


This Contract of Agreement between Prof-
 tor Gardner Esq of the County of Guilford and
 State of North Carolina ~~with~~ and A. W.
 Morgan Esq of the County and State aforesaid.
 witnesseth: That that the said party
 of the first part hereby covenants and agrees
 with the said party of the second part, to au-
 thorize and to empower the said party of the
 second part, and hereby does authorize and em-
 power the same, for him and in his name to
 prosecute collect and receive for, the ^{following} ~~same~~
 and in all respects to conduct the said prosecution
 according to his own judgment and opinion, and
 to approve the acts of the said party of the second
 in the premises aforesaid, the same as if he were
 present and did the same himself; - to wit, to prosecute
 and collect the following claim; namely: A claim
 against the Government of the United State for
 property which was burned by the order of Col.
 Mint 10th Mich. Cav. U.S.A. at Thomaston
 Georgia, on or about the 18th day of April
 1863, during the pendency of an armistice
 entered into and agreed upon by Maj Gen Wm
 Sherman ^{vs} and Joseph Johnson commanding the
 Confederate forces; Said property consisting of
 six hundred bales of Cotton, one Cotton Factory and
 one flouring Mill together with the contents of the
 same, consisting of Grain, flour, machinery &c, all
 the property of the said Wrafton Gardner Esq; and
 the said party of the first part promises and

agree to pay to the said party of the second part, ten percent of the amount recovered of said claim, on behalf said party of the first part, for the faithful performance of the terms of this contract.

And the said party of the second part hereby covenants and agrees in consideration of the amount above specified, honestly, fully and promptly to prosecute the said claim to the extent of his power, and faithfully and accurately to account for the amount collected thereon, to the said party of the first part, less the amount above stated as his lawful fee and reward; and in case the said party of the second part shall not succeed in securing the payment of said claim, ^{in whole} ~~in part~~ he shall be entitled to no fee or reward from the said party of the first part whatsoever.

In testimony whereof we have hereunto set our hands and seals this 24th day of November A.D. 1866.

Gayton Gardner
Albin W. Dwyer



Jeffer Wheeler
David Hodgins