

a certain tract of land on the North East side of Ennore River opposite his Residence containing Three hundred and twenty acres more or less on which is the New Cotton Factory being all the Lands now held by the said Philip C. Lester of the Lands of the late firm of Lester and Kilgore and whereas the said Philip C. Lester in consideration of natural love and affection being desirous to aid the three sons above mentioned named in a pecuniary manner does hereby convey to the said three sons the undivided two thirds in fee simple of the aforesaid tract of Land together with all and singular the right members hereditaments and appurtenances thereunto belonging and the full use of the water power Cotton Factory, wool cards, Cotton gin, and all the houses fixtures &c. with the following conditions viz that each party is to pay the proportionable part he represents of the costs of putting up the present cotton Factory exclusive of the cost of the factory house which building or house the said Philip C. Lester gives with the Lands and the houses as they should after the dissolution of the late firm of Lester and Kilgore be the said Philip C. Lester appraising the Entirety at six thousand Dollars Making his gift in consideration of natural love and affection one third of four thousand Dollars to each son above named and also each party shall pay the proportionable part he represents of the costs of operating and furnishing stack viz P. C. Lester one third and each of his sons above named the one third of two thirds or failing to do so shall be chargeable annually with interest on the deficit which will appear by the Books of the firm and either party furnishing more capital than his proportional share shall be allowed interest annually for such excess which excess will also appear by the Books of the firm. It is further agreed that the aforesaid parties do form themselves into a company or copartnership and they provide themselves with such ~~rules~~ rules and regulations as they from time to time may agree upon and also provide proper persons to superintend the factory and business of the firm and if the parties themselves attend to the same the wages allowed each party shall be reasonable according to the services rendered and the nature and character of said services or such wages as the parties may agree upon from year to year and such agreement shall be entered in a Book of record kept expressly for making all such entries to the end that no misunderstanding may arise and it is further agreed that the parties do select one or more of their members to superintend their business and one of the same to be principal with power to transact all business appertaining or incident to carrying on the cotton factory and such other business as may be connected therewith and

the aforesaid principal shall receive all monies paid in & pay out all monies for the company and shall sign all notes given by the company and such other papers as are necessary in the usual routine of business. it is further agreed that the expenses and cost of operation and interest shall be paid before any dividend shall be divided and an all future outlays in money for machinery each party shall pay according to the share he represents. it is further agreed and understood that no one of the parties to this agreement can sell out his interest to any other person or persons than one or more of the contracting parties unless by unanimous consent of the others until the copartnership shall expire by limitation. It is further agreed and understood that the name and style of said company shall be Lester and sons and the copartnership shall contain unless sooner dissolved by unanimous consent of the parties until 1st October one thousand eight hundred and fifty six (A.D. 1861) and it is understood the period of said copartnership begins with the first business which was done in the name of Lester and sons and shall so be considered in all settlements of the parties and all the aforesaid property is fully and bonafide liable for the contracts of the concern and shall be so appropriated if need be before any of the parties private property of any or either of the parties can be used witness our hands and seals this 25th Decr One thousand eight hundred and fifty six signed in presents of

P. C. Lester *[Signature]*
 W. F. Lester *[Signature]*
 A. H. Lester *[Signature]*
 G. W. Lester *[Signature]*

W. W. Heasting *[Signature]*
 W. H. Austin *[Signature]*

South Carolina Personally appeared before me W. W. Heasting and upon being duly sworn said that he was personally present and saw P. C. Lester W. F. Lester and A. H. Lester and G. W. Lester sign seal and acknowledge the within copartnership agreement and covenant for the use and purposes therein mentioned and that W. H. Austin together with himself subscribing their names as witness to the same sworn to and subscribed before me Sept 1st 1859.

Daniel Fowler *[Signature]*
 M. G. P. *[Signature]*
 W. W. Heasting *[Signature]*

Recorded for 5 Day Decr 1859 Deemed to 96 Lestr

P. C. Lester	Deed	South Carolina
To	To	Greenville District
W. F. Lester & Sons	Mills & Land	present to that Philip C. Lester of the State and District aforesaid

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