Slimp & Castis contract with Shelby Iron Co

See book for 4 pages 182

State of Alabama) This contract and Indenture made
Shelby County) this 30th day of November A D Eighteen hundred and Seventy Eight, by and between the Shelby Iron Company, party of the first part, and William Slimp and James A Castis, party of the second part, witnesseth: In consideration as herein after stated, the party of the second part has agreed and hereby agrees and contracts to make Char coal for the party of the first part on its lands situated in the vicinity of Columbiana in the coaling ovens of the party of the first part on said lands or which may hereafter placed there by the party of the first part. The party of the second part agrees to deliver said coal as the same shall be made on the cars of the party of the first part, on its switch rail road at the point where former contractors Duran & Nelson were accustomed to deliver the coal made by them: The coal is to be made of wood to be cut and hauled by the party of the second part and delivered on the cars at the rate and price of five (5) cents per bushel of 2688 (twenty six hundred & Eighty Eight) cubic inches, and to be paid for on delivery as required by the party of the second part, the measurement of the coal to be determined by the cubical contents of the cars in which it may from time to time be delivered. The party of the second part agrees to cut and coal all wood and timber suitable for coaling as it lies or stands within the area of their operations, in such manner as to cause as little damage as practicable to the party of the first part, in the use or consumption of wood, and to coal the wood in such manner as to obtain the best results in quantity and quality of the coal from the wood consumed. The party of the second part has cut and corded about 4000 cords of wood now on hand, under a previous agreement, which they agree to convert into coal for the party of the first part as soon as practicable with the appliances at hand or which may be supplied by the party of the first part. The party of the first part has procured for the party of the second part, one bay horse and twelve mules, and are to procure for them four wagons and harness, for the cost of all which the party of the second part is indebted to the amount of 2282$ twenty two hundred & Eighty two dollars. The party of the second

part is also indebted to the party of the first part for supplies, to the amount of 4204 Forty Two hundred & four dollars, It is stipulated and agreed that that as security for the aforesaid indebtedness, and for all debts that may in the course of this contract be contracted by the party of the second, with the party of the first part, the party of the first part shall have a mortgage lien which is hereby created in favor of the party of the first part on the mules, horse, wagons and harness aforesaid, and on all the wood cut and to be cut by the party of the second part for coaling purposes, and on all the coal made and to be made by them from time to time. The party of the first part agrees to pay for the coal as delivered as herein above specified, and to do or have done at its expense, all work required in repairing and keeping up the coal ovens aforesaid or any others that may be constructed for the use of the party of the second part under this contract and indenture which is to stand and continue for the term of twelve months from the date hereof and thereafter until on of the parties shall give the other notice in writing of a desire to terminate it, ninety days prior to the time of the desired termination thereof. In witness whereof the party of the first part has caused its seal to be hereunto affixed, attested by its secretary, and its name subscribed by its President: and the parties of the second part have signed or caused their names respectively to be signed hereto, in execution all the day and year first above written,

Shelby Iron Company
By J. W. Lapsley President
his
Wm × Slump
mark
James A Castis

C. J. Hazard Secy

State of Alabama } I Ellias Finch a Justice of the Peace in and for
Shelby County } the County and State aforesaid, hereby certify that
John W Lapsley President of the Shelby Iron Company and who
is known to me, as such president and personally, and acknowledged that being informed of the contents of the foregoing contract and indenture set forth on the five preceding pages, he as such president with due authority from said Shelby Iron Company, voluntarily caused the seal of said company to be thereto affixed, attested by its Secretary and subscribed

the name of said Company thereto by himself as President, In execution thereof, And William Slimp and James A Castis parties of the second part in said contract and indenture, acknowledged before me, they each being known to me personally, that being informed of the contents thereof, they executed the same voluntarily, all on the day and year in the said contract and indenture first written, Given under my hand as such Justice of the Peace this 1st day of February A.D. 1878

Elias Finch J.P.

The following constitutes an addition to and part of the annexed contract of even date herewith, between the same parties: Tovit: The parties of the second part agree to make and deliver, one rail road car load of coal per day or six car loads per each week, which the parties of the first part agree to receive and account in accordance with the terms of the annexed contract unless such deliveries in any case shall be prevented by accident or other event interfering with hauling or transportation: but so far as not so prevented, the parties are to be prompt in the deliveries and receipts of the quantities of coal specified above, Given under seal of said Shelby Iron company and signed by the other parties this 30th day of November A.D. 1878

Shelby Iron Company
By J W Lapsley Pres

C. J. Hazard
Secy

Wm his x mark Slimp
James A Castis

Filed for Record March 12th 1879 & Recorded April 14th 1879

James T Leeper Judge of Probate