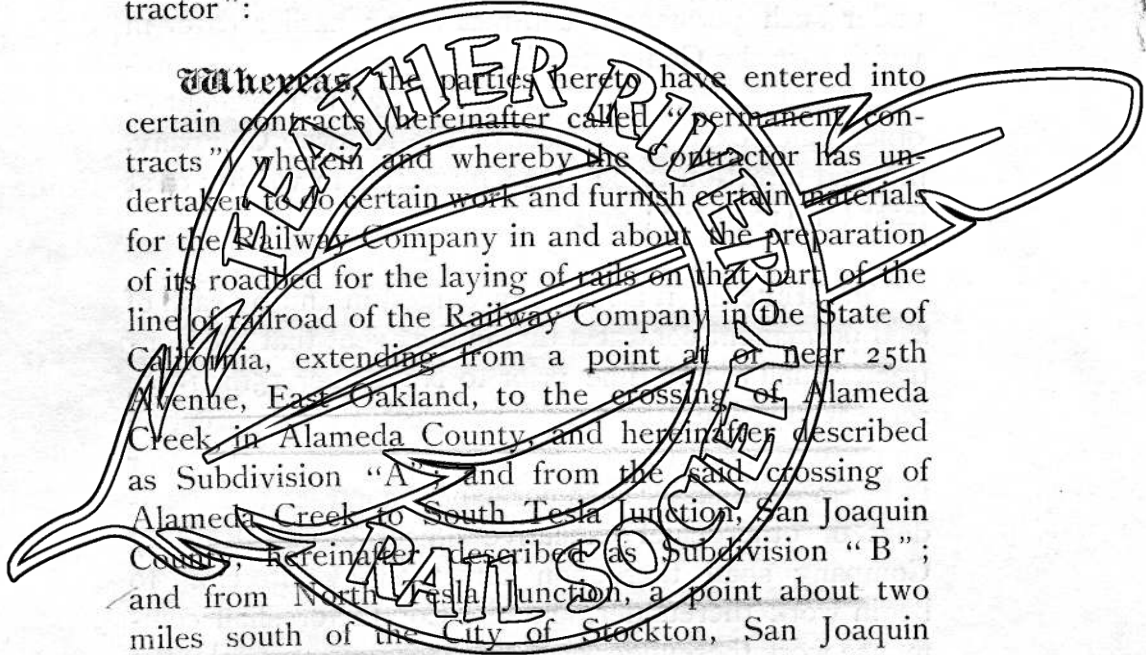


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Agreement, made and entered into this 15th day of November, 1905, by and between WESTERN PACIFIC RAILWAY COMPANY, a corporation organized under the laws of the State of California, the party of the first part, hereinafter called the "Railway Company," and E. B. AND A. L. STONE COMPANY, a corporation organized under the laws of the State of California, the party of the second part, hereinafter called the "Contractor":

Whereas the parties hereto have entered into certain contracts (hereinafter called "permanent contracts") wherein and whereby the Contractor has undertaken to do certain work and furnish certain materials for the Railway Company in and about the preparation of its roadbed for the laying of rails on that part of the line of railroad of the Railway Company in the State of California, extending from a point at or near 25th Avenue, East Oakland, to the crossing of Alameda Creek in Alameda County, and hereinafter described as Subdivision "A"; and from the said crossing of Alameda Creek to South Tesla Junction, San Joaquin County, hereinafter described as Subdivision "B"; and from North Tesla Junction, a point about two miles south of the City of Stockton, San Joaquin County, and a point in the north line of the City of Sacramento, Sacramento County, hereinafter described as Subdivision "C"; and from a point in the north line of the City of Sacramento, Sacramento County, to a point in the north line of the City of Marysville, Yuba County, hereinafter described as Subdivision "D"; and from a point in the north line of the City of Marys-



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ville to the easterly side of Myers Street in the town of Oroville, Butte County, hereinafter described as Sub-division "E"; and

Whereas, it is provided in and by each of said permanent contracts that work shall not be commenced thereunder prior to November 15th, 1906, unless the President or other chief executive officer of the Railway Company shall direct the Contractor to begin work under such permanent contract at an earlier date, in which case the Contractor is to commence work thereunder at the date or dates so fixed by the President or other chief executive officer of the Railway Company, the said direction to be given by notice in writing of at least ten (10) days; and

Whereas, it is further provided in and by each of said permanent contracts that in the event that the Contractor shall at any time prior to November 15th, 1906, request in writing the President or other chief executive officer of the Railway Company to direct the Contractor to begin work under such permanent contract, the President or other chief executive officer of the Railway Company shall thereupon direct the Contractor to begin work thereunder, and the Contractor shall commence work thereunder at the date or dates fixed by the President or other chief executive officer of the Railway Company in such notice, provided, however, that the date or dates so fixed shall not exceed ten (10) days from the date that the request is delivered by the Contractor to the President or other chief executive officer of the Railway Company; and

Whereas, it is necessary that certain work shall be performed in and about the construction of said line of railway prior to the commencement of work under any of said permanent contracts entered into as afore-said ;

Now, THEREFORE, THIS AGREEMENT WITNESSETH : that the Contractor will immediately begin to do and will perform in a workmanlike manner any work designated and required by the Chief Engineer of the Railway Company, upon the said line of railroad of the Railway Company between the points above designated, and in the case of each section of said line that is covered by one of said permanent contracts will prosecute all said work continually and diligently during the period elapsing from the date hereof to the 15th day of November, 1906, or until notice is given by the President or other chief executive officer of the Railway Company to begin work upon such section under the permanent contract relating thereto, as above provided ; and the Contractor will do all the said work designated by the said Chief Engineer during said period when and as required by him and to his satisfaction.

All work to be performed by the Contractor shall be performed, except as the Chief Engineer may otherwise specifically direct, under the authority of subsequent provisions hereof, in accordance with the specifications prepared therefor by the said Chief Engineer, which said specifications are on file in the office of the said Chief Engineer and consist of all the various specifications contained in the several permanent contracts between the parties hereto hereinabove mentioned.

