

Limited consignment contract with the Barbour Buggy Company  
Wholesale Manufacturers, South Boston Va. 11/30 1910.  
To J.M. Kidd & Vincent Ala.

Dear Sir: - In consideration of our agreement to furnish you  
goods for — months, we ask you to undertake the contract  
as follows:

1st. Of such goods, handle and sell ours to the exclusion of all  
makers of our grade.

2nd Until goods consigned are sold, pay all taxes, freight,

storage and other expenses on same. Keep same well housed and protected from weather and in good order. Forward or reship goods at our request and in case of loss by fire or other cause to pay us for same at invoice price insuring same for our benefit at your expense and forward us the policies.

3<sup>rd</sup> Permit in cash or check, invoice price for all sales as soon as made and on the first of each month or when requested to do so by us or through our traveling men or collectors, render statement for all goods in hand.

4<sup>th</sup> Reimburse us for any loss or expenses resulting from any deviation from this agreement and for any attorney's fees cost or other expenses incurred in enforcing this contract.

5<sup>th</sup> To the extent of the invoice price money, proceeds or securities taken or received by you on account of our goods shall be our property received and held in trust for us and kept by you as a separate fund for us until goods are settled for as above.

6<sup>th</sup> You will make settlement at invoice price on our terms for all goods unsold after - months from the date of each invoice or at once in case you neglect to comply with your undertakings herein or sell or dispose of the business in which you are now engaged or if we so elect return goods freight prepaid to us.

7<sup>th</sup> We can rescind this contract at any time if you fail to discharge any obligation hereunder or if in our opinion our interests are not properly considered or the exigencies of our business so demand and upon return of goods for any cause termination or revocation of this contract you will return to us at South Boston Va. all of our goods then on hand in as good condition as when received, paying for all damages to same free of all charges. However termination is hereby made other than by reason of your act or breach, then we will pay actual freight which shall be a claim against us subject to offset any claim we may have against you.

8<sup>th</sup> Your right to dispose of our goods extends only to actual sales made for our benefit in the ordinary course of trade. Your notes of at any time taken by us will not be received or considered as payment until such notes are actually paid.

9<sup>th</sup> We shall not be responsible if orders hereunder are not filled promptly but shall use every reasonable effort to fill accepted orders as speedily as possible.

10<sup>th</sup> We deliver all goods f.o.b. South Boston Va. well crated or boxed and will endeavor to ship by the cheapest route but will not be responsible for any overcharges or agree to deliver goods at any specified rate of freight.

11<sup>th</sup> No commission will be allowed to you from sales to parties in your territory by us or any of our branch houses to buyers purchasing goods at any of our repositories for their individual use. Nor for sales made by intruders on said territory unless by special agreement with you at the time of each sale.

12<sup>th</sup> It is further agreed that all time sales shall be closed by

notes retaining title to vehicle and other sufficient mortgage or pledge of property to secure same payable to the Barbour Buggy Co. and endorsed by the consignee all paper taken for time sales to remain the property of the Barbour Buggy Co. until the entire consignment is paid for.

3<sup>rd</sup> Our failure to enforce at any time any provision of this contract or our exercising option hereby conceded to at any time for the time being, waive, performance on your part for any provision hereof shall in no wise impair or effect the validity of this contract or such provisions or our right to enforce same.

If this is satisfactory please sign as indicated below and return to us on receipt of which we will consummate same by our signature as a contract between us sending you a copy which embodies our entire understanding and cannot be modified except by writing duly executed by us.

Yours Truly,

The above is satisfactory to me) Barbour Buggy Co. - P.M. Barbour Pres.  
J.M. Kidd.

The State of Alabama I hereby certify that the within convey  
Shelby County, same was filed in this office for record  
Jan. 10, 1912 at 1 o'clock P.M. and recorded in Deed Record  
48 page 52 and examined.

A.P. Longshore, Judge of Probate