

See annex whereof. The said party of the first part, Atlanta Banking Company, by its President as aforesaid, has hereto consented and approved and these presents have signed, read and given their assent.

In witness whereof, I, the said and before me

Atlanta Banking Co.
by C. E. Walker, Cash

Wm. R. Harris

Witness my hand and seal this 31st day of May 1895

This agreement, made and entered into this 16th day of April 1895, by and between The Southern Railway Company, a Corporation of the State of Georgia, and J. H. Morris, of the City of Atlanta, Georgia, party of the second part.

Witnesseth: That the attached drawing in blue ink shows the location of a part of the main line of railroads of the party of the first part in the City of Atlanta, Georgia, and the crossing of the same over the street in said City. It also shows a proposed spur track of three hundred feet (300) in length, leading from the said main line of the said party of the first part to the said street, which street track is to be constructed as hereinafter provided, and is represented on said drawing in blue ink by the broken line on the same. Between which is written "proposed street" and which drawing on this point is made a part of the contract and hereby referred to as such.

Whereas It is agreed that the said J. H. Morris shall at his own cost and expense, procure and furnish the right of way necessary for the construction of said spur track, on the premises and subject to the Railway Company, that he shall do all the grading necessary, and the Railway Company shall furnish the crossing and installation for the same. The said J. H. Morris shall also furnish the iron rails, fastenings, spikes and other materials, with labor and prepare said spur track ready for operation.

The title in and to all fixtures and property of said spur track shall be and remain in said Railway Company, its successors and assigns, and the said J. H. Morris binds himself, his heirs and assigns, to protect and defend the Railway Company and its successors and assigns.

The Railway Company shall, at all times, be liable to the said J. H. Morris for any and all damages to said spur track and the right of control over the same, and

The right of way thereof.

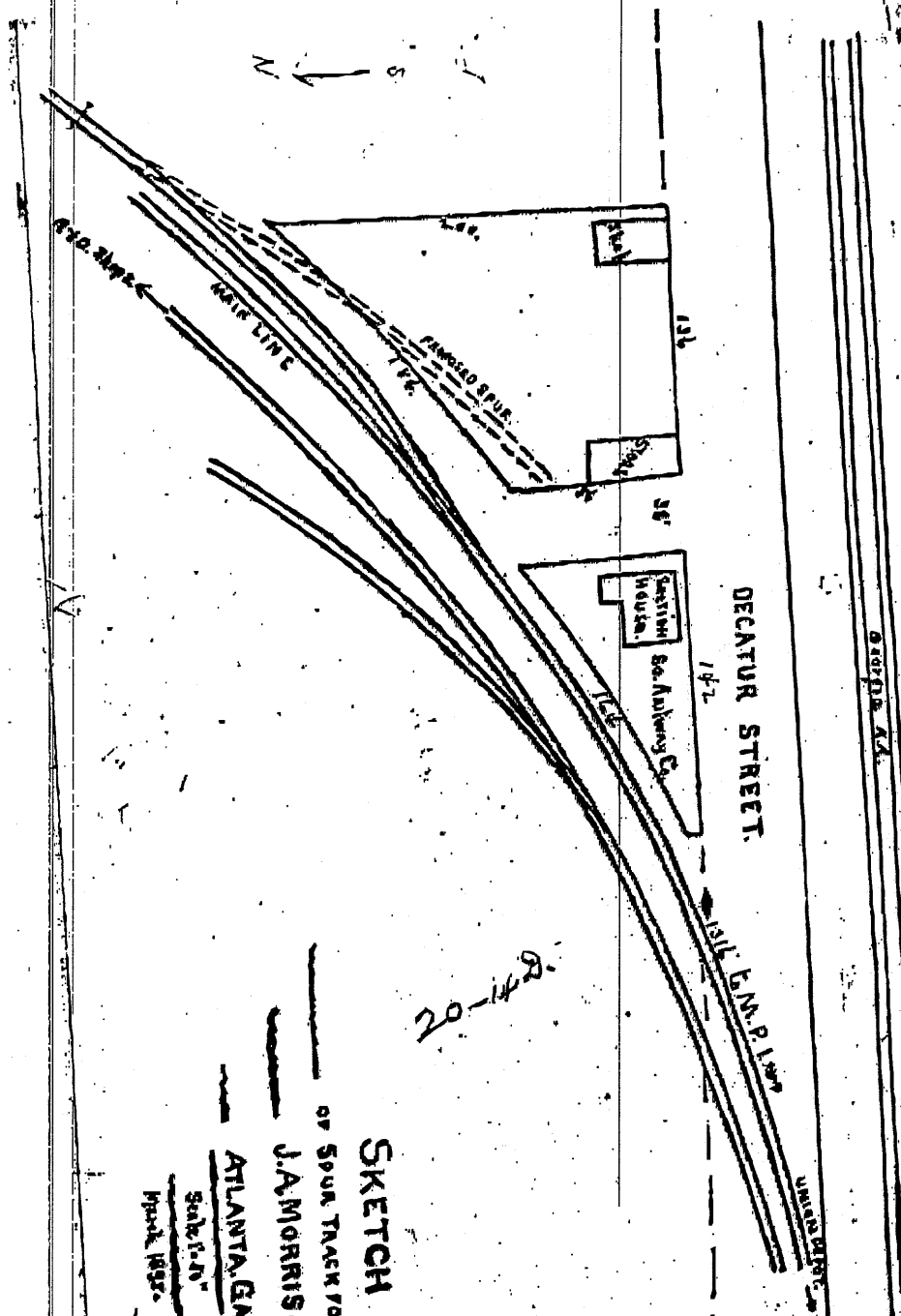
Third: The said Morris agrees that the said Railway Company shall at any time, have the right to remove its property on said track from the right of way and premises appurtenant thereto in its judgment, there shall no longer exist easements or interests in the track, with the understanding, however, that no removal shall be made until thirty (30) days previous notice thereof shall be given in writing to said Morris.