The Railway Company hereby agrees to pay to the Contractor the reasonable value of such work and of the labor done and materials furnished by the Contractor hereunder (which value shall not, in any case, exceed the prices fixed for the same work or work of a similar character in the subjoined schedule of prices), in the manner following, to wit: Approximate estimates of the amount of work done and materials furnished hereunder shall be made by the Chief Engineer, or by the engineer in charge of the work subject to the approval of the Chief Engineer, on or about the last day of each calendar month, such estimate to cover the work done and materials furnished during such month. The value of the work done and materials furnished during such month shall be ascertained approximately by applying to such approximate estimate of the work done the prices fixed in said schedule of prices, and upon the certificate of the Chief Engineer as to the value of the work so done, ascertained as aforesaid (a separate certificate being given in the case of each section of road that is the subject of a permanent contract), payment shall be made by the Railway Company to the Contractor as follows:

The Railway Company shall pay to the Contractor on or before the 20th day of each calendar month ninety per cent. (90%) of the value of said work, labor and materials furnished by the Contractor during the preceding calendar month, and covered by any such certificate. The remaining ten per cent. (10%) of the estimate contained in any such certificate shall in each case be held and retained by the Railway Company until thirty-six (36) days after the completion of all work to be done and performed by the Contractor

upon the section to which such certificate relates pursuant to the terms hereof or to the terms of the permanent contract covering such section, and all moneys so retained by the Railway Company shall be held by it as security for the full performance of the obligations of the Contractor under this contract and under the permanent contract relating to such section of said line of railway.

When all of the work to be performed hereunder, and all of the work to be performed under any permanent contract shall have been completed and accepted by the Chief Engineer, he shall return to the Contractor a final certificate that the whole work provided for in this contract, so far as it affects the section of the line of railway covered by such permanent contract, has been acceptably completed, and the time for the payment of the ten per cent. (10%) so retained under certificates relating to said section shall begin to run from the date of the delivery of said final certificate, and upon the expiration of said period of thirty-six (36) days thereafter, provided that no claim or claims of lien upon said line of railway or any part thereof by any person, firm or corporation has been filed, or, if so filed, if the same has been satisfied and discharged by the Contractor, the Railway Company shall pay to the Contractor the balance due upon such final certificate, including the percentage retained on account of previous approximate estimates relating to said section.

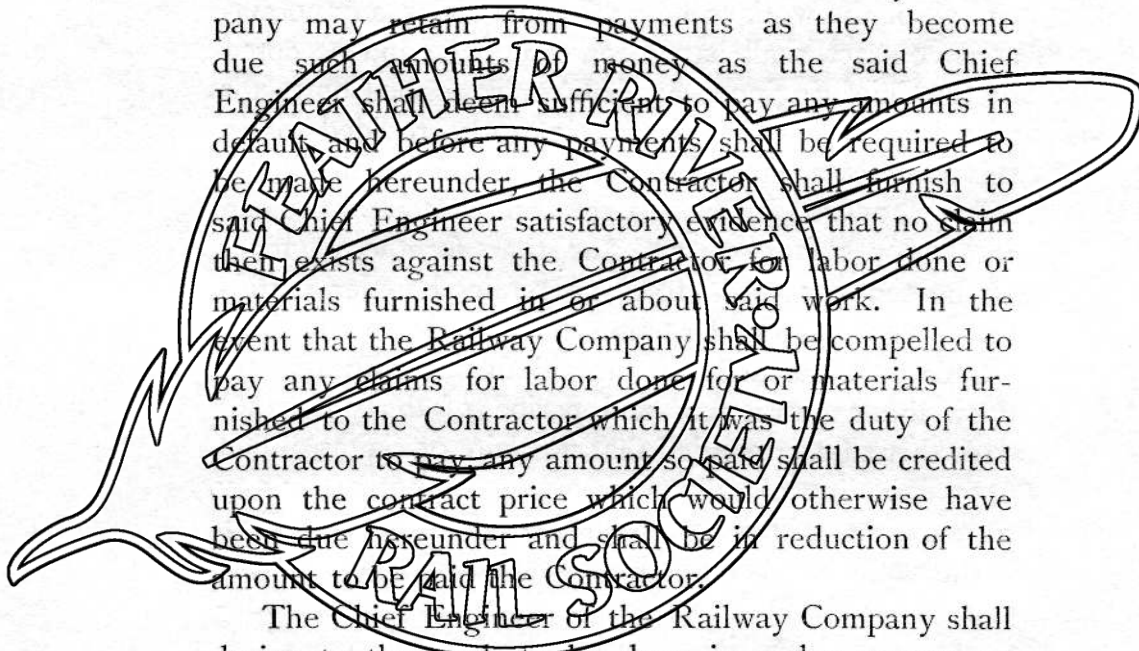
The Chief Engineer in preparing any final certificate shall not be bound by the preceding estimates and certificates, such preceding estimates being intended to be only approximate and in no case to be taken as an

acceptance of the work or as releasing the Contractor from responsibility therefor until the final certificate is made and the work in its entirety is accepted.

The Contractor hereby agrees promptly to pay for all labor done for or materials furnished to it in the performance of this agreement, and in any case on or before the 20th day of the month following that during which the same shall have been employed or used; in default whereof the Railway Company may retain from payments as they become due such amounts of money as the said Chief Engineer shall deem sufficient to pay any amounts in default, and before any payments shall be required to be made hereunder, the Contractor shall furnish to said Chief Engineer satisfactory evidence that no claim then exists against the Contractor for labor done or materials furnished in or about said work. In the event that the Railway Company shall be compelled to pay any claims for labor done for or materials furnished to the Contractor which it was the duty of the Contractor to pay, any amount so paid shall be credited upon the contract price which would otherwise have been due hereunder and shall be in reduction of the amount to be paid the Contractor.

