

24.

J. Gumbushumer & Co.
to
H. S. Cleghorn.

This Agreement, made this 29th day of January 1874, between Joseph Gumbushumer, John G. Ellis and Raphael Mayer, partners doing business under the firm name of J. Gumbushumer & Co. of the town of Milton, in the County of Santa Rosa and State of Florida, of the first part, and Henry S. Cleghorn, of the same place of the second part. Witnesseth that the said J. Gumbushumer & Co. in consideration of the covenants on the part of the party of the second part, hereinafter contained do covenant and agree to and with the said Henry S. Cleghorn Three Yoke of Oxen and one log boat and appurtenances, hereunto belonging, at and for the price and sum of three hundred and fifty Dollars or to give him good and sufficient Warranted Title, to the same when fully paid, the said sum of three hundred and fifty Dollars. And the said Henry S. Cleghorn, in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and with said J. Gumbushumer & Co. that he will take the immediate possession and control of the said three Yoke of Oxen, the said Log Boat and the appurtenances hereunto belonging, and hold the same as the property of the said Gumbushumer, until he shall fully pay to them the said three hundred and fifty Dollars and to pay the same as follows to wit: First then to carry out and complete in two weeks from and after the date of these presents, a contract for hauling, fifty five sticks of timber for William W. Harrison, which they agree to do, and for the doing, of which he the said Cleghorn is to be allowed the sum of one hundred and ten Dollars, as or much paid, on the said, three hundred and fifty Dollars, Second, at the end of the said two weeks, then and there after, at the end of each and every month he the said Cleghorn, is to pay to them fifty Dollars until the whole sum of the said, three hundred and fifty Dollars shall be fully paid to the said J. Gumbushumer & Co. that should he (Cleghorn) fail or refuse to do the hauling, or make the payments, in the time and at the times above stipulated that he, (Cleghorn) forfeit all that he shall have done, and all that he shall have paid, and thereupon to deliver up to and into the possession of the said J. Gumbushumer & Co the said Three Yoke of Oxen, the said Log Boat, and the said appurtenances thereunto belonging in good Order & Condition and if in the meantime any or all of said Oxen should die he (Cleghorn) is to make it good or by supplying the place with as good & valuable Ox or Oxen, The for future aforesaid if any should accrue, is to be considered as an accident to the use and benefit of the said three Yoke of Oxen Log Boat & appurtenances, had and received by him (Cleghorn) In witness whereof, we have hereunto set our hands, this day and year above first written

Signed & delivered
in presence of
Raphael Mayer

J. Gumbushumer & Co.
By J. G. Ellis Partner
H. S. Cleghorn.

Witnessed
John M. Smith
Clerk

Monroe Feb 5th 1874.

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