of the Peace of the State of Maryland, in and for the City of Baltimore, duly Commissioned and Sworn.

(L.S.) In testimony whereof, I hereto set my hand and affix the Seal of the Superior Court of Baltimore City, this 20th day of May, A.D. 1856.

Edwd Dorling
Clerk of the Superior Court of Baltimore City.

Maryland, Allegany County to wit:

I hereby certify the above and aforegoing, to be a true Copy taken from Liber H.R. No. 14. folio 237. &c. of the Land Records of Allegany County.

(L.S.) In testimony Whereof, I hereunto Subscribe my Name and affix the Seal of the Circuit Court for Allegany County at Cumberland, this 29th day of October, A.D. 1858.

H. Kerby
Clerk of the Circuit Court for Allegany County.

~ Exhibit B ~

An agreement made the twenty second day of April in the year of our Lord one thousand Eight hundred and fifty six between the Cumberland Coal and Iron Company, party of the first part, and Allen M. Sherman and William B. Dean of the City of New York, parties of second part. Whereas, the parties of the second part have purchased from the party of the first part by deed of Conveyance of even date herewith, a certain tract of land situated in the County of Allegany, in the State of Maryland, being part of the coal lands of said Company, and embracing certain farms, mines and minerals. And Whereas, the present agreement forms a part of the inducement and consideration of the said purchase: Now these presents witness that the party of the first part, in consideration of the premises and of one dollar to it paid by said parties of the second part, the receipt whereof is hereby acknowledged, doth covenant and agree to and with the said parties of the second part, to provide and maintain in good order for and during the full term of twenty years, from the first day of May A.D. 1856, a good and sufficient railroad between the places herein mentioned, and to provide at all times during that period suitable and sufficient Cars and Engines, and to receive and take all the coals and other freight which may be mined or produced upon and from said granted land, at the mines, dump houses and depots which may be constructed thereon, and to transport, carry and deliver the same at the City of Cumberland; that is to say, the party of the first part agree to deliver and place such coal and other freight in and upon cars upon the Baltimore and Ohio Railroad, at Cumberland aforesaid, or to deliver such coal and other freight into and upon boats on the Chesapeake and Ohio Canal from a suitable and convenient dock and dump-house, to be constructed furnished, and maintained in order by said party of the first part, at or near Cumberland on said Canal, the place of delivery of such coals or other freight as above specified, to be in all cases at the option of the person or persons owning or forwarding the same.

And in regard to the means of transportation to be furnished as aforesaid the party of the first part more particularly covenants and agrees to furnish and provide, at the mines, dump houses and depots aforesaid, to and for the use of said parties of the second part, during all the said period

of twenty years, such number of suitable and convenient cars for the transportation of coals and other freight either to or upon the Baltimore and Ohio Railroad, or to the said Canal, as they, the parties of the second part, and each and every of them, may from time to time require for such transportation, and for delivery of such coals or other freight at any of the places of delivery herein designated, provided the party requiring such cars shall make request in writing, specifying the number and kind of cars so required, and shall deliver such request to the general Superintendent, or person having charge of the transportation department of the party of the first part, or leave the same at his office, at least twenty four hours before the time named in such request, for the providing of such cars; and it is also provided and agreed that the party of the first part shall have such Superintendent, or other person in charge of its transportation department, who shall reside or keep an office at Eckhart, near the mines of the party of the first part; and that if the said Company shall fail to do so, then such request may be addressed to said Company, and deposited in the Post office at Eckhart, or in the Post office nearest to the said mines.

And the said party of the first part also covenants and agrees to transport and convey to the mines, dump houses and depots on the aforesaid lands of the said parties of the second part, during all the said period of twenty years, all cars of the parties of the second part, and also all cars which may be furnished by the Baltimore and Ohio Railroad Company to or for the use of said parties of the second part (by any arrangement other than the obligation and agreement on the part of the party of the first part) upon receiving twelve hours notice so to do, which notice may be given in the manner above provided.

And the said Company also agrees to transport from Cumberland aforesaid, or from said Canal to the said mines, and in its own cars, any and all freight capable of such transportation when over notified so to do, and at rates not exceeding double the highest charge for the below expressed.

And it is further stipulated and agreed by and between the parties hereto, (subject herein, to the proviso hereinafter contained) that the party of the first part may charge, collect and receive from said parties of the second part, their heirs and assigns, for transporting and delivering coals and other freight in manner above specified, the rates and charges herinafter named, and no more: and said parties of the second part do agree to pay said rates and charges, that is to say; First, for each ton of twenty two hundred and forty pounds of coal or freight transported as aforesaid and delivered into boats on said canal in the manner above provided, the sum of twenty cents, including all charges; and Secondly, when transported in cars furnished by the parties of the second part, and delivered in the same manner, the sum of sixteen cents per ton of like weight, including all charges; and, thirdly, for each ton of twenty two hundred and forty pounds of coal or other freight transported in cars furnished by the parties of the first part, and delivered at the Baltimore and Ohio Railroad at Cumberland, the sum of sixteen cents, including all charges; and, fourthly, when such coals or other freight shall be transported in manner last mentioned in cars furnished by said parties of the second part, the sum of twelve cents per ton of like weight, including