The Chief Engineer of the Railway Company shall designate the work to be done in such a manner as to permit the Contractor to make rapid progress, it being the intent hereof that the Contractor shall not be hindered or delayed in the speedy completion of the work to be done and performed by the Contractor.

This contract shall continue in force as to the portion of the work covered hereby that is also covered



by any one of the permanent contracts until such time as the President or other chief executive officer of the Railway Company shall fix by notice to the Contractor to begin work under such contract, whereupon this contract shall terminate as to the work covered by such permanent contract, but shall continue in force as to the work covered by any of such permanent contracts as to which notice shall not have been given until the giving of such notice, provided, however, that unless the life of this contract shall be extended by mutual agreement, the same shall terminate in all its parts on the 15th day of November, 1906.

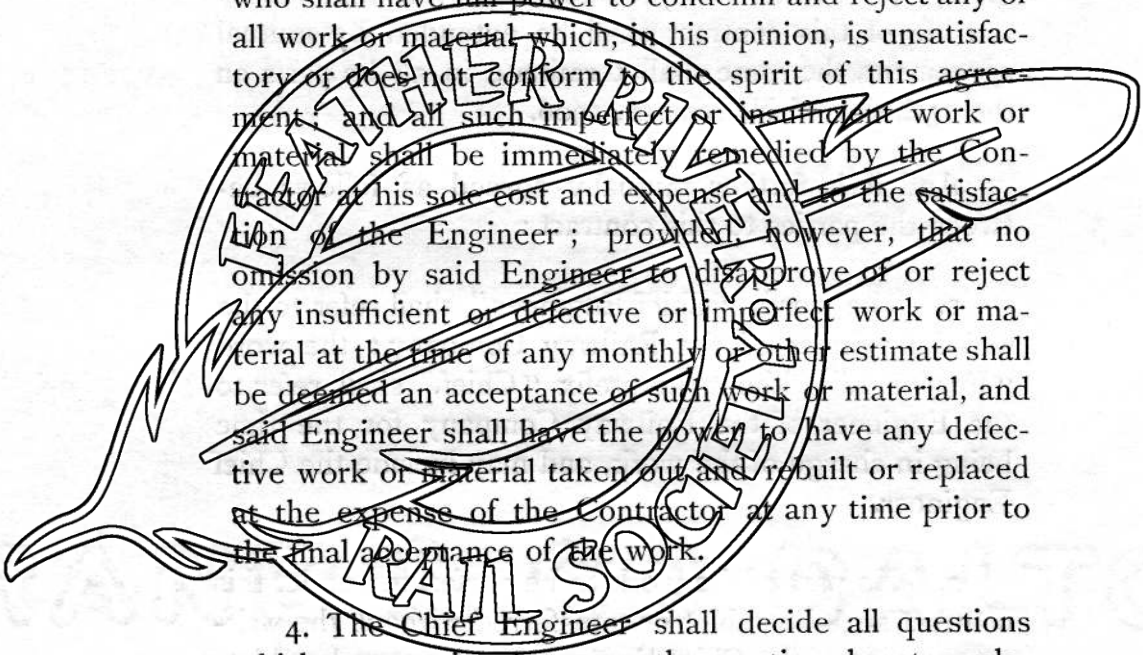
And it is further mutually agreed as follows between the parties to this contract :

1. The words "Chief Engineer" shall refer to the Chief Engineer of the Railway Company; the word "Engineer," without the prefix "Chief," shall refer to the Engineer of the Railway Company for the time being in charge of the work, and may include the Chief Engineer.

2. No part of the work to be performed under this contract shall be sublet or transferred without the written consent of the Chief Engineer, and no such subletting, transfer or consent shall release the contractor from any obligation, either to the Railway Company or to any persons employed by the Contractor, and in all cases the sub-contractors are to be considered merely as foremen employed by the Contractor, and, with other foremen and employees of the Contractor, are liable to discharge by the Engineer for incompetence, miscon-

duct, neglect of duty, or whenever in the opinion of the Engineer the interest of the party of the first part demands such discharge.

3. The work shall be performed under the direction and supervision of the Engineer, by whose measurements and calculations the amount of work to be performed under this contract shall be determined, and who shall have full power to condemn and reject any or all work or material which, in his opinion, is unsatisfactory or does not conform to the spirit of this agreement, and all such imperfect or insufficient work or material shall be immediately remedied by the Contractor at his sole cost and expense and to the satisfaction of the Engineer; provided, however, that no omission by said Engineer to disapprove of or reject any insufficient or defective or imperfect work or material at the time of any monthly or other estimate shall be deemed an acceptance of such work or material, and said Engineer shall have the power to have any defective work or material taken out and rebuilt or replaced at the expense of the Contractor at any time prior to the final acceptance of the work.



4. The Chief Engineer shall decide all questions which may arise between the parties hereto relative to said work, or the construction or meaning of any of the provisions and stipulations contained in this agreement or the sufficiency of performance or classification of work and materials performed and furnished by the Contractor, or the price to be paid; and his decision shall be final and binding upon both parties to this contract.

5. The Railway Company shall have the right to make any alterations that may be hereafter determined upon as necessary or desirable in the location, line, grade, plan, form or dimensions of the work, either before or after the commencement, defining them in writing and by or without drawings, and in case such alterations increase the quantities, the Contractor shall be paid for such excess at the contract rates herein specified; but should such alterations diminish the quantity or extent of work to be done, it shall not under any circumstances be construed as constituting, and shall not constitute, a claim for damages, nor shall any claim be made on account of any profits that may or might have been made on the work altered or dispensed with.

Should any work be required to be done which is not now contemplated or provided for in the specifications, the Chief Engineer shall fix the prices for the same and the parties hereto shall abide by such prices, provided the Contractor enters upon and commences such work. But if the Contractor declines to undertake such work at the prices so fixed by the said Chief Engineer, then the Railway Company may enter into a contract with any other party or parties for its execution, or perform the same as if this contract had never existed.

