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SUPPLEMENTAL CONTRACT ACCOMPANYING
CONTRACT "D."

This Indenture, made and entered into
this 15th day of November, 1905.

By and between the

E. B. AND A. L. STONE COMPANY

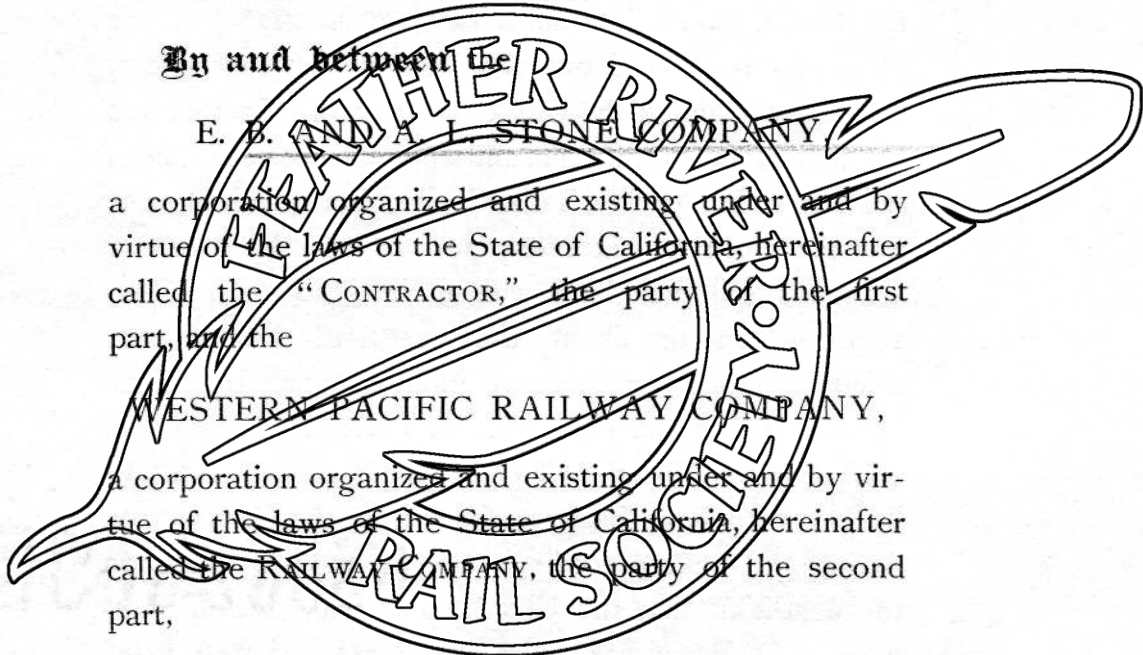
a corporation organized and existing under and by
virtue of the laws of the State of California, hereinafter
called the "CONTRACTOR," the party of the first
part, and the

WESTERN PACIFIC RAILWAY COMPANY,

a corporation organized and existing under and by vir-
tue of the laws of the State of California, hereinafter
called the RAILWAY COMPANY, the party of the second
part,

Witnesseth, That for good and valuable con-
siderations to each of the parties hereto received by
and moving from the other, the receipts whereof are
hereby respectively acknowledged, the parties hereto
agree as follows, to wit :

That after the CONTRACTOR shall have commenced
the work provided to be performed by it under the



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terms of a contract between the parties hereto dated the 15th day of November, 1905, wherein and whereby the CONTRACTOR undertakes to do and perform all the clearing, grubbing, grading, tunneling, masonry, pile and trestle bridging, construction of culverts, ditches and creek channels, and such other work connected therewith or rendered necessary thereby in order to complete and make ready for the laying of track upon that portion of the line of railroad of said RAILWAY COMPANY as the same may be staked out and located between a point in the north line of the City of Sacramento, Sacramento County, State of California, and a point in the north line of the City of Marysville, Yuba County, State of California, a distance of forty-six miles, more or less, the RAILWAY COMPANY will then lend, without interest, to the CONTRACTOR, on or about the twentieth day of each calendar month, a sum of money equal to fifteen per centum of the cost price of that part of the said work estimated by the Chief Engineer of the RAILWAY COMPANY to have been performed by the CONTRACTOR during the next preceding calendar month, but upon the condition that the CONTRACTOR will give its non-negotiable Promissory Note or Notes, in the usual and ordinary form, wherein and whereby it shall agree to pay to the RAILWAY COMPANY, at its office in San Francisco, California, said sum of money so loaned, without interest, on or before the 15th day of May, 1907; but,

Provided, that the payment of said Promissory Note or Notes shall be guaranteed in writing on the back thereof by E. B. Stone, or such person or persons as may be satisfactory to the Chief Engineer of the RAILWAY COMPANY, the contract of guaranty to be in such form as will be approved by the Chief Engineer of the RAILWAY COMPANY ; and

Provided, also, that in the event the Chief Engineer shall so request, the CONTRACTOR will, before said loan is made, furnish evidence satisfactory to him that all persons furnishing labor or materials, or both, used in the doing of said work, and all sub-contractors, have been paid in full all sums due them for work and labor done and materials furnished in connection with said work up to the date of the Chief Engineer's certificate for the work done during the next preceding calendar month ; but

Provided, also, that the Chief Engineer may accept in lieu of said evidence of payment a bond satisfactory to him (the Chief Engineer) to hold the RAILWAY COMPANY harmless from any claim of lien by such person who has not been paid in full.

In Witness Whereof, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized, and have caused

their respective corporate names and seals to be affixed hereto, the day and year first above written.

DONE IN DUPLICATE.

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

By

.....
President,

.....
Secretary.

WESTERN PACIFIC RAILWAY COMPANY,

By

.....
President,

Attest:

.....
Assistant Secretary.

