

State of South Carolina

This agreement, made this 2nd day of September A. D. 1930, between The R. L. Bryan Company, a corporation existing under the laws of the State of South Carolina, hereinafter called the principal, and Suber Drug Company of Piedmont, South Carolina, hereinafter called the agent,

Witnesseth, The said principal agrees to supply, deliver or ship to said agent at Piedmont, South Carolina, sufficient number of the textbooks adopted by the State Board of Education, as shown by the official list published by said Board, to supply the demand of the schools in the vicinity of Piedmont, in Greenville, County, South Carolina, and to prepay the railroad freight charges on said books; and to entrust said books to the care of said agent to sell and dispose of them, for and on account of said principal. And said principal further agrees to pay to said agent, as compensation for all expenses incurred by him, and services performed by him in the performance of his part of this contract, a commission of ten per cent upon the amount of the proceeds collected from all sales made by him as its agent under this contract.

First: The said agent agrees that he will inform said principal, from time to time, of the number and kind of such books necessary to meet the requirements of said schools in said vicinity, in order that the same may be sent or delivered to him, and a sufficient supply constantly kept on hand; and that he will receive said books, so delivered to him, in trust for said principal, and keep them in a dry, clean and suitable place or storehouse, and not allow them to become injured, shelfworn or damaged and keep them fully insured against loss or damage by fire, at his expense, and deliver to principal the policy of insurance covering same with clause endorsed thereon providing for payment to the principal of any loss thereunder and in any event the agent shall be responsible to the principal for the invoice price of said textbooks; and sell and dispose of them for cash, for and on account of said principal, at retail to persons desiring to purchase same, only at the retail list prices for such books, stated in the contracts between the publishers and said State Board, published by said Board and stamped on the back of each book, when no old book of like grade and kind actually in use in the public schools of said county, and exchangeable therefor under the provisions of said contracts between the publishers and said State Board, is presented and offered in exchange therefor; and to sell and dispose of said books at the exchange prices therefor, stated in said contracts between said publishers and said State Board, and stamped on the back of each book, only when an old book of like grade and kind, actually used in such schools of said State, and exchangeable under said contracts between said publishers and State Board, is presented and given in exchange therefor; and, as such agent, to hold and keep said books until so sold for and on account of said principal, old books so taken in exchange therefor, and the proceeds of such sales so made by such agent (less said commission of ten per cent on the amount collected on such sales, allowed him as compensation as aforesaid) in trust for said principal, separate and apart from his own private or individual property or funds; and to keep and render to said principal just and proper accounts therefor, and of any and all sales effected by him, and of all moneys received by him from such sales in proper books, which shall be deemed the property of the principal, and delivered to it on its demand; and on or before the fifth day of the month next succeeding the date of sale during the school year between September 1st and June 1st, or at any time after such date, on demand of the principal, to pay over to the principal, in Columbia, S. C., all moneys so collected and held by said agent for and on account of said principal up to said time. ~~It is hereby expressly agreed that any sum due, or to become due, to said principal up to said time.~~ It is hereby expressly agreed that any sum due, or to become due, to said principal herein is payable only in lawful money of the United States and at the office of the principal in Columbia, S. C., anything to the contrary herein contained notwithstanding; that a check, draft or money order in payment of the amount due, or to become due hereunder, in payment of advances of any nature hereunder will be accepted by the said principal only for collection.

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