6. Claims for extra work will not be allowed unless the same shall be done in pursuance of a written order of the Engineer, to be presented with the claim, and the claim made at the end of the month in which the work is done, unless the Chief Engineer, at his discretion, shall direct the claim, or such part as he may deem just, to be allowed. Payment for extra work,

when not otherwise provided for, shall be at actual cost to the Contractor, plus ten (10) per cent. for use of tools and supervision, but nothing shall constitute extra work which can be measured under the specifications.

7. If there is any delay in commencing work at any time the Railway Company shall have the right to place other parties upon the work at the expense of the Contractor or cancel the contract and relet the work, as the Chief Engineer may deem best. No charge shall be made by the Contractor for hindrance or delays from any cause in the progress of the work, or any part thereof, under this contract, and the Contractor shall have no claim for anything arising directly or indirectly from such delays, except that in case such delay, if occurring under and during the term of this contract, shall be due to the default or other voluntary action of the Railway Company, the time wherein the Contractor shall be required to perform the work as to which such delay shall occur shall be extended, both hereunder and under the permanent contract relating thereto, for a reasonable period not exceeding the period of such delay.

8. If the said Contractor shall fail to prosecute the work or any division or portion thereof with such diligence and with such force as shall be required by the Chief Engineer, or if the character of the work is not in accordance with the specifications hereinbefore mentioned, the Chief Engineer may serve written notice on the Contractor, if found upon the work, or, if not, by posting said notice in a conspicuous place upon the work, or by notifying the foreman on the work, stating

the amount of increase of force, appliances or tools required or the desired improvement in the character of the work; and if at the end of ten (10) days thereafter the Contractor shall have failed to comply with said notice such failure shall be considered a breach and forfeiture of its rights under this contract, and the Railway Company at its option may declare this contract, or any portion or section included therein, abandoned and forfeited, and enter upon and take possession of said work or portion thereof, and proceed to perform or relet the same as it may think best, and in case it so does the Contractor shall be liable for the actual damages thereby sustained up to the time the work is completed, or the Railway Company may employ such additional force as may be necessary, in the opinion of the Chief Engineer, to insure the speedy completion of said work, and pay the expenses thereof and charge the same to the Contractor.

9. It is further mutually agreed that the Railway Company, at any time before the completion of the work contracted for, may order a reduction of the force engaged thereon, or may suspend the work or any part thereof, for any length of time, without liability for damages, or may discontinue the entire work and cancel this contract, and in case of such cancellation a full and final estimate of the work done shall be made and the Contractor paid in full therefor, at the contract price, less all proper deductions hereunder or hereinafter specified; and such payment shall be in full satisfaction of all claims and demands arising out of this contract, and no additional claim shall be made on account of such cancellation.

10. The Contractor shall at his own expense make good all loss or damage for casualties of every kind, including those which may be occasioned by winds, floods, lightning or other action of the elements, or loss of materials in building embankments in water or streams, and shall claim no compensation therefor or extension of time by reason thereof.

11. The Contractor shall at his own expense provide commodious passing places for public and private roads and keep them in a safe condition, and will also at his own expense, construct and maintain in good repair fences sufficient for keeping up enclosures for the protection of stock and crops.

12. The Contractor must carefully preserve all stakes and benchmarks, and in case of neglect he will be charged with and shall pay for all expenses in replacing them.

13. In the prosecution of work under this contract at or near the operated tracks of any Railway or Railroad Company, everything must be subservient to the safe and uninterrupted use of said tracks, and nothing shall be done or suffered to be done by the Contractor, his agent, or employees, which will, in the opinion of the Chief Engineer, endanger or delay the operation of trains on the tracks contiguous to or crossing the work. In the event of any claims on the part of any such Railway or Railroad Company, due to any failure on the part of the Contractor to comply with the foregoing conditions, said Contractor shall be solely liable.

In making excavations and embankments close to any operated track, the Contractor shall be governed

by the instructions of the Engineer or his assistants as to how near to said track said excavations or embankments shall be made, and as to the slopes thereof close to said track. Tramways or tracks used by the Contractor shall be placed and always kept at a safe distance from said operated track.

No grading material shall be handled across the operated track of any Railway or Railroad Company, except by order of the Engineer, and in each and every case where such crossing is ordered to be made, a flagman or watchman shall protect such crossing place and the crossing shall be made in every case according to the signals or warnings of said flagman or watchman. In no case whatsoever shall such crossing of material be made while trains are approaching the place of crossing. The Contractor shall use the highest degree of care in taking precautions to avoid accidents to trains, persons and teams while running on or crossing an operated track.

14. It is understood and agreed that the Contractor shall indemnify and hold the party of the first part harmless and free from all liability for injuries to any person or persons, whether employees of the Contractor or any sub-contractor, or any third person or persons, and also any and all damage to property owned either by the Contractor or any other person or persons, caused in any way by the Contractor, his agents, employees or sub-contractors, or any agent or employee of such sub-contractor, or caused by the prosecution of the work hereby contracted for, and all damages and liability and judgments, costs, charges, expenses and attorney's fees arising or to arise from any of these causes.

15. None of the provisions of this contract shall be held to be waived by the Railway Company by reason of any act whatsoever or in any manner other than by an express waiver thereof in writing by the Chief Engineer.

16. Transportation at free rates shall be given the Contractor by the Railway Company over any part of the main line of its road that may be operated for any time, long or short, during the term of this contract, for laborers or others employed by the Contractor on the work of this contract and for construction tools, plant, live stock, powder, feed for stock, wood, coal and fuel (oil) used in the performance of this contract, but the supplies sold through stores or used in feeding the men shall pay regular tariff rates.

