

State of South Carolina,  
County of Clarendon.

This contract made and entered into by and between D.W. Alderman & Sons Company, a corporation duly chartered under the laws of the State of South Carolina, with office at Alcolu, in said County and State, party of the first part and George W. Goodwin, Senior and Florence D.- Hunter and G.W. Goodwin, Jr. partners doing business under the firm name of Goodwin Manufacturing Company, (not incorporated) of the Town of Simpsonville, County of Greenville State of South Carolina, parties of the second part.

Witnesseth: That for and in consideration of the stipulations hereinafter named, the party of the first part agrees to, and with the parties of the second part, to employ the parties of the second part as its agents in the Town of Simpsonville, aforesaid to sell dressed lumber and moulding in said Town and surrounding contiguous country, from stock of dressed lumber and moulding which the party of the first part will keep in the lumber yard of the party of the second part, in Town of Simpsonville, aforesaid; the party of the first part will ship to the parties of the second part from time to time during the continuance of this agreement such dressed lumber consisting of ceiling, siding, flooring, sheathing, casing & Jamb, baseboards and moulding, and all other kinds of dressed lumber as the parties hereto may deem necessary for filling demands of the trade aforesaid, provided the party of the second part will sell for cash the said material as agents of the said D.W. Alderman & Sons Company and do all other things necessary to protect the interest of the said party of the first part, and in a manner as may be directed by the party of the first part; the parties of the second part to remit to the party of the first part between the first and tenth of each month for all materials sold the previous month, and said remittances to be an amount equal to the invoice prices of said material sold the month previous, and provided further that the parties of the second part, their administrators, heirs and assigns shall be accountable to the party of the first part its successors, assigns Agents or attorneys for all materials shipped as aforesaid, or the money for the same; and Provided further that the said material so shipped or to be shipped, shall be held by the parties of the second part as agents and in special Trust, for the party of the first part, by the parties of the second part as its agents, under the terms and conditions hereof. And the parties of the second part shall have no right to contract debts or other obligation or do anything else as the agents of the party of the first part, except herein provided; the parties of the second part may retain in payment of their services, as aforesaid, all and any amounts received from the sales of the said materials over and above the invoice prices of the materials sold after paying to the party of the first part the invoice price for all materials sold, as herein mentioned and agreed upon; And also after paying all expenses of all kind whatsoever incurred in the handling and selling, care and protection of the material so shipped by the party of the first part and it if further agreed by the parties of the second part, that they will not buy, handle or keep for sale the materials aforesaid and to be supplied and furnished by the party of the first part, or that will in any way conflict with the sales of the material to be shipped by the party of the first part as aforesaid.

When this agreement is ended for any cause whatever, then the parties of the second part binds themselves to purchase within ten days all of the material then in their hands, which were shipped them during the continuance and under the terms of this agreement by the party of the first part, paying the party of the first part therefor the prices at which same were billed to them less 2% for cash, and will make immediate settlement in full for the same they will turn over all amounts in their hands as the agents of the party of the first part which they have received herein and will further make and immediate settlement in full for all accounts, moneys and claims of whatever nature which they are then due the party of the first part. This agreement made and terminated by either party by giving the other party ten days notice, and upon such notice being given the party of the first part shall have the right to immediately seize and take into its possession all of the dressed lumber and moulding which have been shipped to the parties of the second part under this agreement, and to hold the same until the settlement provided for in the paragraph immediately proceeding this one is made; but in case both parties agree that said dressed lumber and mouldings shall not be bought by the parties of the second part, then the parties of the second part may hold possession of the same and the sheds, houses and yards in which same is stored for a period of 30 days thereafter, and may remove the same in such quantities and at such times as it may see fit.

This agreement is binding for a period of five years from the 16th., day of May Nineteen hundred and four, that is to say until the 16th., day of May Nineteen hundred and nine unless sooner terminated, as hereinafter set forth.

Given under our hands and seals this 16th. day of May in the year of Lord 1904.

Witness:

as to party of first part.

James P. Meehan,

F.L. Mims,

Witness:

as to the parties of  
the second part.

C.M. Todd, J.H. Goodwin.

State of South Carolina, County of Clarendon. Personally appeared before me James P. Meehan who being duly sworn says that he saw the within named D.W. Alderman as President of D.W. Alderman & Sons Co., sign seal and as his act and deed deliver the within written instrument and that he with F.L. Mims witnessed the execution thereof.

Sworn to before me this 26th day of May A.D. 1904.

James P. Meehan,

F.L. Wolfe,

Notary Public for S.C.

State of South Carolina, County of Greenville. Personally appeared before me C.M. Todd and made oath that he saw the within named G.W. Goodwin Sr., Florence D. Hunter, G.W.- Goodwin Jr. & Goodwin Mfg Co., sign seal and as their act and deed deliver the within written agreement and that he with J.H. Goodwin witnessed the execution thereof.

Sworn to before me this 30th, day of May, A.D. 1904

C.M. Todd

S.T. Moore,

Not. Pub.

Recorded May 19th, 1908.

