

Bennham, Ky., Oct. 3, 1911.

CONTRACT.

*J. F. Jones*

This agreement entered into by and between J. F. Jones, party of first part, and Wisconsin Steel Company, party of second part.

Witnesseth:-That the party of first part agrees to cut and log the timber along Fugate Creek and its tributaries on Big Black Mountain on the property of party of second part, from the mouth of Fugate Creek to the top of the mountain on either side the Creek and to the top above the head waters of said creek, to cut timber of all kinds 20" in diameter and above and deliver same to the saw mill of second party to be located near the mouth of said creek. He further agrees to provide the necessary tools, teams, etc., and to build tram roads, log roads, etc., at his own expense.

The party of second part agrees to allow first party to use timber for ties, rails, bridge, etc., free of cost to him and to cut tram road rails on its mill free of cost to first party, provided first party delivers the logs to the mill at his own expense. First party may also have lumber to build sheds and barn necessary to this work upon same conditions as tram rails. The party of second part further agrees to pay first party ten dollars per thousand feet log measure for all logs delivered at the mill except such logs as are delivered for use of first party as above mentioned. Second party will measure the logs delivered at mill and pay for same monthly, less 10%, it being agreed that second party shall hold 10% of money due first party to insure completion of the work in a satisfactory and workmanlike manner. It being understood and agreed that first party shall protect the young timber as much as possible in the prosecution of his work.

It is also agreed that this agreement may be cancelled by second party, if work is not prosecuted with due diligence by first party or if same is not