

Wrightsville, York and Gettysburg Rail Road Company, and the Baltimore and Susquehanna Rail Road Company as may be found necessary in order to complete the rail road between York and Wrightsville.

Article 2. It is hereby mutually agreed that until an act of assembly such as is mentioned in the first article or some act satisfactory to both of the contracting parties is passed by the legislature of Pennsylvania, nothing herein contained is to be binding or to operate upon the rights of either of the contracting parties.

Article 3. Whereas that part of the rail road between York & Wrightsville authorised to be made by the charter of the Wrightsville, York and Gettysburg Rail Road Company is nearly graded and can at a small expense be made ready for the laying of the rails, and whereas the Baltimore and Susquehanna Rail Road Company did heretofore lend to the Wrightsville and York Rail Road Company under its original charter a large amount of money which is secured by mortgages and judgments, and did also issue executions and levy upon a large amount of iron intended to be used in laying tracks between York and Wrightsville, and did purchase and remove the said iron, and whereas both of the contracting parties are now desirous of having finished that part of the said road between York and Wrightsville—and whereas the party of the first part is willing to contract to finish the said part, provided the Baltimore and Susquehanna Rail Road Company will subscribe its original debt and interest calculated as hereinafter specified, as stock in the Wrightsville, York and Gettysburg Rail Road Company, will return an amount of iron equal to that purchased as hereinbefore mentioned, and will also advance an additional sum of money not exceeding the sum of seventy thousand dollars (70,000) to be applied and used under the supervision and control of the Baltimore and Susquehanna Rail Road Company or its agents on the said part of the said rail road—and whereas the Baltimore and Susquehanna Rail Road Company is willing to comply with the said proviso, but has not the means so to do, and therefore can undertake so to do only on the condition that the said means can be procured by the Baltimore and Susquehanna Rail Road Company. It is therefore mutually agreed that no part of what is contained in articles 4th, 5th, and 6th, is to have any binding effect or to operate in any way upon the legal rights of the Baltimore and Susquehanna Rail Road Company until the said company has been enabled to borrow a sum sufficient to pay for the said iron and to make the said advance of \$70,000 with the liberty and privilege from the party, State or corporation lending the same, to apply it to the above purposes, and in case the Baltimore and Susquehanna Rail Road Company shall not be enabled to contract for the same in six months, then this agreement and every part of it to be null and void, unless the Baltimore and Susquehanna Rail Road Company shall prefer extending the said time from six to eighteen months.

Article 4. The Baltimore and Susquehanna Rail Road Com-