

Office Monongahela Navigation Co  
Pittsburg Penn<sup>a</sup> November 24. 1857

I, James K. Moorhead, President of the Monongahela Navigation Company, do hereby certify to all whom it may concern, that W. Milnor Roberts Esquire has been long personally known to me as a Civil Engineer and Contractor on public Improvements in the United States, and as such has been eminently skillful and successful. That he was Chief Engineer of the Monongahela Navigation Company from the commencement of that Slackwater Improvement in the year 1837 and for several years thereafter, and devised and carried into successful execution the construction of Locks and Dams on the Monongahela River, which were much the largest in the United States. That the work has since been extended without material variation from the original plans of Mr Roberts, & the strength and sufficiency of the works attest the skill and ability of their projectors. I commend him as an Engineer of great experience and as a gentleman of high standing in this Community. -

Attest:

W. Basswell  
Secretary.

W. Moorhead Pres<sup>t</sup>

B. S. C.

Showing her Bostoned letter  
Aid will cover the whole ground  
I have asked what you will find  
and you can use it or not.

Very

Yours  
M. W.





Canal Commissioners Office  
Harrisburg (Penna) December 1<sup>st</sup> 1857

W. Milner Roberts Esq. is well known in this State as an Engineer of the highest class. He occupied for many years the position of a Principal Engineer on the most important works of the Commonwealth, and discharged his duties to the entire satisfaction of the public officers. As a Contractor he has, since he left the service of the State, been engaged in some very important works of internal improvement. His experience as an Engineer and Contractor are such as warrants us in recommending him cheerfully to the confidence of all who may require talent, experience, and energy, in the prosecution of rail-roads or canals

H. S. Matt

George Scott  
A. Plumer

Thomas L. Wilson

Recommendatory  
Letter; from the  
Canal Commissioners  
of the State of  
Pennsylvania)  
Dec 1. 1857.

W. Miner Roberts



"Whereas it is believed, that Congress will make an appropriation at its present Session for the construction of a Ship Canal at the Sault de St Marie for the purpose of connecting Lakes Huron and Superior - and whereas it has been suggested, in case of such an appropriation, the Secretary of War would appoint some distinguished Civil Engineer, of tried experience in the construction of Canals, to take charge of the work -  
Therefore

"Resolved, as the unanimous opinion of this Board, that W. Milnor Roberts, Esq., be recommended to the Department for that important post. The Board is of opinion that no better or more acceptable appointment could be made. Mr. Roberts is a gentleman of polished and conciliatory address - of brilliant talents - of distinguished reputation - of long-tryed experience, and of unsullied integrity; he has been all his life-time engaged in the duties of his profession and in making Canals. He grew up from a boy with the improvements of Pennsylvania, and for

many years held the appointment of one of the Chief Engineers. He was also some years Chief Engineer of the Monongahela Navigation Company - was the Chief Engineer of this Company from its organization to the completion of their Canal - and is at present Chief Engineer of the Sandy and Beaver Canal in the State of Ohio. This Board bears the fullest testimony to the ability, fidelity and success with which he discharged all the important duties devolving upon him while in their employ - and unreservedly expresses the opinion that he is eminently qualified for the appointment in question.

Passed.

"On motion,

Resolved, That the Secretary forward a copy of the above preamble and resolution duly certified to the Secretary of War, and also to Mr. Roberts at New Lisbon.

Passed."



Office of the Erie  
Canal Company.

Erie Canal Company's.

We do hereby certify  
that the above and annexed  
is a true and correct copy  
of the Record of the Erie  
Canal Company, of the date  
of March 16<sup>th</sup>, A. D. 1846.

In Testimony  
whereof we have hereunto set our hands,  
and caused the Seal of the Company  
to be affixed, this Twelfth day of  
November in the year of our Lord One  
Thousand Eight Hundred and fifty  
Seven.

