

we however he may think it necessary for his security to take possession of and Board the said timber where or it may be, and get it to the market, leaving the final settlement of accounts with him or his Representatives, until the timber reaches the market.

It is also agreed and understood that in case of any hidden defect being found in said timber after the delivery of and settlement for the same, the said Denton guarantees to make good any damages caused by said defects to Mr J. Heyser and the said Denton hereby agrees not to contract with any other party for the Sale or delivery of Timber until the fulfillment of this contract and accordingly the receipt of \$ 29.55 bills on the above contract basis supplied shall be furnished.

In Witness whereof, the Parties to this contract, hereunto set their hands and Seals.

In presence of

A. M. Caulkins

M. S. Denton

William J. Heyser

(S)

(S)

State of Texas

(San Antonio County) Before the undersigned Clerk of the Circuit Court in and for said County, personally came

A. M. Caulkins, who being sworn in due form of law deposes and says that he saw Moses S. Denton and Mr J. Heyser sign and Seal the foregoing instrument of writing, for the consideration, uses and purposes therein mentioned and that he signed the same as a Witness.

A. M. Caulkins

In witness whereof I have hereunto set

my hand and Official Seal this

the 26th day of August A.D. 1879.

Recorded August 26th 1879

Frank Smith

Frank Smith
Clerk.

Circuit Court

555
agreement
of Morris
with
Mr J. Heyser

This agreement made and entered into this 30th day of June 1879, by and between B. Morris of San Antonio County, Texas and William J. Heyser of the same.

It is hereby agreed that the said B. Morris do hereby sell and agree to deliver to the said Mr J. Heyser at Ferry Gap, Texas during the ensuing season, the following class of timber to wit: Three hundred to Five hundred Co. Brown Timber or all he may get out at the following rate of price to wit: Fifteen cents per cubic foot for timber averaging One & a half feet and classing of 2" with 75% of life for each half class and with half a cent advance of deduction for each five feet increase or decrease in the average.

In case any timber is delivered during winter B. Morris is not to be included in the rate of price, but Mr J. Heyser is to have