all charges, provided that the freight so to be changed shall be payable and may be demanded and collected once in thirty days, and not oftener.
It is expressly provided and agreed however, that in case the said Cumberland Coal and Iron Company shall at any time during said term of twenty years reduce the charges for transportation on its road from the rates now charged therein, that then and in such case the rates herein mentioned shall be reduced in the same ratio per ton.
And the party of the first part also covenants and agrees to and with the parties of the second part, that in case of refusal or neglect to furnish or deliver suitable and sufficient cars at the mines aforesaid, as herein provided, or to transport and deliver coal or other freight as herein provided, the party of the first part shall and will forfeit and pay to the party aggrieved for each and every neglect or refusal the sum of one hundred dollars as liquidated damages, hereby settled and agreed upon as such, and not to be construed as a mere penalty, and shall and will also pay for each and every twelve hours continuance of such refusal or neglect, the further sum of one hundred dollars, to the party or parties so aggrieved, for his or their compensation and liquidated damages, hereby expressly agreed upon as such, and not to be construed as a mere penalty, and, furthermore, that if such default or neglect shall continue at any time for more than ten days, then the party aggrieved may procure and effect such transportation as aforesaid, and for that purpose may purchase of his own and engines, and sufficient force, equipment and supplies for the same, and may put or keep the said railroad in good order and repair, and do any other acts requisite or necessary to effect such transportation, and may continue the same as long as necessary, and shall have full and free use of said road for that purpose, and shall recover from said Company the whole expense thereof (less the rates of transportation for the time herein before specified) and also all other damages occasioned by the said default or neglect, such damages to be in lieu of the said liquidated damages for the same period) and the actual damages so to be recovered shall be construed liberally, and so as to include all ordinary expenses, charges and losses, and also the cost of such cars or engines so purchased, and of all repairs made upon said road or its equipments, and also compensation for the injury which the party or parties aggrieved by such default or neglect may sustain by reason of any consequent non fulfilment of contracts made by him or them with any other parties.
And it is expressly declared, provided and agreed, that all the stipulations herein contained in favor of said parties of the second part shall apply to, and be in favor of, and may be enforced by any of the heirs, lessees or assigns of the parties of the second part, who shall at any time within the said period of twenty years own, use or possess any part of the said granted land, mines or mining privileges, and the said stipulations shall also apply to and bind the successors and assigns of said party of the first part.
In Witness Whereof, the said Cumberland Coal and Iron Company hath caused its corporate seal to be hereunto affixed, and the names of its President and Secretary to be also hereunto subscribed, the day and year first above mentioned.

(L.S.)

(Signed)

in presence of
E. A. Stanbury

A. Mehaffey, Pres.
E. F. Loomis, Secy.

State of New York, City and County of New York, ss:
On this 22d day of April, A.D. 1856, before me came Andrew Mehaffey, President of the Cumberland Coal and Iron Company and Edward F. Loomis, Secretary of said Company, both to me known, and the said Andrew Mehaffey and Edward F. Loomis, being by me duly sworn did severally depose and say and each for himself said, that he resides in the City of New York, that the seal affixed to the foregoing contract is the corporate seal of said Company, and was thereto affixed by authority of the Board of Directors of said Company, and that they severally subscribed their names thereto by like authority.

(Signed) E. A. Stanbury
Commissioner of Deeds.

Exhibit No. 5. A.

This indenture, made this twenty fourth day of September, in the year one thousand Eight hundred and fifty seven, between the Cumberland Coal and Iron Company of the first part, and Allen McSherman and William B. Dean of the City of New York, of the second part.
Witnesseth, That the said Cumberland Coal and Iron Company for agreed to sell, and does hereby sell and convey the lands and premises herein after described to said Allen McSherman and William B. Dean, parties of the second part, that is to say:
Five undivided Eighth part thereof, to said Allen McSherman, and three undivided Eighth parts thereof, to said William B. Dean, for and in consideration of the sum of twenty Eight thousand dollars to the said Company in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, and the further sum of one hundred and twelve thousand dollars to be paid by said parties of the second part, by paying and satisfying one hundred and twenty bonds, part and parcel of Eight hundred and twenty five bonds for one thousand dollars each, with interest, at the rate of six per cent. per annum, payable semi-annually on the first day of July and January in each year, made and signed by said party hereto of the first part, bearing date the twenty second day of November, in the year one thousand Eight hundred and fifty two, and payable on the first day of January, A.D. 1856; and for the exact and faithful payment of the principal and interest of each and every of which said Eight hundred and twenty five bonds, the said party of the first part made and delivered a mortgage upon all and singular their real Estate and Chattels real, situate in the County of Allegany and State of Maryland, to James Brown, John E. Williams, and Angel Holbrook, of the City of New York, in trust, and conditioned for such payment three hundred and fifty Eight of said bonds having been paid and satisfied by the party hereto of the first part, at or before the maturity thereof, and the remaining four hundred and sixty seven still remaining unpaid, the payment whereof has been duly extended for the term of Eight years from the first day of January A.D. 1856, that is to say, until the first day of January A.D. 1864, upon the condition that the interest thereon at the rate of six per cent. per annum shall be paid semi-annually on the first