Wm Reed Pres

A. H. Coughy, Secy.

Testimonial  
from the  
 Erie Canal Co  
 of  
 Pennsylvania  
 to  
 W. Wilson Roberts



*Ms* FRANCISCUS PATRITIUS KENRICK,

Dei et Apostolicæ



Sedis Gratia,


Archiepiscopus Baltimorensis,

*Omnia quorum interest notum facimus et testamur Gulielmum Milnor Roberts, civem Americanum, familiae spectabilis, et samae illibatae, scientia et peritia insignem, quem ad regiones meridionales profecturum, plurimum commendamus, ut si qua in re consilio operave amica indigerit, adjuvetur. In quorum fidem has litteras dedimus Baltimore die VII Novembris A.D. MDCCCLVII.*

+ Franciscus Patritius  
Arch. Balt.



*Thomas Foley Sec.*



Allegheny Valley Rail Road Office,

Pittsburgh, Pa. Nov. 10<sup>th</sup> 1857.

We, undersigned President & Secretary of the Allegheny Valley Rail-road Company, under the Seal of the said Company respectfully certify

That we have an intimate knowledge of the bearer W<sup>m</sup>. Milnor Roberts Esq. Civil Engineer.

That during the construction of the Allegheny Valley Rail-road, he was the Chief Engineer, & in that capacity, ably, satisfactorily & honestly performed the duties of the Office. — That we have known him by reputation as an Engineer on various other public Works, such as Canals, — Rail-roads & Slackwater navigation, — And that the report of his former Employers fully coincides with our knowledge of his conduct whilst in the employ of our Company.

That we have heard of his success, perseverance & ability as a Contractor & do not doubt the fact from our knowledge of his personal worth & talents as an active industrious & skilfull business man.

attest

Geo. Gibson Secy  
A. V. R. Co.

Jm<sup>rs</sup> Johnston  
Pres. A. V. R. Co.



Testimonial

Letter from the

President & Secretary

Wegobong Valley RR.

Nov 1857

~~Wegobong Valley RR.~~  
N. Union Robert.



# St. Louis and Iron Mountain Railroad.

Division, ----- }  
Section, ----- }

*William M. Watts, Charles M. Watts & W. Milnor Roberts* CONTRACTORS FOR  
*The St. Louis & Iron Mountain Railroad from the City of*  
*St. Louis to the Pilot Knob*

Articles of Agreement, made and concluded this *Twenty eighth* day of *February* 185*4*  
between *W. M. Watts, C. M. Watts & W. M. Roberts* of the one part, and the **ST. LOUIS AND IRON MOUNTAIN RAILROAD**  
**COMPANY**, being a Company duly incorporated by the Legislature of the State of Missouri, by *Sutherland M. Bennett President*  
of the other part, whereby it is agreed as follows:

The said *W. M. Watts, C. M. Watts & W. M. Roberts* Contractor, hereby promise and agree to perform in a thorough workman-  
like manner, agreeably to the directions and satisfaction of the Engineer of said Company, and subject to all the clauses of the general specifications in this  
contract, and subject also to all the clauses of the specifications for *Graduation Masonry & Track Laying* attached to and forming part  
of this contract, the following work of *Grubbing & clearing, fencing, grading, Masonry, furnishing Cross-ties*  
*& Sub-sills, Laying Track & ballasting the same, when required complete*  
*on the entire length of the road between the City of St. Louis & the*  
*Pilot Knob Mountain, about eighty seven miles*

87 miles.

## GENERAL SPECIFICATIONS.

1. The work on each section of this contract is hereby declared to be subject to all the clauses of this contract, clause 2 excepted, the same as if a separate contract had been drawn for each section. The extent of each section is defined on the plans and profiles of the work; and any modification of any section in consequence of changes of location or otherwise, shall be defined by the Engineer of the Company.

Clause 2 of this contract has reference to its entire extent, taken as one whole, and not to the sections individually.

