
Agreement

BETWEEN

Interior and West Virginia Railroad Company

AND

Big Stony Railway Company.

DATED JUNE 15, 1910.

**Sale of the railroad, etc., of the Interior and West Virginia
Railroad Company.**

THIS AGREEMENT made and entered into this 15th day of June A. D. One thousand nine hundred and ten between the **INTERIOR AND WEST VIRGINIA RAILROAD COMPANY**, a railroad corporation duly created and existing under the laws of West Virginia, party of the first part, and the **BIG STONY RAILWAY COMPANY**, a railroad corporation duly created and existing under the laws of Virginia, party of the second part; *Witnesseth*:

WHEREAS the Interior and West Virginia Railroad Company is a corporation duly created and existing under the laws of West Virginia and is authorized to construct, maintain and operate a railroad commencing in Monroe County, West Virginia, at or near the headwaters of Potts Creek and on the State Line between Giles County, Virginia, and Monroe County, West Virginia, and running thence by the most practicable route to a point in Monroe County, West Virginia, at or near Potts Creek, and on the State line between Monroe County, West Virginia, and Craig County, Virginia; and

WHEREAS the estimated length of the main line of the railroad of the Interior and West Virginia Railroad Company is seventeen and fifty-three one hundredths (17.53) miles more or less and its railroad is completed and in operation; and

WHEREAS the Big Stony Railway Company is a corporation duly created and existing under the laws of the State of Virginia and has complied with all the requirements of law to authorize it to hold property and do business in the State of West Virginia.

WHEREAS the railroad of the Big Stony Railway Company is in Giles County, Virginia, is completed and in

operation and connects directly with the railroad of the Interior and West Virginia Railroad Company at or near the headwaters of Potts creek and on the State Line between Giles County, Virginia, and Monroe County, West Virginia, and the lines of railroad of said Companies together make a continuous line of railroad which can be run and operated without change of cars or break of bulk or exchange or transfer of passengers or freight, and the said lines of railroad are not competitive between points both of which are within the State of Virginia or lines between the same terminal points both of which are within the State of Virginia, and are not either in Virginia or West Virginia parallel or competing lines with each other; and

WHEREAS the Interior and West Virginia Railroad Company has the power to sell and convey and the Big Stony Railway Company has the power to purchase and acquire all the line of railroad, property and franchises, rights, powers and privileges of the Interior and West Virginia Railroad Company; and

WHEREAS, the Big Stony Railway Company desires to purchase and acquire and the Interior and West Virginia Railroad Company is willing to sell and convey all the line of railroad, property and franchises rights, powers and privileges of the Interior and West Virginia Railroad Company; and

WHEREAS, the stockholders and directors of the Big Stony Railway Company and the stockholders and directors of the Interior and West Virginia Railroad Company at meetings of such stockholders and directors duly held have authorized the execution of this agreement; and the owners of 250 shares of \$100 each, being all the capital stock of the Interior and West Virginia Railroad Company have approved the execution of this agreement and the sale and conveyance to the Big Stony Railway Company of

all the line of railroad, property and franchises, rights, powers and privileges of the Interior and West Virginia Railroad Company upon the terms and conditions of this agreement;

Now, Therefore, the parties hereto do mutually covenant and agree with each other as follows:

ARTICLE I.

The Interior and West Virginia Railroad Company shall and will, for and in consideration of the sum of one dollar, sell and convey to the Big Stony Railway Company all of the line of railroad and other property, franchises, rights, powers and privileges now owned by the Interior and West Virginia Railroad Company and all which it may acquire hereafter; and the Interior and West Virginia Railroad Company agrees that, from time to time, at the expense of the Big Stony Railway Company it will execute acknowledge and deliver all such deeds, conveyances and other instruments as the Big Stony Railway Company may reasonably require for the purpose of vesting in it the title to all of said premises.

It is expressly understood and agreed, however, as one of the considerations for this agreement, that upon the execution, acknowledgment and delivery of the deed of conveyance by the Interior and West Virginia Railroad Company to the Big Stony Railway Company the Big Stony Railway Company shall and will, release, cancel and discharge all liabilities of the Interior and West Virginia Railroad Company to the Big Stony Railway Company and shall and will assume, pay off and discharge all valid and enforceable obligations of the Interior and West Virginia Railroad Company; and the Big Stony Railway Company shall and will also pay to the stockholders of the Interior and West Virginia Railroad Company, in purchase of and in cancellation of their shares of stock, the respective amounts paid in by them on their respective shares of stock with interest at the rate of 5% per annum.

ARTICLE II.

The Big Stony Railway Company shall and will purchase on the terms and conditions aforesaid, the said premises so to be sold and conveyed to it.

In Witness Whereof, The Interior and West Virginia Railroad Company has caused its corporate name to be signed and its corporate seal to be hereunto affixed by its President and attested by its Secretary; and the Big Stony Railway Company has caused its corporate name to be signed and its corporate seal to be hereunto affixed by its President and attested by its Secretary, the day and year first above written.

Witnessed by

INTERIOR AND WEST VIRGINIA RAILROAD
COMPANY,

By

L. E. JOHNSON,

President.

Attest:

E. H. ALDEN,

Secretary.



BIG STONY RAILWAY COMPANY,

By

L. E. JOHNSON,

President.

Attest:

E. H. ALDEN,

Secretary.



We, the undersigned, being all the stockholders of the Interior and West Virginia Railroad Company, do hereby approve the making, execution and carrying out of the foregoing agreement with the Big Stony Railway Company, dated June 15th, 1910.

NORFOLK & WESTERN RAILWAY CO.

By

L. E. JOHNSON,

President.

L. E. JOHNSON,
WM. G. MACDOWELL,
JOS. I. DORAN,
THEODORE W. REATH,
E. H. ALDEN,
G. C. CALLAHAN.

STATE OF PENNSYLVANIA }
 COUNTY OF PHILADELPHIA } ss.

I, Harry M. Kurtz, Notary Public of the said County of Philadelphia in the State aforesaid, DO CERTIFY that L. E. Johnson and E. H. Alden personally appeared before me, in my said county, and, being by me duly sworn did depose and say that the said L. E. Johnson is the President and the said E. H. Alden is the Secretary of the Interior and West Virginia Railroad Company, the corporation, party of the first part, described in the writing above, bearing date the 15th day of June A. D. 1910, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writings is the corporate seal of said corporation, and that said writing was signed and sealed by them in behalf of said corporation by its authority duly given. And the said L. E. Johnson and E. H. Alden this day acknowledge the said writing to be the act and deed of said corporation.

Given under my hand and official seal, this 15th day of June A. D. 1910.



HARRY M. KURTZ,
Notary Public.
 Commission expires 2/27/13.

STATE OF PENNSYLVANIA }
 COUNTY OF PHILADELPHIA } ss.

I, Harry M. Kurtz, Notary Public of the said County of Philadelphia in the State aforesaid, DO CERTIFY that L. E. Johnson and E. H. Alden personally appeared before me, in my said county, and, being by me duly sworn, did depose and say that the said L. E. Johnson is the President and the said E. H. Alden is the Secretary of the Big Stony Railway Company the corporation, party of the second part, described in the writing above, bearing date the 15th day of June A. D. 1910, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by them in behalf of said corporation by its authority duly given. And the said L. E. Johnson and E. H. Alden this day acknowledged the said writing to be the act and deed of said corporation.

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