

July 29, 1935

Memorandum of Agreement

This Agreement, made and entered into on the 20th day of July, 1935, by and between Walter Savelle, Jr., herein after referred to as party of the second part, and J. M. Moland, herein after referred to as party of the first part, witnesses:

1. That the said party of the first part agrees to manage, administer and conduct for the party of the second part all of his athletic affairs in any legal and sane way that might be necessary for the promotion or arrangement of any athletic affair in which the party of the second part might take part.

2. That the said party of the second part will go through a physical examination on the 15th of every month at the office of a competent local physician, at the expense of the said party of the first part.

3. That any unfavorable report as to the physical condition of the said party of the second part will automatically void the validity of this contract, unless the examining physician pronounced the trouble as temporary and of not serious consequences so far as athletics is concerned.

4. That the said party of the second part agree to be under the custody of the said party of the first part; to be obedient to the rules and advice of the said party of the first part, whether they be along social, moral, or business lines.

5. That all transactions in connection with the athletic activities of the said party of the second part shall and must be with the knowledge and consent of the said party of the first part, who will accept or reject any proposition submitted and his decision shall and must be final.

6. That this contract empowers and gives exclusive right to the said party of the first part to conduct, accept, or reject any offer made by any promoter or individual, also to deal direct or indirect with promoters, managers, trainers, etc., for a period of six years.

7. That this contract, although made in the State of South Carolina will be valid in any of the forty eight (48) States of the Union, and if any differences occur, the same must be settled by the law of this state where the contract is made and properly recorded.

8. That the said party of the second part agrees hereby to allow the said party of the first part 50% of all his earnings in athletic activities, and the said allowances shall be collectable through process of law if necessary, plus expenses for collection of same.

9. That it is optional with the party of the first part to transfer, sell, or negotiate this contract to any person or persons he may desire, also to enter into partnership with anyone else as co-partner, and this co-partner shall have the same privileges as shown in this contract.

In witness whereof the parties have hereunto set their hands this 20th day of July, 1935.

(Over)

Witnessed in the presence of Joseph P. King, Sec. Club Board 168 (this book) page 347.