

Mr J. Heyour
Messrs to Gungana Co
Mr J. Heyour
Messrs to
Wallace & Jarvis

Wallace & Jarvis (S.D)

Memorandum Feb. 29th 1876
North Mills
Ch.

Original.

243
Contract of
Wallace & Jarvis
&
Mr J. Heyour

This agreement, made and entered into, this 13th day of January, 1876, by and between Wallace & Jarvis of Santa Rosa County, Florida and Mr J. Heyour of Milton, Fla. Witnesseth, that the said Wallace & Jarvis do hereby sell and agree to deliver to the said Heyour at Ferry, Fla. during the year the following White Pine timber to say ten thousand to twelve thousand cubic feet Merchantable saw timber, at the following scale of prices to wit: 11 1/2 cents per cubic foot for timber, averaging fifty feet and clearing not under B. and with a cost advance or deduction for each five feet, increase or decrease, in the average. In case any timber is delivered, clearing under B. it is not to be included in this scale of prices, but said Heyour has the option of taking it at the market price. Said Heyour hereby agrees to advance to the said Wallace & Jarvis, from time to time such reasonable sums as may be required to manufacture and haul said timber, and raft it to market, for which advances, they are to pay the usual interest and commissions 2 1/2%. Any balance due upon timber delivered after payment of the advances is to be settled in cash and said Wallace & Jarvis hereby gives to said Heyour a lien and Mortgage as security for such advances, upon all timber as fast as gotten out, wherever it may be, and does hereby authorize said Heyour or his agent in case of any accident to the said Wallace & Jarvis, or otherwise, he may deem it necessary for his security, to take possession of and grant the said timber wherever it may be and sell it to market, lessing the legal settlement, of accounts with them or their 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 said settlement for the same, the said Wallace & Jarvis guarantee to make good any damages, caused by said defects, to Heyour and the said Wallace & Jarvis hereby agrees not to contract with any other party for the sale or delivery of timber until the full fulfillment of this contract, with all the exception of one thousand cubic feet contracted to W. S. Whittaker, Panama.

Witnesseth that the said Heyour has read and understands the contents of the above contract and agrees to the same and agrees to pay the advances as required by the said Wallace & Jarvis and to take possession of the timber as fast as it is gotten out and to sell it to market and to pay the usual interest and commissions on the advances as above provided.

Witnessed and signed in presence of Mr J. Heyour
James, at 11:30, signed to the same for one
particular of charge to be inserted as a case