17. It shall be the right and duty of the Contractor to obtain the lowest possible rates for men, plant, tools, live stock or supplies, that must be shipped over foreign lines, but should the Contractor be unable to obtain rates on such lines not exceeding one cent per passenger mile for men employed on this contract and one-half cent per ton mile for the plant, tools, live stock or supplies mentioned, required in carrying on the work of this contract, with the exception of powder and supplies sold through the stores or used in feeding the men, the Railway Company will endeavor to obtain the rates mentioned, viz.: one cent per passenger mile and one-half cent per freight ton mile over Missouri Pacific, and Denver and Rio Grande Railway systems and Boca and Loyaltan Railroad. In all cases where the

Railway Company may fail to obtain such rates over said lines, it will pay or credit the excess on properly approved bills to the Contractor, in effect guaranteeing the rates mentioned to the Contractor over the lines named; provided, however, that the Contractor shall route all men, materials, live stock and supplies of all kinds, required in carrying out the terms of this contract, without detriment as to rates or cost, via Missouri Pacific, and Denver and Rio Grande Railway systems and the Boca and Loyalton Railroad or other so-called "Gould Lines," as may be indicated by the General Agent of the Denver and Rio Grande Railroad located in San Francisco, California.

18. It is distinctly understood and declared by the Contractor that this contract is made by it for the consideration herein named, solely on its own knowledge and information derived from others than the Railway Company, its agents or officers, of the nature and formation of the country in which said work is to be done, and the proximity of other public works, roads, etc., and the means of access thereto, also of the character, quantities and location of the material to be used or required in forming the roadbed for said railroad and in performing and completing all the work described herein; and that the plans, maps and profiles of said work prepared by the Chief Engineer and his assistants and the quantities estimated therefrom are approximate only, and are subject to change and alterations as herein provided.

19. The schedule of prices hereinabove mentioned and referred to is the following:

CLEARING AND GRADING.

For clearing, per acre, on Subdivisions "A" and "B," seventy-five dollars no cents (\$75); on Subdivisions "C," "D" and "E," forty dollars no cents (\$40).

For solid rock excavation, per cubic yard, on all work on Subdivisions "A" and "B," no dollars sixty-seven and one-half cents ($\$0.67\frac{1}{2}$); on Subdivisions "C," "D" and "E," no dollars eighty-five cents ($\$0.85$).

For loose rock excavation, per cubic yard, on all Subdivisions, no dollars forty-five cents ($\$0.45$).

For common excavation, per cubic yard, on Subdivisions "A" and "B," no dollars eighteen cents ($\$0.18$); on Subdivision "C" from North Tesla Junction to Hazelton Avenue in the City of Stockton, no dollars eighteen cents ($\$0.18$); on balance of Subdivision "C" and on Subdivisions "D" and "E," no dollars fourteen cents ($\$0.14$).

For overhaul, per 100 feet, per cubic yard, on all Subdivisions, no dollars one cent ($\$0.01$).

For overhaul, beyond 2,000 feet by Contractor's train, for each 1,000 feet, per cubic yard, on all Subdivisions, no dollars one and one-half cents ($\$0.01\frac{1}{2}$).

MASONRY.

For bridge masonry, 1st class, per cubic yard,

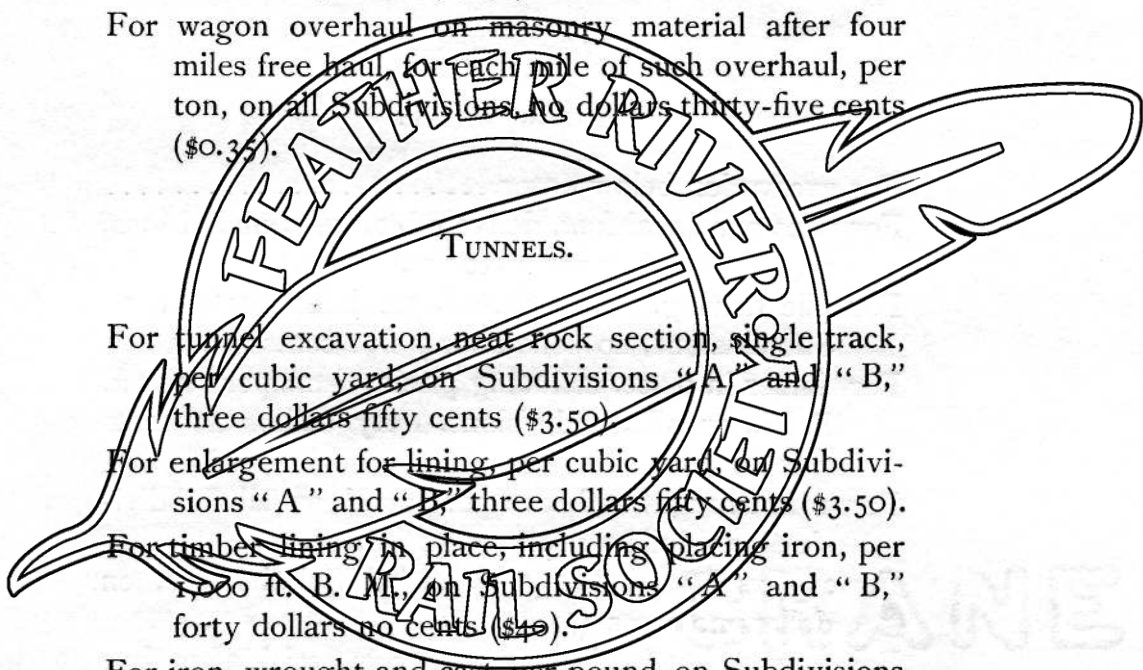
For bridge masonry, 2d class, per cubic yard,

For masonry, 3d class, per cubic yard,

For masonry, 4th class (in mortar), per cubic yard,

For masonry, 4th class (laid dry), per cubic yard,

- For arch masonry, 1st class, per cubic yard,.....
- For arch masonry, 2d class, per cubic yard,.....
- For retaining walls (laid dry), per cubic yard,.....
- For paving, per cubic yard,
- For rip rap, per cubic yard, on all Subdivisions, one dollar fifty cents (\$1.50).
- For concrete, per cubic yard, on all Subdivisions, seven dollars fifty cents (\$7.50).
- For wagon overhaul on masonry material after four miles free haul, for each mile of such overhaul, per ton, on all Subdivisions, no dollars thirty-five cents (\$0.35).



