the company shall be liable to the State of Maryland for any and all damages resulting from its failure to perform these undertakings.

5. In case the liabilities of the Company to the State of Maryland arising out of the terms of paragraphs 3 and 4 of this agreement shall be in dispute, each of the parties hereto shall appoint an arbitrator, who shall agree upon the selection of a third arbitrator, and a majority of the three arbitrators thus selected shall have power to fix the liability aforesaid by award.

6. The Company agrees not to assign any of the rights, power and privileges accruing under this contract, except upon condition that the assignee shall enter into a contract with the State of Maryland containing all the terms set forth in paragraphs 3, 4, 5 and 6 hereof, and upon the execution of such contract the Manor Mining and Manufacturing Company shall be relieved from all liability under paragraphs 3 and 4 hereof; and in case of any attempted assignment without attaching the condition aforesaid, all the rights, powers and privileges conferred upon the company by this contract shall terminate at once.

In Witness Whereof the parties hereto have affixed their hands and seals this 22nd day of January, 1931.

ATTEST:

(Signed) NELLIE E. WHITCRAFT

(Signed) F. W. BESLEY (Seal)  
State Forester.

MANOR MINING & MANUFACTURING COMPANY  
By (Signed) HENRY BARTON JACOBS,  
President.

(Signed) GEORGE P. SIMPSON,  
Secretary.