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State of South Carolina, (agreement or lease).

County of Greenville

Memorandum of agreement made and entered into this the 31st., day of August 1905, by and between J Thos Arnold, Co., a corporation chartered by and under the laws of the State of South Carolina, party of the first part, and James T. Wpshaw party of the second part, witnesseth: I, that the party of the first part agrees to furnish space in store occupied by it Main Street Greenville, S.C. as already indicated, to the party of the second part and to furnish light, work room and ladies toilet, all of which is to be used by the party of the second part in the conduct and management of his millinary business and to deliver all merchandise sold by the party of the second part to be delivered with in the City limits of Greenville; to furnish one show window for at least one display per week and for two days before all opening occasions by the party of the second part; to devote a portion of its advertising space to occasionally advertising the millinary business of the party of the second part and all for the period of 12 months from this date.

(2) That party of the second part agrees to the above and further agrees that the President of the J. Thos Arnold Co., is to pass on all approvals sales, but the said party of the first part is to be held in no way reasonable for such sales, and, for the space and service above mentioned, the party of the second part is to pay to the party of the first part a sum equal to ten per cent (10%) commision on all gross sales made by the party of the second part after merchandise returns have been credited, and to secure the said sum or any other amount due by party of second part, the party of the second part hereby gives to the party of the first part a lien upon all the stock and fixtures belonging to the party of the second part and used in the said millinary business with the right in the party of the second part to sell and dispose of such stock according to the usual course of trade and this lien is to cover the stock acquired in lieu thereof, the party of the second part agreeing to keep the said stock up to its average value.

The said ten per cent (10%) commision is to be paid on the first day of each month for the sales of the preceeding month. (3) That the party of the second part is to purchase his own goods in his own name and pay for the same, also make his own arrangements about help and pay the same, it being understood and agreed that the party of the first part shall in no wise be responsible for any of the debts contracted by the party of the second part (4) it is further agreed that the party of the first part is to allow the party of the second part to advertise to the retail trade his business in the name of the party of the first part, and if the said business is not carried on in a satisfactory way to the party of the first part, at its option, this agreement to becom null and void, and, if the matter between the parties cannot be satisfactorily adjusted by them then they hereby agree to submit the same to arbitration in the following manner: each party is to select one arbitrator, these two a third, and the decision of a majority of the said arbitrators is to be conclusive and binding upon the parties hereto and to have the same force as the judgement of a Court of competent jurisdiction, the expense of said arbitration to be born equally by the parties hereto.

(5) It is further agreed that all freight and expenses charges, incidentals ect., if paid by the party of the first part, are to be charged to the party of the second part and to be paid and secured in the same manner as the ten per cent (10%) commision herein referred to.

(see next page for remainder of this agreement)