

other railroad company or of any corporation, Company, person or persons having or operating a railroad track or of any public road or street which the said side or spur track may cross, such crossing to be built, constructed and maintained in a manner satisfactory to and approved by the Railway Company.

Fifth: It is further mutually understood and agreed that the said Railway Company shall not be liable for any goods, articles or property of any description that may be shipped by said party of the second part over the said side or spur track until and unless the car or cars containing such goods, articles or other property are taken from the said side or spur track and placed in the train of the said Railway Company for removal and transportation; nor shall the said Railway Company be liable or responsible for any other goods, articles or other property of any description whatsoever delivered by it on said side or spur track, after the cars or car containing the same is or are taken from the train of said Railway Company and placed on said side or spur track.

Sixth: It is further mutually covenanted and agreed that the said side or spur track shall not be used by the party of the second part for any other purpose than that of transporting and receiving the goods, merchandise and other property of the said party of the second part, without first obtaining permission in writing in each and every case from the General Superintendent of the said Railway Company so to do; and should the party of the second part without first obtaining such written permission from the Railway Company use or allow and permit to be used said side or spur track for any other purpose than that of receiving and transporting the goods, merchandise and other property of the said party of the second part, then this Agreement and all the rights of the said party of the second part herein and hereunder shall at once cease and be at an end, and in such event, the Railway Company shall have the right and be entitled to collect and keep and retain to its own use all monies which may then be in its hands under the provisions hereof, and also all payments and rents accruing hereunder to the said Railway Company for the use of the said side or spur track for the current year. And it is further mutually covenanted and agreed that before any goods, articles or other property of third persons shipped from any point shall be delivered at such side track, or shall be switched off on said side track, or shall be placed for shipment on cars which may be on said side track, by and with the written permission of the General Superintendent of said Railway Company, as aforesaid, the said party of the second part shall take from such third person or persons a written agreement that said property is to be received and shipped subject to the same terms and conditions as the property of the party of the second part is received and shipped under the provisions of this Agreement.

Seventh: The said party of the second part covenants and agrees with the said Railway Company that from and after the construction of the said side or spur track it will ship and receive over the line of railroad controlled and operated by the said Railway Company all goods to be delivered by it or received by it from points reached by the line of railroad of the said Railway Company and its connecting roads and lines, provided that the rates of freight charges of the said Railway Company shall not be higher than the lawful rates over other transportation companies for like goods to or from such points, and that reasonably prompt service and delivery be made.

Eighth: The said party of the second part further covenants and agrees with the said Railway Company, that it will promptly load and unload at its own proper cost and expense any and all cars that may be moved to and upon and from the said side or spur track for its use, or consigned to or by it; and all said cars, including tank cars, shall be subject to