Engineer. All directions, explanations, superintendence, or instructions, spoken of or required under this contract, refer to, and will be given by, the Engineer of the Company, or his authorized agents; the contractor may at any time require such instructions to be stated in writing. The Engineer may at any time make such changes in the amounts of any of the descriptions of work to be done, or in the character or description of any materials to be used, as the interest of the work may, in his opinion, require; a fair allowance being made by him, on either side, for such changes, where provision is not made in one or other of the clauses of this contract for the particular case. And to prevent all disputes and misunderstandings, it is mutually agreed and covenanted between the parties, that the Chief Engineer shall be the umpire between the parties in all matters in dispute under this contract; and when any controversy arises, it shall be referred to him, and his decision in writing shall be binding on the parties to this contract, without appeal therefrom. <sup>except as herein after provided</sup> Whenever the word Engineer is mentioned, it is understood to be the Engineer for the time being.

Right of Way. 2. Until the Company shall have procured the right of way through all the lands applicable to this contract, the contractor shall commence work, or make arrangements for commencing work, whether of graduation, masonry, or otherwise, on such grounds only as the Engineer shall designate.  
The contractor, by reason of the Company not procuring the title to lands in season, shall not have any claim for damage or detention, but he shall be entitled to an extension of the time on each part of the work which he was prepared to commence, equal to the time lost from and after the day on which he was so prepared. But the contractor must notify the Engineer in writing in all such cases, fifteen days beforehand, when and where he desires to commence work other than where the right of way has been procured; otherwise it shall be assumed that he was not ready, and in such case no allowance will be made him; and his alleged preparation to commence cannot date before said notification.

Inspection. 3. All materials used under this contract, of whatever description, and all workmanship under this contract, shall at all times be liable to inspection by the Engineer, or by such person or persons as he may appoint.

Measurement. 4. The final measurements of all work under this contract shall be made under the direction of the Engineer of the Company, who shall determine on its quantity and quality, and whether it satisfies the requirements of this contract.

Sub-Contract. 5. ~~The contractor shall not be at liberty to sub-let any part of the work without the consent of the Engineer.~~ No sub-contract, however, shall relieve the contractor of his liabilities under this contract, should the sub-contractor fail to perform the work undertaken by him. All payments made to any sub-contractor, under written authority from the first party to this contract, shall be chargeable to said first party; and the sub-contractor's receipt shall, in such case, be considered sufficient evidence of such payment.

Workmen. 6. The contractor shall employ competent foremen and workmen and experienced mechanics; and he shall immediately discharge, whenever required to do so by the Engineer, any men considered by the Engineer to be incompetent or disorderly, or disposed to foment discontent or mischief on the work.

Liquor. 7. The contractor shall not sell, or allow to be sold, within the limits of his work, any spirituous liquors, nor allow any such to be sold upon the work; and he will do all in his power to assist the officers of the corporation in maintaining such regulations as shall conduce to the orderly and peaceable progress of all parts of the work, and as shall tend to prevent all unnecessary interference with the rights, privileges, and property of persons in the vicinity of said railroad, and he shall instruct his foremen and agents accordingly.

Failure. 8. The contractor shall not be considered to be making sufficient progress with his work, unless the work done by him, monthly, after the first <sup>from date of this contract</sup> 25 days, shall represent its full sectional proportion of the whole work to be done within the time then at his disposal: ~~the first~~ <sup>the first</sup> days after the date of his contract, will be ~~considered as due to preparation.~~ And should the contractor at any time, after 125 days from the <sup>date</sup> ~~beginning~~ of his contract, not be found to proceed with all or any sections of his work in such manner as to secure, in the opinion of the Engineer, the entire completion of the work on the said section or sections within the time allowed by his contract, the Engineer may so notify him; and should he not then, within 30 days from the date of the said communication, make the necessary exertions and arrangements to compensate, in the opinion of the Engineer, for previous negligence or inactivity, the Engineer may then in writing declare the contract, or any particular part of it, void, and it shall be so considered by both parties to the extent declared by the Engineer. It being particularly understood that any subse-



**ST. LOUIS AND IRON MOUNTAIN RAILROAD—CONTRACT AND GENERAL SPECIFICATIONS.**

quent recognition of a contract, or part of a contract, that may have been declared forfeited, shall not debar the Engineer, as many times as may be deemed proper, from the right to again give the ~~30~~ <sup>30</sup> days' notice, and (if necessary) subsequent notice of forfeiture as provided above; and it is further distinctly understood, that in case of notice having been given by the Engineer to increase force, as provided above, the Engineer may not only at the end of ~~30~~ <sup>30</sup> days, but at any time thereafter during the progress of contract, *without further notice*, declare the contract, or any part of it, forfeited; and it shall be so considered by both parties, unless the Engineer shall have, in writing, endorsed said ~~30~~ <sup>30</sup> days' notice as cancelled.

