

2/20/1885

This Contract subject to the Personal Approval of THE SPRINGFIELD MANUFACTURING CO.

It is agreed and understood, that in writing and printing, this paper contains the full and entire agreement between the parties hereto, and that no outside verbal understanding with any Traveling agent is of any force or effect whatever, and is not to be held binding.

P. O. York, Fairfield, Maine, Date Feb 20 76 1885

This Agreement, made and entered into by and between THE SPRINGFIELD MANUFACTURING CO., of Springfield, Ohio, of the first part; and P. F. Huntington & Co. No. 1, Richards Fort, Maine, State of Maine, of the second part.

WITNESSETH, That said **SPRINGFIELD MANUFACTURING CO.**, first party, for the consideration hereinafter mentioned, have this day Sold to second party the following property, to-wit, to be delivered on cars at York, Maine Bayonet

18	"Springfield" Rakes, Self-Dump, <u>26</u> teeth, each \$ <u>22.00</u>	total, \$ <u>572.00</u>	Terms of Payment to be as follows: <u>To pay for orders Nov 30th 1885.</u>
	"Springfield" Rakes, Self-Dump, 20 teeth, each \$	total, \$	
	"Springfield" Rakes, Self-Dump, 26 teeth, each \$	total, \$	With interest at the rate of.....188 <u>5</u> .
	"Springfield" Rakes, Hand-Dump, 18 teeth, each \$	total, \$	
	"Springfield" Rakes, Hand-Dump, 20 teeth, each \$	total, \$	1st 188 <u>5</u>
	"Springfield" Rakes, Foot-Dump, 20 teeth, each \$	total, \$	
	"Springfield" Tedder, each \$ <u>25.00</u>	total, \$ <u>25.00</u>	

Said machines to be shipped between January 1st and June 15th, 1885. But failure to ship said machines between said dates, unless same have been otherwise ordered by letter or in person by second party, and reasonable time allowed for such shipment, is not to release second party from ~~the~~ obligations to take them.

Said machines are warranted to be made of good materials, and to do good work when properly set-up and adjusted, and used according to directions. If any parts of said machines prove defective, first party to have the right to replace them, and no machine to be condemned on account of such defect, if defect is promptly made good. Second party agrees to examine machines on arrival and notify **THE SPRINGFIELD MANUFACTURING CO.**, if there should be any shortage or defect of parts, and give reasonable time to replace them; or **THE SPRINGFIELD MANUFACTURING CO.**, are not to be held responsible for any shortage or defects.

Second party agrees to see that all machines sold by ~~them~~ are properly set up and operated as per directions when started to work, and be governed by instructions on back hereof which are made part of this contract.

Second party agrees to receive machines on arrival, pay freight and charges thereon and take proper care thereof; in case of neglect or refusal of second party to do so, first party may take care of and control over said machines to avoid damage, injury or loss, and may hold them, on storage for second party, or dispose of them to best advantage—but without releasing second party from ~~their~~ obligation to pay for same as herein provided, and from paying whatever loss, damages or expenses the first party may sustain or be put to, in looking after, taking care of, or reselling said machines, by reason of the neglect or refusal of the second party to carry out ~~these~~ agreement herein made.

Second party agrees to make all reasonable efforts to sell said machines, by properly exhibiting machines, distributing printed matter, canvassing territory, etc., and also agrees that ~~they~~ will not take the Agency, nor in any way become interested in the sale of other Rakes. Second party to order as many more machines in addition to above as made in the territory will demand, and to pay for them at same prices and terms as above, and to pay for all extras ordered, at retail prices, less twenty-five percent. First party shall not be liable to damages if by reason of accident, fires, strikes, or any other cause they should not be able to fulfill orders of second party.

Second party agrees that the title to, and ownership of all machines which may be shipped as herein provided, shall remain in, and their proceeds, in case of sale, shall be the property of **THE SPRINGFIELD MANUFACTURING CO.**, and subject to their order until full payment shall have been made for same by second party to acceptance of first party, but nothing in this clause to release second party from making payments as aforesaid.

The territory in which said machines are to be sold is as above

Grand John Madawaska - Frenchville Fort Kent Bogers & Hancock Fort Fairfield Eastern Maine

Second party to sell no machines to be used in any other territory than the above named. ~~Second party to sell no machines to be used in any other territory than the above named, but final and entire settlement to be made by Nov 30th 1885.~~

All sales among on hand at above of season to be carried on by first party
then 9th above sales are now in person of second party,

This contract shall be binding, as to prices and territory, only for the season of 1885.

In Testimony Whereof, we have hereunto set our hands.

By W. D. Huntington First Party.
R. J. Huntley Agent
W. C. Richards Second Party.

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INSTRUCTIONS

The Following Instructions Are Made a Part of the Within Contract.

1st.—We furnish a reasonable amount of printed matter free, delivered at Express Office at Springfield, Ohio; you to pay express charges on same.
2d.—We will not pay for newspaper or other advertisements unauthorized by us; nor for printing of any kind except that furnished by us.
3d.—Should any part of machines prove defective from flaws; defective parts may be charged to us at net price charged you for similar parts, provided you forward us invoice of same, but will not allow any charges unless you send us invoice of parts so charged, with explanation at time part is furnished. We do not guarantee such articles as are always liable to break by use or wear, or coming in contact with obstructions, but only propose to replace such articles as prove defective FROM FLAWS or defects in material discovered the first season.

THE SPRINGFIELD MANUFACTURING CO.

Ship Machines by following route unless otherwise directed, or unless some other route is found more desirable.

ARTICLES OF AGREEMENT

BETWEEN

THE SPRINGFIELD MANUFACTURING CO.

—AND—

R. J. [unclear] & Co. [unclear]

of [unclear] P.O.

County of [unclear]

Folio [unclear], 188

All Machines and Attachments delivered on cars at Springfield, Ohio.

Consignees in all cases paying freight and charges.

Ship printed matter by [unclear]

Express.

(1885, FORM No. 1.)

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