

it relinquished as aforesaid to the United States of America, at the date of such relinquishment, and that the lands so relinquished were at the time thereof free and clear of all encumbrances whatsoever and that it had good title to the lands so relinquished at the date of such relinquishment, and had the right to so relinquish the same under the said acts of Congress; provided however, and it is expressly understood and agreed between the parties hereto, that if the United States shall reject the title to any of the lands so relinquished to it, and by reason thereof shall refuse to approve any of the selections made in lieu thereof as aforesaid, and shall refuse on account thereof to permit other lands to be selected under said acts of Congress in lieu of any of the lands so relinquished as aforesaid and in case of the breach of any other covenant or agreement, express or implied in this indenture, in respect to any of the lands so relinquished, and which breach shall prevent the further selection and approval of other lieu lands in place of any of the lands relinquished as aforesaid, then the measure of damages to be recovered on account thereof shall be such a proportion, and no more, of the entire consideration paid as aforesaid by said second party as the number of acres of relinquished lands to which the title thereto shall prove insufficient to warrant the selection of lieu lands as aforesaid, shall bear to the entire number of acres relinquished to the United States as aforesaid; but in no event shall the amount of damages which said second party shall be entitled to recover exceed the consideration herein expressed, to-wit: Three Hundred and Eight and $\frac{72}{100}$ (\$308 $\frac{72}{100}$) Dollars with interest thereon at the rate of five per cent per annum, from the date of payment.

It is further agreed by the parties hereto, that if any part of the selections of lieu lands made as aforesaid, under the direction of said second party and described and conveyed herein, shall not be approved by the proper officers of the United States, for patent for any reason whatsoever, then said second party shall within a reasonable time after such failure of approval, designate other selections in lieu thereof, and said first party shall thereupon make such selections, and after approval thereof by the United States, convey all its right, title and interest in the same to said second party, his heirs and assigns, subject to the covenants herein contained.

In Witness Whereof, The said Santa Fe Pacific Railroad Company party of the first part, has caused this deed to be signed by O.P.M. Jameson its attorney in fact, the day and year first above written,

Signed, sealed and delivered in presence of
 Geo. S. Shepherd
 F. S. Keating } Witnesses.

Santa Fe Pacific Railroad Company
 By O.P.M. Jameson
 Its Attorney in Fact.