

# LUBBER

## 798

An Agreement, of two parts, made the seventh day of July, in the year of our Lord One thousand eight hundred and sixty, by and between Lemuel Miles Standish and Charles Woodbury, masons, and Jonas Fitch, carpenter, all of Boston, in the County of Suffolk and Commonwealth of Massachusetts, jointly and severally, parties of the first part, and George Tyler Bigelow, of Quincy, in the County of Norfolk, and Commonwealth aforesaid, party of the second part. The said parties of the first part, in consideration of the sum of money to be paid by the said party of the second part, in the manner hereinafter mentioned, and the covenants and agreements hereinafter recited, to be kept and performed by the said party of the second part, do for themselves and their executors and administrators, covenant, promise, and agree, to and with the said party of the second part, his executors, administrators, and assigns, that they the said parties of the first part, shall and will, in a good and workmanlike manner, and according to the best of their art and ability, do and perform the following work, and provide all the requisite materials for the same, that is to say: to prepare for, make, work out, put together, build, set up, and otherwise completely perform and finish, all the excavations, siding

Agreement  
Standish & Co.



then it shall be lawful for the said Superintendent, hereby appointed as aforesaid, agent of the said party of the second part, to forthwith proceed to cause to be executed said works improperly performed, and to supply new materials for those which shall be of improper quality, or which shall not be furnished within the time agreed upon, and to employ such men or additional men as he may deem expedient, by "day's works," or otherwise, to properly forward & complete the work, or to expel the said parties of the first part, forcibly if necessary, and to proceed to complete the said work, at the expense of the said parties of the first part, and without prejudice to the rights of the said party of the second part, to recover damages of the said parties of the first part, for breach of this agreement, after having given notice thereof in writing, three days, at least, before employing such additional men, or procuring such additional or proper materials or expelling the said parties of the first part: and the entire expenses so incurred in supplying materials and executing the whole of the said works, shall be allowed and paid by said parties of the first part to said party of the second part: of which expenses the certificate in writing of the said Superintendent shall be conclusive to and upon the evidence to the parties to this agreement. It is also further understood and agreed by and between the several parties to this agreement, that each and every person employed, by sub-contract or by "piece work," by the said parties of the first part, in the providing materials or performing labor or works in the fulfillment or execution of this agreement, shall be, in the opinion of the said Superintendent, a suitable, competent, and satisfactory person. It is also further understood & agreed by and between the several parties to this agreement, that the said parties of the first part, shall and will engage and provide, at their own cost and expense, during the progress of the works under, and until the completion and fulfillment of this agreement, a thoroughly competent Foreman of the works, whose duty it shall be to attend to the correct and exact making, preparing, laying out, and locating of all patterns, moulds, models, and measurements, in, to, for, and upon the works hereby agreed upon, from and in conformity, with the said plans and specifications, and according to the directions of the said Architects. It is also further understood and agreed by and between the

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several parties to this agreement, that the said parties of the first part, shall be to the said party of the second part, and to all other persons, solely responsible for any injury or damage sustained by any and all other person or persons, during or subsequent to the progress and completion of the works hereby agreed upon, from or by any act or default of the said parties of the first part: and that the said parties of the first part shall give all usual, requisite, and suitable notices to all parties whose estates or premises being adjoining those upon which the works hereby agreed upon are to be done, may or shall be any way interested in, or affected by, the performance of the said works, whether by reason of their abutting walls or otherwise. And it is also further understood and agreed by and between the several parties to this agreement, that the said parties of the first part shall, from time to time, during the progress of the said works, apply to the said Architects for all needful explanations of the true intent & meaning of the said plans & specifications; and that "working plans" shall, at the expense of the said party of the second part, be from time to time, and whenever requisite, furnished by the said Architects to the said parties of the first part, upon reasonable notice being given to the said Architects that the same are requisite and needful: and further, that the said parties of the first part will not and shall not, in the execution, performance, and fulfillment of this agreement, in any way, deviate from the entire and exact compliance with, adherence to, and fulfillment of the said plans, "working plans", and specifications, by reason of any practical difficulty, which in his opinion may or shall arise or occur; unless some such deviation shall, in the opinion and by the certificate of the said Architects become absolutely necessary and unavoidable. And whereas it is the intention of the parties hereto that the said parties of the first part shall bear and pay all the expenses necessary, for and incident to the carrying into full and entire execution and completion all the works contemplated in this agreement, it is further understood and agreed by and between the several parties to this agreement, that in case any lien or liens for labor or materials shall exist upon the property or estate of the said party of the second part, at the time or times when by the foregoing terms or provisions of this agreement a payment is to be made by the said party of the second part to the said parties of the first part, such payments on such part thereof