- For tunnel excavation, neat rock section, single track, per cubic yard, on Subdivisions "A" and "B," three dollars fifty cents (\$3.50)
- For enlargement for lining, per cubic yard, on Subdivisions "A" and "B," three dollars fifty cents (\$3.50).
- For timber lining in place, including placing iron, per 1,000 ft. B. M., on Subdivisions "A" and "B," forty dollars no cents (\$40).
- For iron, wrought and cast, per pound, on Subdivisions "A" and "B," no dollars seven cents (\$0.07).
- For 1st class masonry, side walls, per cubic yard,.....
- For 2d class masonry, side walls, per cubic yard,.....
- For 3d class masonry, side walls, per cubic yard,.....
- For 4th class masonry, side walls, per cubic yard,.....
- For 1st class arch masonry, per cubic yard,
- For 2d class arch masonry, per cubic yard,.....

For concrete side walls, per cubic yard, on Subdivisions "A" and "B," seven dollars fifty cents (\$7.50).

For concrete arch, per cubic yard, on Subdivisions "A" and "B," eleven dollars no cents (\$11).

For dry packing, per cubic yard, on Subdivisions "A" and "B," three dollars and fifty cents (\$3.50).

For overhaul of tunnel excavation, per 100 feet, see Specifications.

FOUNDATIONS.

BELOW WATER.

For excavation below water

For piles per lineal foot, delivered, on all Subdivisions, no dollars thirty cents (\$0.30).

For pile driving, below cut-off, per lineal foot, on all Subdivisions, no dollars forty-five cents (\$0.45).

For timber in place, including placing iron, per 1,000 ft. B. M., on all Subdivisions, forty dollars no cents (\$40).

For iron, wrought and cast, per pound, on all Subdivisions, no dollars seven cents (\$0.07).

For concrete, per cubic yard, on all Subdivisions, ten dollars no cents (\$10).

For wagon overhaul on masonry material after four miles free haul, for each mile of such overhaul, no dollars thirty-five cents (\$0.35) per ton.

PILE AND TRESTLE BRIDGING AND TIMBER CULVERTS.

For piles, per lineal foot, delivered, on all Subdivisions, no dollars thirty cents (\$0.30).

For pile driving, below cut-off, per lineal foot, on all Subdivisions, no dollars twenty-five cents (\$0.25).

For timber in place, including placing iron, per 1,000 ft. B. M., on all Subdivisions, thirty-five dollars no cents (\$35).

For iron, wrought and cast, per pound, on all Subdivisions, no dollars seven cents (\$0.07).

For logs in cribs and culverts, per lineal foot,

PIPE CULVERTS.

For cast-iron pipe culvert, in place, per ton of 2,000 lbs., on all Subdivisions, fifty dollars no cents (\$50).

For 24-inch vitrified pipe, in place, per lineal foot, . . .

For 18-inch vitrified pipe, in place, per lineal foot, on all Subdivisions, one dollar seventy-five cents (\$1.75).

For 12-inch vitrified pipe, in place, per lineal foot, on all Subdivisions, one dollar no cents (\$1.00).

For wagon overhaul on pipe culvert material after four miles free haul, for each mile of such overhaul, per ton, on all Subdivisions, no dollars thirty-five cents (\$0.35).

In Witness Whereof, the party of the first part has, by its President and Assistant Secretary, who are thereunto duly authorized, signed its corporate name and affixed its corporate seal, and the party of the second part has by its President and Secretary, who are thereunto duly authorized, signed its corporate

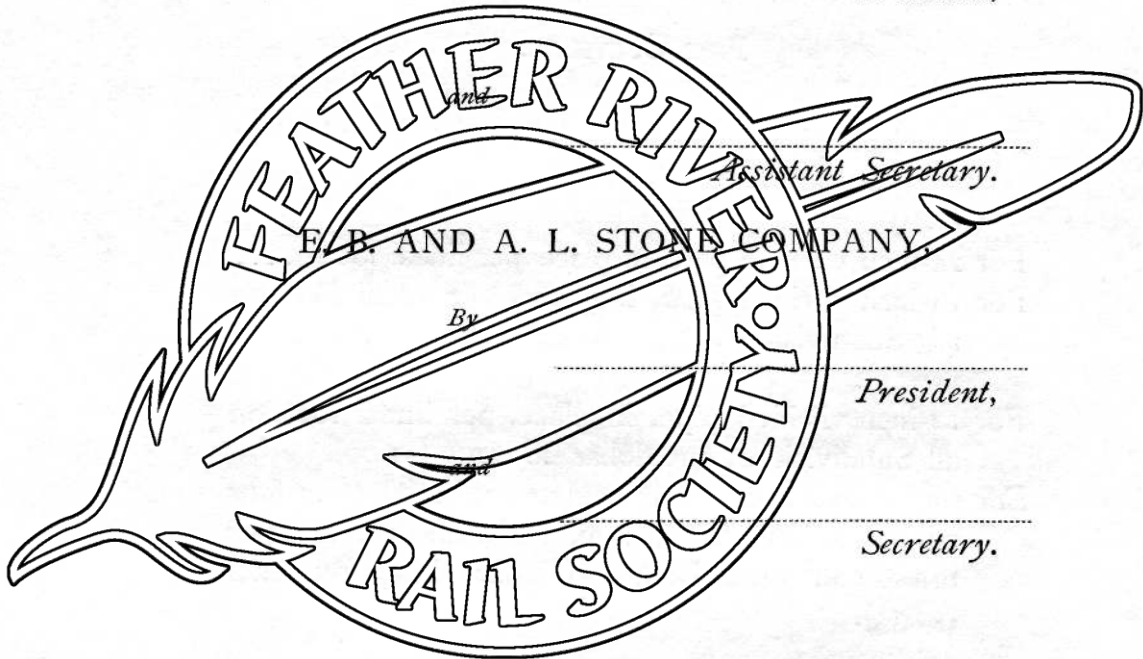
name and affixed its corporate seal, all on the day and year first above written.