Fourth: The object of said Morris in entering into this agreement is to secure hereunder needed railroad facilities for the promotion and expedition of his business in the coal and wood yard, and in consideration of which the Railway Company does hereunder for the promotion and expedition of his said business, and as a special inducement for it to enter into this agreement said Morris agrees that he will make and receive all shipments and freight via the Southern Railway, its lines and established routes, so long as the charges for transportation shall not be less than those of the open public and published rates of common carriers for the like service performed under similar circumstances and conditions.

Fifth: It is distinctly understood and agreed that the Railway Company agrees and binds itself to provide said track station in handling the business of said Morris, and that it is not to, and will not, make any switching or other charges for handling said business in and over said station, such operation to be carried on by said Railway Company according to its own laws and regulations for carrying on its same.

Sixth: It is further distinctly understood and agreed that after cars are placed by said Southern Railway Company upon said station, the loaded or unloaded by the said Morris, then said Morris shall be responsible for any and all damages that may be done to them, or any of them, (excepting only such damages as may be done by said Railway Company or its employees) and said Morris agrees that for such damages he will be deemed and may transfer the Railway Company in the premises; and any and all damages and necessary and reasonable expenses of repairing such damages upon the presentation of bills therefor, the intention being that, after cars are placed upon said track station, and until they are again taken up by the Railway Company, for the purpose of transportation over its line, said Morris shall be considered as in possession thereof, and is responsible for any damages that may happen thereto, except as above stated. In witness whereof the parties

544



SKETCH

20-14-8

OF SPUR TRACK FOR

J.A. MORRIS

ATLANTA, GA.

Subs. Co.

March 1892.

200

has to have signed, executed and delivered this agreement in duplicate
 on the day and year first above written
 Southern Railway Company.
 By W. H. Baldwin, Jr.
 Third Vice President.
 J. A. Morris.

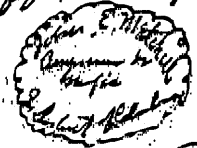
Witness as to W. H. Baldwin, J. A. Morris
 John E. Whitfield
 Wm. McArthurland.
 Witness as to J. A. Morris
 J. G. Easton
 O. Robinson

United States of America
 District of Columbia
 City of Washington
 a Commissioner for the

residing in the City of Washington
 Dr. Third Vice President
 a Corporation of the State of Virginia
 together with whom I am personally acquainted, and
 who is known to me to be the Third Vice President of said
 Railway Company, and who acknowledged before me that
 the seal appended to the within instrument is the corporate
 seal of said Railway Company, and by virtue of the authority
 vested in him by its Board of Directors, he signed, sealed
 and delivered the within instrument in behalf of said
 Railway Company, and affixed the corporate seal of said
 Railway Company thereto, as the said seal and the said Railway
 Company, and for the purposes therein contained.
 and I further certify that the within instrument is a true and
 correct copy of the original instrument as attested by the
 In testimony whereof I have hereunto set my hand
 and affixed my seal.

§ 10. It is remembered that on the 15th day
 of April 1895 before me John E. Whitfield
 of the State of Georgia in the District of Columbia
 personally appeared W. H. Baldwin
 of the Southern Railway Company
 one of the within named
 and who acknowledged before me that
 the within instrument is the corporate
 seal of said Railway Company, and by virtue of the authority
 vested in him by its Board of Directors, he signed, sealed
 and delivered the within instrument in behalf of said
 Railway Company, and affixed the corporate seal of said
 Railway Company thereto, as the said seal and the said Railway
 Company, and for the purposes therein contained.
 and I further certify that the within instrument is a true and
 correct copy of the original instrument as attested by the

John E. Whitfield
 Commissioner of Georgia in the
 District of Columbia



State of Virginia
 City of Chesapeake
 17th day of May 1895
 before me J. G. Easton a Commissioner for
 the State of Virginia
 personally appeared
 J. A. Morris, one of the
 within named
 together with whom I am personally acquainted, and who acknowledged
 before me on this date that the within instrument is a true and
 correct copy of the original instrument as attested by the
 In testimony whereof I have hereunto set my hand
 and affixed my seal.

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 In testimony whereof I have hereunto set my hand
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