Should the time given in the contract for completion arrive and the work under the contract not be then completed, the contract shall be considered void, without any notice whatever, but the Engineer may, in writing, notify the first party to continue with the work, and the first party shall be bound so to do; but the Company shall not be bound for the payment for any work done after the contract has expired, unless the notice for continuation has been, in writing, given by the Engineer. Should the contractor not be performing his work according to the specifications and directions of the Engineer, and should he, after ten days' notice from the Engineer, still persist in disregarding such specifications and instructions, then the Engineer may declare this contract forfeited, and it shall be so considered by both parties. *except as herein after provided*

In case of failure or forfeiture of contract, the Engineer shall be at liberty to employ other persons to fulfil the contract and finish all or any parts of the work, of graduation, masonry or otherwise, on said section or sections, and the contractor shall be liable for any damages or for any extra expenses caused by his neglect to fulfil his engagement. *to the extent of the fifteen per cent retained*

And it is hereby especially covenanted and agreed by the said contractor, that he will immediately, on receiving notice from the Engineer in writing, that he, the said Engineer, has declared the whole or any part of the work of this contract abandoned, as herein provided for, give up and surrender to the Company's Engineer, or other authorized agent, quiet and peaceable possession of all and every part of the Company's land and roadway, and all other things or materials in any way pertaining thereto, on which the Company may have made advances; and also such shantees, stables, derricks or fixtures as the Engineer may desire to retain, a fair valuation being allowed by the Engineer for such tools and fixtures, to be credited to the contractor's account with the Company.

9. In case of failure by contractor to complete this contract, or of forfeiture as provided above by Engineer, the Company shall be exonerated from all further obligation and liabilities arising under this contract, and the reserved per centage of ~~fifteen~~ <sup>fifteen</sup> per cent., upon any work done by the contractor, shall be forfeited to the Company as a penalty for such failure, and may be retained forever by said Company; ~~and no money which may be due the contractor, either for work done, or for tools, shantees, or other fixtures, over and above the per centage, shall be paid until the work for which this contract is made shall be completed; and should the employment of other persons increase the cost of the work, such money shall be applied toward that additional cost.~~

Provided, that this penalty shall not be enforced excepting only where the contract for any section or sections is declared by the Engineer to be forfeited and annulled, and where the operation of the following exception is not admitted, viz:—

10. Should there be any particular piece or pieces of work included in this contract which, by the neglect of the contractor to complete it or them, will interfere, in the opinion of the Engineer, with the due and timely advancement and completion of other work depending thereupon,—and should the contractor, with this or these exceptions, be carrying on the other and larger remainder of his work with sufficient attention and rapidity,—the Engineer may at any time, after giving the contractor ~~30~~ <sup>30</sup> days' notice, and written notice at the end of said ~~30~~ <sup>30</sup> days, place additional force with such foremen and shantees as the Engineer may deem proper; or the Engineer may withdraw from his contract the particular piece or pieces of work alluded to, and employ others to finish such, and any damage resulting thence to the Company shall be charged to and paid by the contractor; *but this partial interference with the purpose of avoiding, if possible, its entire forfeiture, shall be optional on the part of the Engineer.*

11. It is distinctly understood that the contractor can only claim from the Company pay for work as it has so far been satisfactorily placed on the particular piece or point, to be paid for at the contract prices; but the Company may, at the discretion of the Engineer, make advances on materials, such as rock, lumber, building-stone, iron, and other material, delivered for use on the work. But, in case of any advance, all such materials are hereby declared to become the property of said Company. It being further understood, that all materials on which advance may have been made, as being in charge of contractor, are entirely at his risk, and the Company are in no way liable for their destruction by fire, flood, or loss, until the work is completed and accepted.

