

## Q. Q. Q.

State of South Carolina,  
County of Greenville,

This Contract made and entered into by and between D.W. Alderman & Sons Co., 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 T.E. Nelson of the Town of Fountain-Inn party 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 party of the second part, to employ the party of the second part, as their agent in the Town of Fountain-Inn aforesaid to sell dressed lumber and mouldings 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 the town of Fountain Inn, aforesaid and the party of the first part will ship to the party of the second part from time to time, during the continuance of this Agreement, such dressed lumber, consisting of Mouldings, flooring, ceiling, siding sheathing, castings and jambs, baseboards, and all other kind of dressed lumber as the party may deem necessary for filling demands of the trade aforesaid, provided the party of the second part will sell for cash the said Materials as the agent 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; and the party of the second part to remit to the party of the first part between the first and tenth of each month for all said materials sold the previous month and said materials to be an amount equal to the invoice prices of said materials sold the month previous; and provided further that the party of the second part, his administrators and heirs, shall be accountable to the party of the first part, its successors, assigns agents, or attorneys for all materials shipped as aforesaid, and provided further that the said material shipped or to be shipped shall be held by the party of the second part as agent, and in special Trust of the party of the first part, and, when so sold, the proceeds thereof, in trust for the said party of the first part, by the party of the second part as its agent, under the terms and conditions hereof; and the party of the second part shall have no right to contract debts or other obligations, or to do any thing else as the agent of the party of the first part, except as herein provided; the party of the second part may retain in payment of his service, as aforesaid, all and any amounts received from the said sale of said material, over and above the invoice prices of the materials sold after paying to the party of the first part the invoice prices for all materials sold, as herein mentioned and agreed upon; and also after paying all expense or expenses, of all kind whatsoever incurred in the handling and selling of the materials so shipped by the party of the first part; and it is further agreed by the party of the second part that he will not buy, handle or keep for sale the materials aforesaid or mentioned, and to be supplied and furnished by the party of the first part or that will in any conflict with the sales of the materials to be shipped by the party of the first part as aforesaid. When this agreement is ended for any cause whatever, than the party of the second part binds himself to purchase within ten days all of the materials then in his hands, which were shipped him 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 the same were billed to him, less two per cent for cash and will make immediate settlement in full for the same. He will turn over all amounts in his hands as the agent of the party of the first part which he has received herein, and will further make an immediate settlement in full for all accounts, moneys and claims of whatever nature which he is then due the party of the first part. This agreement may be 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 mouldings which have been shipped to the party of the second part under this agreement, and to hold the same, together with all the materials and fixtures of whatever nature the party of the second part may hold, or have in his retail lumber business, until the settlement provided for in the paragraph immediately preceding this one, is made, but in case both parties agree that said dressed lumber and moulding shall not be bought by the party of the second part then the party of the first 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 10 day of March, nineteen hundred and four, - that is to say until the 10th day of March nineteen hundred and nine unless sooner terminated as herein before set forth.

Given under our hands and seals this 10th, day of March in the year of our Lord nineteen hundred and four.

Witness: as to the party of the first part: D.W. Alderman & Sons Co.,  
C.O. Cooper, By: R.J. Alderman, Treas. (L.S.)

Witness: as to the party of second part.

J.M. Farrow,  
R.H. Vaughan,

T.E. Nelson, (L.S.)

State of South Carolina, County of Greenville. Personally appeared before me J.M. Farrow who, being duly sworn says that he saw the within named T.E. Nelson sign, seal and as his act and deed, deliver the within written ~~deed~~ agreement, and that he with R.H. Vaughan witnessed the execution thereof.

Sworn to before me this 10th, day of March A.D. 1904

J.M. Farrow,

State of South Carolina,

County of Clarendon, personally appeared C.O. Cooper who being duly sworn says that he saw the within named D.W. Alderman & Sons Co. by its Treasurer, R.J. Alderman sign, seal and as its act and deed, deliver the within written agreement and that he with Mattie B.- Beard witnessed the execution thereof.

Sworn to before me this 14th, day of May, 1908.

C.O. Cooper

R.E. Chandler,  
Notary Public for S.C.

Recorded May 19th, 1908

