

READ THIS CONTRACT.

FORM 182 A.
(2m-4-1-'86.)

Exchange Subscription.

Terms and Conditions. The instruments and lines on the subscriber's premises shall be carefully used, and only as herein stated; all ordinary expense of maintenance and repair to be borne by the Exchange; he is to pay \$10 for each telephone or call box destroyed otherwise than by unavoidable accident, and \$25 per month in case of unauthorized removal or detention, until its destruction or its loss, without his fault, is satisfactorily proved; but the payment shall not confer any title to the instrument or right to use it. In case communication is interrupted from any cause whatever the only liability of the Exchange shall be to abate the rent during such interruption, after twenty-four hours' written notice thereof to the Exchange. For loss or damage that occurs in the course of employment of any messenger, it shall not be liable beyond twenty times the charge made for such messenger service. The Exchange will remove the instruments from place to place during the term, within the territory covered by the Exchange lines, upon request and payment of the expense thereof. Upon non-payment of any sum due, or any use of the instrument on said premises improper or contrary hereto, or any removal therefrom, the Exchange may terminate the subscriber's rights by written notice served on him or any occupant of the premises, and sever his connection and remove the instruments; and for this purpose and for inspection, it and its servants may have access thereto.

The right of the subscriber is to use the instruments and connecting wires where the Exchange may place them, under such rules as the Exchange may from time to time prescribe, for the purpose of personal communication with the Exchange and with parties whom the Exchange may connect with him for that purpose, upon his and their business; they are not to be used by any persons other than subscribers to the Exchange or for any toll or considerations to be paid by any person other than the subscriber, nor for performing any part of the work of collecting, transmitting or delivering any message in respect of which any toll or consideration has been or is to be paid to any party other than the Exchange, nor for transmitting market quotations or news for sale, publication or distribution, nor for calling messengers except from the central office, or performing any other service in competition with service which the Exchange may undertake to perform. Said

instruments are the property of the American Bell Telephone Company, are constructed and used under its patents, and are leased and licensed by it only for the uses above stated in consideration of a royalty and rental which it is to receive therefor, part of the payment named below, and which the Exchange is authorized to collect for a period not exceeding one year in advance; but any use otherwise or without the payment of said rental or royalty is also an injury to and invasion of the said rights of the American Bell Telephone Company, entitling it to an injunction and other legal redress in a suit in its name and behalf, and to the remedies, by taking possession of instruments and lines, and collecting rentals from the subscriber, as provided in the contract between the said Company and said Exchange, and which the subscriber agrees to permit and to pay.

In view of the liability to errors in transmitting oral messages by telephone, and the impossibility of fairly fixing the cause thereof, the subscriber assumes all the risk of errors from misconnections or mistakes upon and by any telephone line, and the officers and servants thereof, in transmitting, receiving, or delivering messages; and in respect of any messages which may be sent or received by or for him over any other telephone or telegraph line, no line shall be responsible for defaults occurring on any other line, nor on its own lines except as specified in its usual contracts, nor for any damages unless the claim therefor be presented in writing within thirty days after sending the message, and he makes the Exchange and every other line over which said message may pass, his agent to receive the same, to forward it towards destination at the rate for unrepeat messages, and for that purpose to bind him by the contracts on the usual blanks and make the message subject to the usual limitations, rules and regulations to which he hereby agrees. He will reimburse the Exchange for all tolls it may pay on such messages.

All the obligations hereof are binding on the subscriber until the instruments shall be redelivered to the Exchange or the American Bell Telephone Company, or, until, being bound and requested and having an opportunity to remove the same, they shall neglect to do so. All words herein referring to the subscriber shall be taken to be of such number and gender as the character of the subscriber may require.

The subscriber requests the EAST TENNESSEE TELEPHONE COMPANY to place in his premises, No. Keenrodsburg Orke Street, in the City of Lebanon one set Telephone Exchange Station instruments as noted on the back hereof, and connect them for his use with the Company's Lebanon Exchange, upon the terms and conditions stated above, which he hereby promises to keep and perform, and agrees to pay therefor to said Company Quarter Dollars Quarter in advance for the term of one year, from date of connection, and thereafter, until this agreement is cancelled by one month's notice in writing being given by either party to the other.

This request becomes a binding contract as soon as accepted by the Company as evidenced by the signature hereto of the Exchange Manager, or by furnishing said instruments. Its terms cannot be varied nor waived by any representation or promises of any canvasser or other person, unless the same be in writing and signed by the Manager. The subscriber acknowledges that he has received a duplicate hereof.

Signed at Lebanon Aug. 26 1887

Accepted by the EAST TENNESSEE TELEPHONE COMPANY

Allan Lake

Hart Gibson

Manager Lebanon Telephone Exchange.

Date of Connection, August 26 1887

No. 406

Name

Col. Hart Gibsons Res

Location,

Harrodsburg Pike

Expires,

August 1888

Rate per

Quarter \$ 12 00

INSTRUMENTS FURNISHED.

- 1 Blake transmitter No. 231777
- 1 Bell magneto-telephone No. 208732
- 1 Cell battery.
- 1 Call box and switch.