DONE IN DUPLICATE.

WESTERN PACIFIC RAILWAY COMPANY,

By

.....
President,



.....
Assistant Secretary.

E. B. AND A. L. STONE COMPANY

By

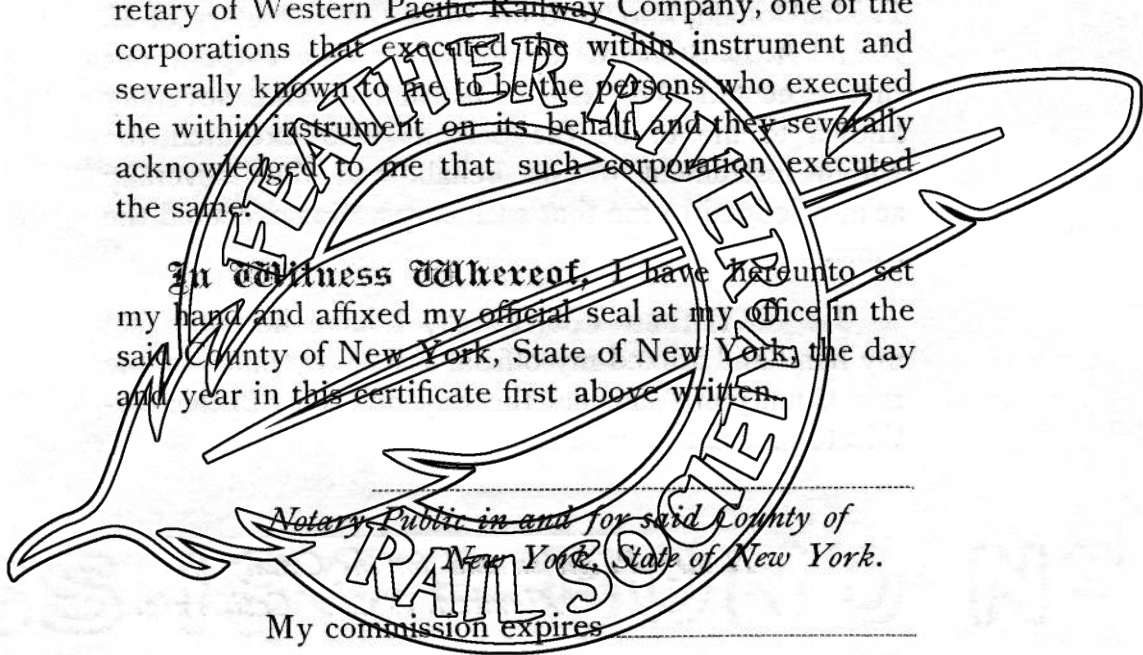
.....
President,

.....
Secretary.

State of New York, }
County of New York. } ss.

On this.....day of January, A. D. one thousand
nine hundred and six, before me.....
a Notary Public in and for said County of New York,
personally appeared E. T. Jeffery, known to me to be
the President of Western Pacific Railway Company,
and L. R. Bush, known to me to be the Assistant Sec-
retary of Western Pacific Railway Company, one of the
corporations that executed the within instrument and
severally known to me to be the persons who executed
the within instrument on its behalf and they severally
acknowledged to me that such corporation executed
the same.

In witness whereof, I have hereunto set
my hand and affixed my official seal at my office in the
said County of New York, State of New York, the day
and year in this certificate first above written.



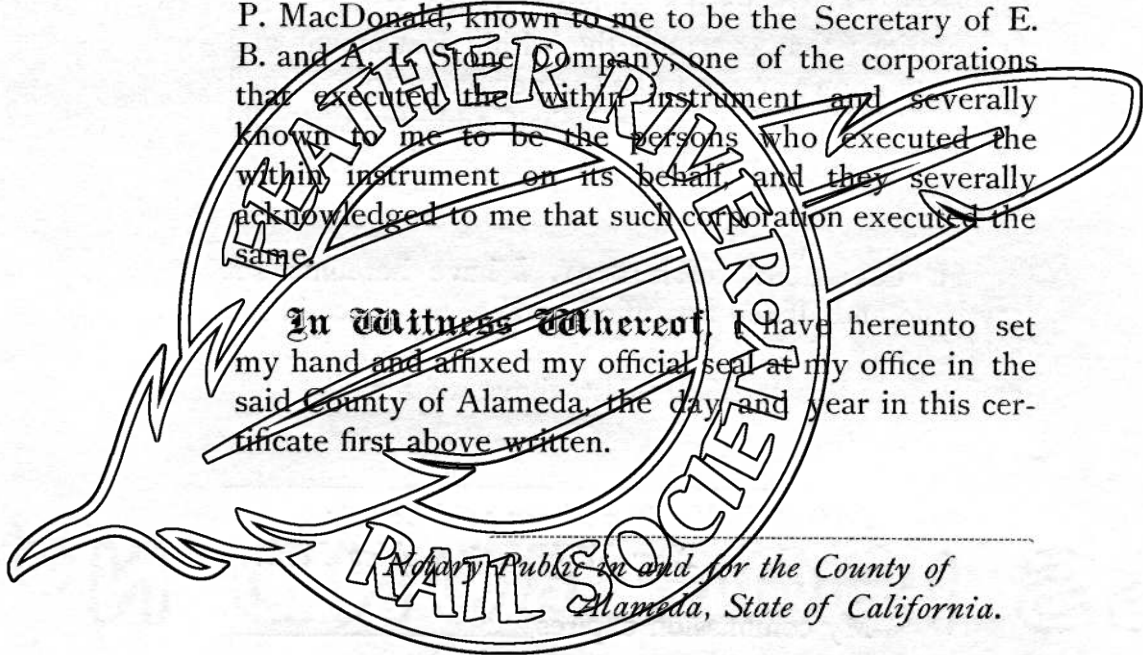
Notary Public in and for said County of
New York, State of New York.

My commission expires.....

State of California, }
County of Alameda. } ss.