jambs, caps and sill of each opening. The cellar portion of the basement story is to be fitted with three coal bins of wood: ash bin with brick walls and stone top, and offal box in yard, neat and strong against fence, to open with two lids, outside and inside. All the windows are to have sashes hung with weights and lines, and not French casement. The sashes for windows are to be of best white pine, hand made, and the heads of the frames to be of cherry wood. The principal stairs are to finish in white wood for rails and balusters and posts, from top to bottom. The rooms in the second chamber story are to be finished with moulded base, as well as plinths. There are to be three wash tubs in the Laundry or wash room. Such cases as the owner of the house elects to supply, are to be built into recesses in the walls, of the apartments for a complete and permanent finish. Every window in the front and rear walls of the four stories, is to have inside paneled shutters, with finish of voxings, paneled backs and architraves complete. A heater to be put in the drying room, as shown on plans, under the direction of Mr. Herman. The foregoing written Addenda to the printed specifications hereto attached, are understood to form part of an Agreement entered into between the undersigned on the seventh day of July, A. D. 1860. Samuel Miles Standish, Charles Woodbury, Jonas Fitch, Geo Tyler Bigelows witness Ezra Lincoln. May 9. 1861. at Nine o'clock and fifteen minutes A. M. Received, Entered and Examined.

Attest James Rice Leg

Ev. of Poss:  
Locke's est  
to  
Davis,

The Following is endorsed upon an Original Mortgage Deed from Samuel Adams Locke Junr to Oliver J. Davis. Dated April 25. 1859. Recorded Lib: 755. Fol: 148. We, the undersigned, James M. Upton and Theophilus Burr of Boston in the County of Suffolk, severally and respectively certify that Oliver J. Davis, the within named mortgagor, did on the eleventh day of April in the year of our Lord One thousand eight hundred and sixty one in our presence (neither being opposed by the mortgagor nor any other person) openly and peaceably enter upon the within described mortgaged premises and take possession of the same for breach of condition of the mortgage, and for the purpose of foreclosing the right of redemption. James M. Upton, Theophilus Burr. Commonwealth of Massachusetts. Suffolk

Suffolk ss. On this Eleventh day of April A. D. 1861, personally appeared before me the above named James M. Upton and Theophilus Burr and made oath that the above certificate to which their names are subscribed is true. A. C. Belark, Justice of the Peace. May 11. 1861 at Three o'clock and thirty seven minutes P. M. Received, Entered and Examined and Reference made as required by Law.

Attest James Rice Leg

Davis's Affidavit

Commonwealth of Massachusetts. Suffolk County ss. Oliver J. Davis of Harvard in the County of Worcester and Commonwealth aforesaid being duly sworn says that he is the person named as mortgagor in the notice hereto annexed and in the mortgage therein referred to, that default having been made in the payment of the money and interest in keeping the premises insured and in the payment of the taxes as in said mortgage provided and there having been a breach in the conditions of said mortgage Deed in those particulars pursuant to the authority and power of sale contained therein, said deponent entered into and upon said premises in said mortgage deed and the annexed notice described for the purpose of said sale & foreclosing said mortgage and after having given notice of the time and place of the sale thereof by publishing the same in each of three successive weeks in the Boston Daily Journal a newspaper printed in the County of Suffolk aforesaid, a copy whereof is hereto annexed, sold upon said premises at public auction on Saturday the fourth day of May A. D. 1861. at 12 and one-half o'clock P. M. the premises in said mortgage deed and notice described and all equity of redemption therein of said Samuel A. Locke and said Maria B. Locke to Artemas Stone he being the highest bidder, according to said notice and pursuant to his power and authority in said mortgage deed given him. That J. W. Porter of said Boston acted as the deponent's auctioneer at said sale. That the sum of twenty eight hundred dollars was the highest bid therefor and said bid was made by said Stone of Boston aforesaid to whom said premises were sold, which sum the deponent has applied in payment of the costs and charges and expenses of advertising selling and conveying said premises to the amount of thirty nine  $\frac{1}{100}$  dollars and the residue, to wit twenty seven hundred & sixty  $\frac{9}{100}$  dollars in part satisfaction of his demand secured by said