12. The contractor shall render an account monthly, through the proper superintending Engineer, of any extra work which he may have been authorized to do; and, to prevent disputes hereafter, it is hereby understood that no bills for extra work will be allowed without written evidence of the work having been properly authorized, and of the bills having been examined by the superintending Engineer.

13. And it is hereby understood, that, with the exception of such instructions and alterations as the Engineer, under the provisions of this contract, is entitled to make, the terms and conditions of this contract, or any one of them, cannot be dispensed with, or rendered in any sense null and void, without the written consent of the President of the Company attached or endorsed on this contract, and specifying what modifications may have been agreed upon.

14. The whole work herein specified and contracted for shall be completed in all its parts on or before the following dates, viz:—*To Big River by 1<sup>st</sup> of July 1836 & to Pilot Knob by 1<sup>st</sup> December, 1836. Provided the Company shall furnish the Iron rails, Chairs & spikes six months before said dates. For the purpose of monthly estimates the Engineer may fix such prices on the different parts of the work as shall seem to him fairly in proportion to the value of the whole work to be done. It is understood that the prices for Hard Pan & extraordinary Hard Rock, are to be determined from time to time by the Engineer in charge of the work, but should said price or prices be deemed inadequate as a fair compensation in the spirit & meaning of this Contract, said Contractor may designate some disinterested Chief Engineer of good standing, who shall confer with the Company's Engineer. If they cannot agree upon a price or prices, said Engineers shall choose a third disinterested Civil Engineer of good reputation & the decision of a majority of said referees shall be binding upon the parties to this Contract. And in like manner upon the return of the final estimate of the work or any part, under this Contract in case of dissatisfaction on the part of the contractor, a similar reference shall be made to a decision of the majority of said Engineers shall be binding upon the parties. Each of the parties to pay one half of the expense of such reference or references. It is understood that in case the present Consulting Engineer should die or be removed, or if from any cause a new head to the Engineer department should be required the appointment to fill the vacancy is to be made either by agreement between the parties or by disinterested persons to be agreed upon by the parties to this Contract. Such disinterested persons to be Engineers in high standing.*

15. On condition of the faithful fulfilment of the above contract and specifications in all its parts, as explained in the accompanying specifications, the said St. LOUIS AND IRON MOUNTAIN RAILROAD COMPANY, by Luther M. Kennett President hereby promise and agree that they shall and will, for doing and performing the work aforesaid, pay or cause to be paid to Said Wm. Watters, N. Watters & W. M. Roberts the said contractors *their* heirs, executors, or administrators, the following prices, for work so performed, by following schedules:—



Hand pan, was paid for at 60 to 65 cents per c. yard.

ST. LOUIS AND IRON MOUNTAIN RAILROAD—CONTRACT AND GENERAL SPECIFICATIONS.

SCHEDULE OF PRICES.

Haul of 100 ft  
 1 2/3 cents per 100 ft.  
 Haul 1000 ft = 12 cents.  
 Border from \$1.00