On this day of January, A. D. one thousand
nine hundred and six, before me
a Notary Public in and for said County of Alameda,
residing therein, duly commissioned and sworn, per-
sonally appeared E. B. Stone, known to me to be the
President of E. B. and A. L. Stone Company, and R.
P. MacDonald, known to me to be the Secretary of E.
B. and A. L. Stone Company, one of the corporations
that executed the within instrument and severally
known to me to be the persons who executed the
within instrument on its behalf, and they severally
acknowledged to me that such corporation executed the
same.

~~In Witness Whereof~~, I have hereunto set
my hand and affixed my official seal at my office in the
said County of Alameda, the day and year in this cer-
tificate first above written.



*Notary Public in and for the County of
Alameda, State of California.*

My commission expires

Indemnity Bond

Know all men by these presents,

that we, E. B. and A. L. Stone Company, a corporation organized and existing under and by virtue of the laws of the State of California as principal, and E. B. Stone and A. L. Stone, of Oakland, Alameda County, California, as sureties, are held and firmly bound unto the Western Pacific Railway Company, a corporation organized and existing under and by virtue of the laws of the State of California, in the sum of one hundred thousand dollars (\$100,000.00), to be paid to said Western Pacific Railway Company, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, and our respective heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of

..... A. D. 1905.

Whereas, the said E. B. and A. L. Stone Company has entered into a contract with said Western Pacific Railway Company, bearing date the 15th day of November, 1905, a copy of which contract is hereto attached and by reference is made a part hereof.

Now, the condition of this obligation is such that if the said E. B. and A. L. Stone Company shall well and

truly keep and perform all the terms and conditions of said contract on its part to be kept and performed, and shall indemnify and save harmless the said Western Pacific Railway Company from and against any and all claims, demands or liens whatsoever for materials furnished for and used in, and for labor performed and furnished upon and in the construction of said work above referred to, and shall indemnify and hold said Western Pacific Railway Company harmless and free from all liability for all injuries to any person or persons, as provided in said contract, and also any and all damage to property, as provided in said contract, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is mutually agreed and made a condition hereof that any change in the nature, extent and time for performance of the work to be performed, that may be made under any authority contained in the contract, and that any change in the times, methods or amounts of payments whether of rates, installments, proportions or of the gross price, prescribed by the contract, whether any such change be authorized therein or not, if made by agreement between said E. B. and A. L. Stone Company and the Western Pacific Railway Company, may be made without affecting the obligation of the sureties upon the bond, and that this bond shall cover any work which may be extra to the contract, as well as work specifically provided for therein.

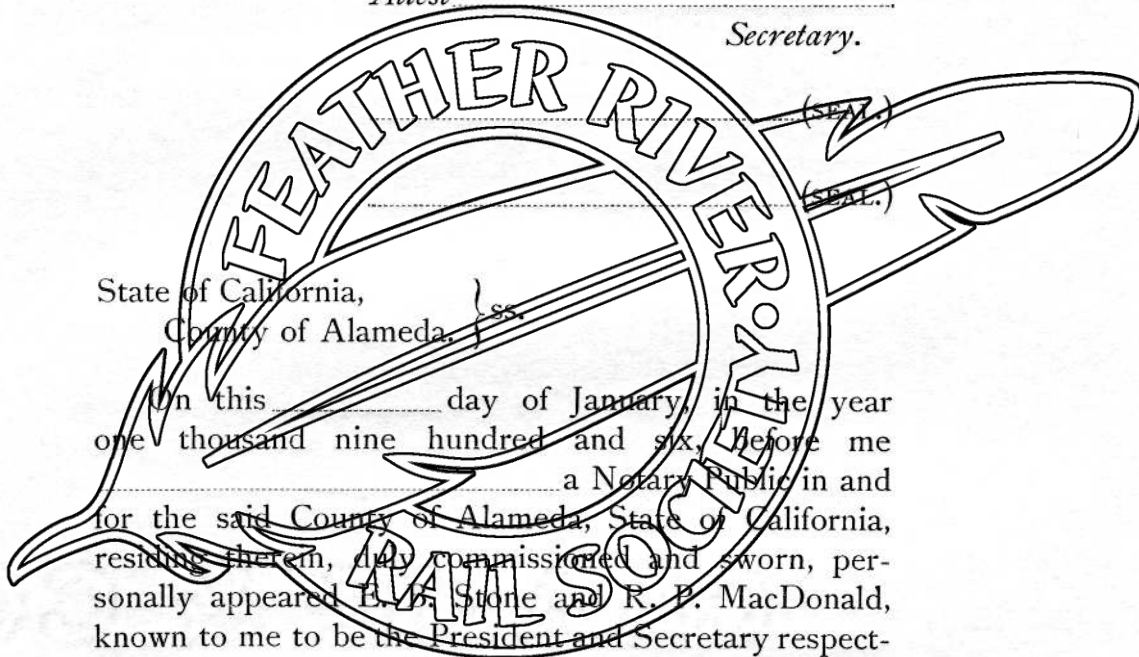
In Witness Whereof, the said E. B. and A. L. Stone Company, has, by its President and Secretary, who are thereunto duly authorized, signed its corporate name and affixed its corporate seal hereto,

and the said sureties have hereunto placed their respective hands and seals the date first above written.

E. B. AND A. L. STONE COMPANY,

By.....
President.

Attest.....
Secretary.



State of California, }
County of Alameda, } ss.

On this _____ day of January, in the year one thousand nine hundred and six, before me _____ a Notary Public in and for the said County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared E. B. Stone and R. P. MacDonald, known to me to be the President and Secretary respectively, of the E. B. and A. L. Stone Company, the corporation that executed the within instrument, and they severally acknowledged to me that such corporation executed the same, and at the same time and place personally appeared E. B. and A. L. Stone, known to me to be the persons whose names are subscribed to the within instrument, and they severally acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto placed my hand and affixed my official seal at my office in said County of Alameda, State of California, on the day in this certificate first written.

.....
*Notary Public in and for the County of
Alameda, State of California.*