This contract made this 31st day of Dec 1900
witnesseth that Hart Gibson Agt & Trustee
of the first part hereby leases to Wily Martin
of the second part a certain tract of land
containing fourteen acres to be planted
in Tobacco at Fifteen dollars per acre
and a certain other tract of land of six
acres being a portion of a field of thirty
acres also to be planted in Tobacco at
Fifteen dollars per acre. The party of the
first part also leases to the party of the
second part the remaining twenty four acres
of the thirty acre field - sixteen of which are
to go in Corn to be equally divided in the
stock said Gibson having all the fodder
and eight acres in Soybean to be divided
equally in the stock. The first party also
rents to the second party the Grove premises
at Twenty five dollars payable Oct 15th 1901
The second party agrees to keep all said
property well including fence rows
and fences in repair. This lease to take
effect Jan 1st 1901 and to continue until
Jan 1st 1902 The said Gibson Reserving

the right to send any portion of the land
rent to the party of the second part -
and is conditioned upon the payment
by said party of the amount of his note
for three hundred dollars payable at
City National Bank from 15th 1901 in
consideration of the loan of the above
mentioned security acres of Tobacco land

Hart G. G. G.
Wylie Martin

Hayter Co April 12th 1901

The Contract for rent of land entered into by Hart
Gibson Agent & Trustee Dec 31st 1900 is amended by
agreement as follows; instead of sixteen acres
of corn to be cultivated on the share Martin
agrees to cultivate eight acres for Gibson de-
clined in the share with the fodder to have
the use of the remaining eight acres for him-
self & he agrees to furnish & deliver to Gibson eight
eight shocks of fodder. Gibson also leases to
Martin about four acres just beyond the locust
grove for fifty dollars payable ~~Oct~~ 15th 1901. Also
Tulsa & one half acres next the Hair Grounds
to go in oats one half for the other Gibson's share
to be put away in the barn in good order or
condition. This lease to expire with removal of
crop.

Hart Gibson
Mytie Martin

Memorandum of Agreement between Hart Gibson
Duncan Gibson & H. G. Foster Reciprocaly
Hart Gibson delivers to Duncan Gibson the colt
"The Kaiser" 3 years old and the colt Tompkins
one year old to be trained & run by him during
the year 1892 for the consideration of one
third their gross winnings. H. G. Foster is to
have one third the gross winnings of said
colts & Hart Gibson one third. all expenses of training
exercising, transportation &c whatever are to be paid
equally by Duncan Gibson & H. G. Foster & H. G. Foster agrees
to advance for said purposes one hundred dollars
for each month from Dec 1st 1891 to July 1st 1892 and
one half of said expenses is to be refunded to him
by Duncan Gibson out of the winnings of said colts
after July 1st 1892. In estimating the share of Hart Gibson
certain money is to be deducted - Duncan Gibson & H. G.
Foster agrees to keep a regular account with full
settlement ^{weekly} & to remit to Hart Gibson his share
of the winnings within one week from date of said
winnings.

This Contract made This 10th of
March 1901 witnesseth;

That Hail Gibson Ayt & Trustee
leases to Burke two certain
tracts of land containing together
seven or a half acres more or less, to
be cultivated in Tobacco or Hemp
as the said Burke may desire and
the said Gibson reserves the right to
cut said land and remove provisions
thereof when said crop or crops are
harvested, the said Burke having the right
to remove the crops over or through Gibson
land to such point or points as he may
desire to deliver them after the Tobacco
is cut or the Hemp broken. And
the said Gibson guarantees said
Burke against any damages
that may be caused by the trespassing

of said Gibson's stock by reason
of inadequate fencing on said
Gibson's land.

The consideration of said lease

The note of said Bank properly
secured for one hundred and seventy
five dollars, negotiable & payable
at Tex City Nat Bank with six per
cent interest from maturity until
paid and due on or before July 1st
1901.

Hart Gibson
Ag't & Trustee

Memorandum of Contract of Lease
made this Fourteenth of Dec 1901
between Hail Gilson Agr & Trustee and
Wily Martin both of Hayette Co Ky.

The said Gilson leases to said Martin
a tract of land containing Fourteen
Acres back of side road, Twelve acres of
the Thirty acre field and the Grove house
& premises for the sum of Three Hundred
and sixty four dollars payable in Thirty
days from date as evidenced by note. And
in consideration of the use of the remainder of
the Thirty acre field viz about ^{2 1/2} Acres the
Martin agrees to cultivate the Twelve & a half acre
field in such crops as a Gilson may desire; if in
corn to be cut & shocked, oats to hay to be delivered
in barn & Sorghum in shock and he also agrees
to cultivate in the same way & on the same terms
the lot back of Grove premises, about 2 acres
This lease is to begin January 1st
1902 and continue until Jan 1st

1903. The said filon reserves access in
case of failure of Wood's ponton to water
in general without damage to
Martin.

Had filon
at & trustee
Wylie Martin

Martin
Contract

1902

Memorandum of Contract made this day between Harkison
Aunt & Louisa & Wiley Martin both of Fayette Co Ky to wit;

Harkison agrees to Wiley Martin certain tracts of land as follows

- 1st Two lots in back Woodland containing seven & fifty five
hundredths acres to be planted in Tobacco. at \$25 per acre
- 2^d 14 acres this year in corn adjoining to be planted
in Tobacco. at \$25 per acre
- 3^d 6 acres fronting on Turnpike known as Large lot at \$20
per acre.
4. Home and grove lot for \$25.
5. About 17 acres - This year in corn & Sorghum to be put
in oats on the shores one half for the other Wilson's
half to be put in corn
6. About 30 acres to be put in Corn & Sorghum on the
shores as above to be divided in the shock; ^{Wilson} 11
to have all the corn for food
Corn to be cut not later than Sep 10th and Sorghum
cut 20th Wilson to remove provisions after crops are re-
moved and Martin to keep all roads cut along fence
rows & fences in Repair

Hart Gilson is hereby authorized
to sell so much of my crop of To-
bacco stored in warehouse of Mrs J
Wid Sage as may be necessary to pay
rent Eighty Dollars for said ware-
house, the cost of shipping the to-
bacco & the note - mortgage - due
Dec 19th 1903 in favor of the National Bank

Wylie Martin
The cost of shipping said Tobacco
is to be paid to Mr Michael Profly
at the rate of .75 per 100 lbs

Hart Gilson