\$8.  
 \$6.  
 \$4.  
 \$9.  
 \$8.  
 45 ct  
 \$550

1. Earth Excavated, with haul of 100 feet.....	per cub. yard,	<i>Twenty three cents (at 1000 ft = 35 cents!)</i>
2. Rock Excavated " " .....	per cub. yard,	<i>Ninety five cents = 1/807</i>
3. Haul, per 100 feet for all beyond first hundred feet.....	per cub. yard,	<i>Twelve Mills</i>
4. Grubbing and Clearing, where any.....	per acre,	<i>Fifty dollars</i>
5. Gravel Ballasting laid, all haul included.....	per cub. yard,	<i>Fifty cents</i>
6. Broken Stone, Ballasting laid, haul included.....	per cub. yard,	<i>One dollar</i>
Spaul Ballasting reserved from Rock, haul included,.....	per cub. yard,	<i>Seventy five cents</i>
7. White Oak Beams for open Culverts, and Cattle-guards.....	per thousand feet,	<i>Twenty five dollars</i>
8. White Oak Timber laid in Foundations.....	per thousand square feet, b'd measure,	<i>Twenty five dollars</i>
9. White Oak Plank laid in Foundations.....	per thousand square feet, b'd measure,	<i>Thirty dollars</i>
10. Timber in Cofferdams and Centres.....	per thousand square feet, b'd measure,	<i>Twenty five dollars</i>
11. Plank in " " .....	per thousand square feet, b'd measure,	<i>Thirty dollars</i>
12. Piles in Foundation 25 feet long, driven 22 feet.....	per stick,	<i>Twelve cents estimate of Engineer for driving</i>
13. Iron Work in Foundations, Cofferdams, or Centres.....	per lb.,	<i>Twelve cents</i>
14. First Class, Bridge Masonry, in mortar.....	per cub. yard,	<i>Eight dollars</i>
15. Second Class, Rubble Masonry, in mortar.....	per cub. yard,	<i>Six dollars</i>
16. Third Class, Dry Rubble Masonry of Culverts, Cattle-guards, &c.....	per cub. yard,	<i>Four dollars</i>
17. Coursed Sheeting of Arches, in mortar.....	per cub. yard,	<i>Nine dollars</i>
18. Rubble Sheeting of Arches, in mortar.....	per cub. yard,	<i>Eight dollars</i>
19. Additional for mortar, when made wholly from Cement .....	per cub. yard,	<i>Twenty cents</i>
20. Cross-ties, White Oak, Post Oak, Burr Oak, Black Walnut, Red Elm.....	per sleeper,	<i>Forty five cents</i>
21. Oak Sill Plank, 9x3 .....	per thousand square feet, b'd measure,	<i>Thirty five cents</i>
22. Truck laid.....	per mile,	<i>Five hundred &amp; fifty dollars</i>
23. Fencing.....	per rod,	<i>Two dollars &amp; fifty cents</i>
24. <del>Timber Bridging, under 12 feet span</del> .....	price per lineal foot,	
<del>12 to 30 feet span</del> .....	" "	
<del>35 to 50 feet span</del> .....	" "	
<del>55 to 75 feet span</del> .....	" "	
<del>80 to 100 feet span</del> .....	" "	
<del>105 to 150 feet span</del> .....	" "	
<del>160 to 200 feet span</del> .....	" "	
25. Tunnel.....	per cub yard,	<i>Three dollars &amp; seventy five cents</i>

16. This contract does not include every item of work above designated, but only such items or descriptions of work as have stipulated prices herein attached to them, together with all the contingent work included and covered by the said prices; the first party to this contract has no exclusive right of occupation of the ground or conveniences included in its extent, but is only entitled to such accommodation, not inconsistent with the necessary and timely prosecution of the other work pertinent to the completion and operation of this Railroad, as is necessary for the proper prosecution of the work herein undertaken by the said first party.

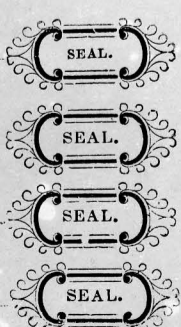
17. It is understood and agreed that the said \_\_\_\_\_ shall take \_\_\_\_\_ per cent. of the amount that shall become due and payable to \_\_\_\_\_ under this contract, in stock of the St. Louis and Iron Mountain Railroad at par value.

