

**T H I S A G R E E M E N T**, made this April 30th, 1907, by and between the **AMERICAN CAR AND FOUNDRY COMPANY**, a corporation organized under the laws of the State of New Jersey, party of the first part, (hereinafter called the "Car Company"), and the **PACIFIC AND IDAHO NORTHERN RAILWAY COMPANY**, a corporation organized under the laws of the State of Idaho, party of the second part, (hereinafter called the "Railroad Company"), **WITNESSETH:**

The Car Company agrees to construct for and sell to the Railroad Company, and the Railroad Company agrees to accept from and buy from the Car Company.

10 Box Cars, built to specification #869, dated  
April 9th, 1907:

4 Stock Cars, built to specification #871, dated  
April 9th, 1907:

6 Flat Cars, built to specification #870, dated  
April 9th, 1907:

Also embodying the amendments covered by the Railroad Company's letter to the Car Company of April 29th, 1907.

1 Passenger Coach, built to specification dated  
April 5th, 1907, and including the  
amendments covered by the Car Company's  
letter to the Railroad Company of  
April 6th, 1907.

All of said cars are to be lettered:

"P. & I. N. R'y."

And to be numbered as follows:

Box Cars:	304 to 313 inclusive,
Stock Cars:	400 to 403 inclusive'
Flat Cars:	500 to 505 inclusive,
Coach	102

The Railroad Company agrees to pay the Car Company

for said

Box Cars, \$848.25 each, delivered at Terra Haute, Ind.  
Stock Cars, \$848.25 each, delivered at Terra Haute, Ind.  
Flat Cars, \$673.25 each, delivered at Terra Haute, Ind.  
Coach, \$6,000.00, delivered at Jeffersonville, Ind.

TERMS: Three thousand dollars in cash, payment of balanced to be secured by nineteen notes of the Railroad Company, each dated August 1, 1907, as follows:

Eighteen notes, each for One thousand dollars (\$1000), and one note for Nine hundred fifteen dollars (\$915), maturing, the first on August 15, 1908, and one each month thereafter; each note carrying interest at six percent. per annum, from August 1, 1907.

Title to the said cars and to each of them shall remain in Car Company until the purchase price is entirely paid; and in default of payment of said purchase price or of any installment thereof as and when the same becomes due, the said cars and each and every of them shall, at the election of the Car Company and upon its demand, be returned to it at such place as it may direct.

The Car Company agrees to deliver said freight cars during July, 1907, earlier if possible; and the said passenger coach during August, 1907, earlier if possible; but shall not be responsible or in default under this contract by reason of any delays in construction or delivery hereunder, caused by strikes, fires, accidents or other causes beyond its control.

Iron ownership plates, with the name of the Car Company, followed by the word "Owner", shall be fastened to and maintained by the Railroad Company on each side of said cars until full payment of the purchase price. In case of default in payment of purchase price, when due, the Car

Company may sell said cars, with or without notice, at public or private sale, at such time and place and in such manner as it may elect, and may purchase at such sale; in the event of sale, after the payment of all costs and expenses thereof and incident or necessary thereto, any balance remaining shall be applied to the payment of the indebtedness of the Railroad Company; and the surplus, if any, shall be paid to the Railroad Company.

Said cars shall be accepted at the works of the Car Company by an authorized representative of the Railroad Company, and the acceptance and receipt of said representative shall be final and conclusive evidence that said cars conform in all respects to the requirements of this contract, and have been accepted by the Railroad Company as satisfactory.

The Railroad Company agrees further (this forming an essential part of the Car Company's above agreement to build and deliver the cars covered hereby) that it will, at any time and times hereafter prior to full payment of the purchase price, and at Car Company's request, execute and deliver all instruments, whether in the nature of chattel mortgage, conditional sale agreement or otherwise, that may be necessary to make effective in law, as well against creditors of, and subsequent purchasers from, the Railroad Company as against the Railroad Company itself, its (Car Company's) retention of title to the cars covered hereby until full payment for all thereof, and to preserve to the Car Company the right to re-take said cars if the terms of sale be not fully complied with; and agrees also to do at all times, upon request, all things that may be necessary or advisable under the law to accomplish the purposes

herein indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers, and their corporate seals to be hereto affixed, this thirtieth day of April, 1907.

AMERICAN CAR AND FOUNDRY COMPANY.

By *Wm. N. Eaton*

Attest:

*Wm. H. ...*

PACIFIC AND IDAHO NORTHERN RAILWAY COMPANY.

By

*...*

VICE PRESIDENT

Attest:

*...*  
assistant secretary



STATE OF *Idaho* :  
COUNTY OF *Washington* : SS

On this *23<sup>rd</sup>* day of ~~June~~ *October*, in the year one thousand nine hundred and eight, before me, *O. H. Brittenham*, a Notary Public in and for said County, personally appeared *E. M. Heugh* known to me to be the *Vice President* of the PACIFIC AND IDAHO NORTHERN RAILWAY COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

*O. H. Brittenham*  
*Notary Public*