

Rhoades-Carmean Buggy Company) (Filed for Record April 30 A.D. 1902 at 10:30 o'clk  
and ) Contract (A. M.  
Martin Brothers ) ( F. H. Vance,

this Commission Contract and Agreement, made and entered into this Seventh day of January 1902, by and between the Rhoades-Carmean Buggy Co., of Marshalltown, Iowa, party of the first part, and Martin Bros of St Charles Ia. party of the second part, Witnesseth:

That the party of the first part agrees to consign to the party of the second part, to be sold on commission, such goods and vehicles as may hereafter be agreed upon between the parties hereto, on board the cars at Marshalltown, Iowa, which will be billed to the party of the second part, at the prices shown by the duplicate order of date hereof, and such other goods and vehicles as may hereafter be consigned by first party to the second party while this contract is in force, for which duplicate orders are to be given at the time of such subsequent consignment, each party to be possessed of said orders, and which orders shall show the amount the party of the second part shall account for to the said Rhoades-Carmean Buggy Company; said orders to also show the kind of goods consigned.

It is further agreed that at the time of consignment, second party shall give to the first party his four months promissory note without interest as evidence of the invoice price only of the goods so consigned. At the option of the first party, said notes will be renewed for four months and each four months thereafter for goods on hand with 8 per cent interest from date stated in the order of the goods so consigned until all goods so consigned are disposed of as herein provided.

The parties of the second part agree to render on the first day of each month an inventory of goods on hand, and a statement of all goods sold during the preceding month, and to settle for all goods as per above statement, on the 10th of each month in cash, at above prices and the amount paid in to be credited on said note.

The party of the second part shall have exclusive sale of said work in St Charles Ia. and vicinity, so long as this contract is in force. The second party to pay all freight upon said goods and receive said vehicles, uncar the same, and properly store and insure the same at his expense; insurance policy to be delivered to party of the first part and it is further agreed that no goods will be furnished on subsequent orders as long as any balances shall remain unpaid.

The title and ownership of goods shipped remain in said party of the first part, and the cash or notes received by the second party for the sale of said goods, or any part thereof to the amount of the list price of any vehicle, as shown by the contract, shall ever belong to said party of the first part.

Whenever the second party shall refuse or fail to comply with the terms of this contract, the same may be terminated at the election of the first party, when all goods on hand shall be held subject to order of first party free of charges.

All goods damaged by consignee shall be paid for by him.

In witness whereof, the parties to this contract have hereunto set their hands and seal the day and year first above written.

Rhoades-Carmean Buggy Co.,  
by N.A. Carmean Pres.  
Martin Bros. (Seal)

State of Iowa, Marshall County,)SS.

On this 7th day of January 1902, before me appeared N. A. Carmean, to me personally known, who being by me duly sworn, did say that he is the President of Rhoades-Carmean Buggy Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said N. A. Carmean acknowledged said instrument to be the voluntary act and deed of said corporation.

A. C. Price

Notary Public in and for Marshall County, State of Iowa.

NOTARIAL  
SEAL

State of Iowa, Marshall County,)SS.

Be it remembered, that on the 7 day of Jan A.D., 1902, before me, the undersigned, a Notary Public in and for, said County came R. W. Martin of Martin Bros to me personally known to be the identical person whose name is subscribed to the foregoing commission contract, and acknowledged the instrument to be their voluntary act and deed and that he executed the same for the purpose therein mentioned.

Witness my hand Seal the day and year above written.

A. C. Price

Notary Public in and for Marshall County, State of Iowa.

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Carbons Release Leads F.O.B. Des Moines Ia

4