18. Payments, conditioned on the true and faithful performance of this contract, will be made monthly, as the work advances, at the estimate of the Engineer, reserving *fifteen* per cent. until the completion of the contract. *in Bonds of the City & County of St. Louis & of the State of Missouri or in cash as stipulated between the parties on the back of this Contract*

19. The contractor, when so required, shall furnish the Engineer, at any time, with satisfactory evidence that the men employed by him under this contract have been paid; and if he shall fail to furnish evidence within twenty days after the first of the month, that all labor under this contract for the preceding month has been paid, then, it is mutually agreed, that the Engineer may, at his discretion, claim and receive from said Company any money in their hands due to said contractor for work under this contract, and apply the same to payment of labor done by said contractor up to date of such payment by Engineer; and that all money so paid shall be chargeable to said contractor, and the receipt of the laborers, endorsed by Engineer, shall, in such case, be considered sufficient evidence of, and voucher for, payment. To insure the payment of labor, and to protect the Company against liabilities that may be imposed on them by failure or neglect of contractor to pay the just obligations under this contract, the Engineer may increase the per centage to be reserved to such extent as in his opinion may seem proper. But it is distinctly understood that nothing in this section shall be construed so as to obligate the said Company for any debts of said contractor, whether incurred for or during prosecution of this contract, or otherwise.

In Testimony Whereof, The parties have hereunto set their hands and seals, the day and year first written. *In duplicate*

Signed, Sealed and Delivered, }  
 in presence of us. }





It is understood & agreed between the parties that payment for work done under this Contract shall be made in Bonds of the State of Missouri, City of St. Louis & County of St. Louis to be taken by the Contractors at par to the amount of Seventeen hundred & fifty thousand dollars To wit Of City Bonds \$500,000 of County Bonds \$500,000 of State Bonds \$750,000 And in like proportion to each description of bonds, at each payment made And whenever payment is made in said bonds, five per cent shall be added to the estimate price for the works so paid for, however, the Company may, as to any part of the work, elect to pay Cash in that case said five per cent shall not be added. It is further understood that the Contractors may have the power to make sales of the above named securities, with the consent of the Company, as they come into the hands of the Company, in advance of the work to be done by them Provided that the proceeds of said sales are to be deposited in the hands of Trustees to be appointed by the Company Any loss which may be made on such sale of Bonds, if disposed of below par, is to be borne by said Contractors The cash resulting from said sales when thus made in advance, to be paid out to said Contractors as the work progresses, proportionally. The proceeds of Bond which shall have been fully earned & paid to said Contractors, shall belong of right to them, & are not included in said arrangement. As an additional inducement for the Contractors to complete the whole work as follows, the first division to Big River by July 1<sup>st</sup> 1856 & the balance to Pilot Knob by the 1<sup>st</sup> December 1856 the said Company further agree on completion of the work as aforesaid agreeably to Specifications & to the satisfaction of the Engineer, to pay said Contractors five per cent (in addition to the five per cent above provided for) upon the schedule prices said additional five per cent to be paid in stock of the Company at par It is further understood and agreed, that when a plan for the superstructure of Bridges shall be fixed upon by the Engineer the said Contractors shall have the building thereof if they so elect at 10 per cent advance upon the lowest responsible bid which the Company may receive for said work, unless all bid received shall be deemed so exorbitant that in the opinion of the Engineer the Bridges ought to be built by the Company as Company work This Contract is understood to embrace all the work specified on the entire line from the City of St. Louis to the Pilot Knob except the first, second, third & sixth sections already let to Holmes Shanahan & Green & the fourth section (Maramee bridge) let to Bennett & Couran And is also to embrace those sections at the prices & on the conditions herein provided, if the said Contractors (Watts & Co) shall make such arrangements as will enable them to assume the Company's Contract with said Holmes & Co & said Couran & Bennett & procure the Company a release therefrom (which was done.)

Here a note is inserted enumerating all the erasures & interlinations in the printed Specifications

*Copy*  
ST. LOUIS AND IRON MOUNTAIN  
RAILROAD.  
-----  
Sections \_\_\_\_\_  
Division \_\_\_\_\_  
CONTRACTOR FOR  
185

In testimony whereof the said Will Watts & Co. Watts & Willmore Roberts in their own behalf and Luther W. Bennett President, on behalf of the St. Louis & Iron Mountain Rail Road Company have hereunto set their hands & seals & the President aforesaid has caused the seal of the Company to be hereunto affixed with the attestation of the Secretary  
In duplicate