

Melvin Sedgwick

10222b

This agreement made this _____ day of December
A. D. 1901, between Timothy D. Rayson and Emma Jane Neil *Neale*
Trustees of the United Society commonly called Shakers, of
New Lebanon, New York, for and in behalf of said Society,
parties of the first part, and Melvin Sedgwick of Lebanon
Springs, New York, party of the second part, witnesseth:-

That the said Sedgwick hereby agrees to cut, saw and
convert into lumber and timber and railroad ties and fire
wood in a prudent, skillful and workmanlike manner, and all
fit for market and sale, all the trees now standing, growing
and being on the wood lot owned by said Society and known and
sometimes called the "Brickyard Lot", viz:

and the same to be done and completed on or before the first
day of April, 1904. All trees which are fit for sawed
lumber and timber *except such as are fit for RR ties* shall be cut and sawed into lumber and
timber; all trees that are fit for railroad ties shall be
cut and sawed and made into railroad ties; and the balance
of all said trees shall be cut and converted into four foot
fire wood.

The party of the second part shall deliver all timber,
lumber and railroad ties at such place and places as the
party of the first part shall designate; and the party of the
second part shall not waste or destroy any of said trees,
lumber, timber, railroad ties or fire wood. All fire wood
shall be cut and piled up and measured upon the lot, both
parties or their representatives being present at such
measuring; and none shall be sold before it is so measured.

The party of the second part is to account to the party
of the first part once at least every three months and oftener
if the party of the first part so requests. When the party
of the second part sells or contracts to sell any of the

timber and lumber and railroad ties and fire wood, he shall first notify the party of the first part and inform them of the terms of such contract and sale in order that they may know and fully understand the same, *and assent thereto.*

2nd X All timber, lumber and fire wood so cut, sawed and manufactured shall be divided between the parties as follows:— the party of the first part shall be entitled to one third of all the same, and the party of the second part shall be entitled to two thirds of all the same. The railroad ties shall be divided one half to each party. All moneys advanced by the party of the first part, if any, to enable him to cut said trees and convert the same into lumber and timber and railroad ties and fire wood, shall be paid by the party of the second part out of the first moneys coming to him. And one third of all the balance coming to the party of the second part from the sale of the lumber and timber and railroad ties and wood, shall be turned over to the party of the first part in payment of the saw-mill and steam-engine and boiler, which the party of the ~~first~~ ^{2nd} part has bargained for and is to use in and about said business until the full purchase price is paid, and the title and ownership of said steam-engine and boiler and saw-mill shall remain in the party of the first part until the full price thereof is paid, and the party of the second part shall keep said boiler and engine and saw-mill in repair, and use the same in a prudent, skillful and workmanlike manner, all at his own expense.

To the faithful performance of all the foregoing, we, the parties hereto, mutually promise and agree to fulfill and perform.

In witness whereof we have hereto set our hands and seals the day and year first above written.

Witness.

I,

of

in consideration of one dollar to me paid by Timothy D.
Rayson and Emma Jane ^{neals} Neil, the trustees within named, the
receipt of which is hereby acknowledged, do hereby undertake
agree and guarantee to them that Melvin Sedgwick, within
named, shall and will well and faithfully, do and perform
all his undertakings and agreements within written; and if
he shall fail in any respects, I will pay all damages and loss
occassioned to them thereby.

Witness my hand and seal this _____ day of December
A. D. 1901.

