Agreement.

Dorr et al. Trustees. with Standish et als.

In this record word "said" interlined in the 41st line of this page before my attestations.
James Rice Reg

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 F. F. Dorr and C. H. Dorr trustees for Mrs Martha Ann Edwards, parties of the second part, The said parties of the first part, in consideration of the sum of money to be paid by the said parties of the second part, in the manner hereinafter mentioned, and the covenants and agreements hereinafter recited, to be kept and performed by the said parties of the second part, do for themselves, and their executors and administrators, covenant, promise, and agree, to and with the said parties of the second part, their 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, piling, draining, filling and grading, granite and freestone, masonry, iron work, carpentry, plumbing, gaspiping and all other works specified in the printed specifications and written addenda, hereto annexed, for the erection of a dwelling house on the lot of land lying between the lots of L. M. Standish and E. Lincoln on Commonwealth Avenue, on the "Back Bay Lands," in the City of Boston. the whole of said work is to be performed, and all the said materials furnished, in conformity with the plans and specifications of the same, as made by Gridley J. F. Bryant and Arthur Gilman, the architects hereby appointed by said parties of the second part, and under the superintendence and direction of said Bryant hereby appointed superintendent and agent of the said parties of the second part, which plans and specifications having been signed by both the parties hereto, and bearing even date herewith, are to be considered as forming a part of this agreement. The said parties of the first part further agree that the work aforesaid shall be commenced

Boston, April 10, 1862 — The conditions of the Contract having been fully performed and complied with, we do therefore hereby cancel and discharge the same.
Witness
Caroline Capen
Lemuel Miles Standish
Charles Woodbury
Jonas Fitch

commenced and be constantly prosecuted, and the materials aforesaid furnished, so as not to delay in any manner and that all said materials shall be furnished and delivered, and all said work shall be completed on or before the first day of August in the year one thousand eight hundred and sixty one, and furthermore that no charge of any kind, shall be made by the said parties of the first part to the said parties of the second part beyond the sum of Thirteen thousand four hundred ($13.400) dollars unless the said parties of the second part, or the said Superintendent, shall alter the aforesaid plans and specifications, by changes of, or omissions in, or additions to the same, in which case the value of such changes, additions, or omissions, shall be added to the amount to be paid under this contract, or deducted therefrom, as the case may require, it being expressly understood, and forming a part of this agreement that no extra work of any kind, shall be performed, or extra material furnished by the said parties of the first part, unless first authorized by the said parties of the second part, or the said Superintendent in writing, and that the said parties of the second part, or the said Superintendent may from time to time make any alterations, additions, or omissions, which they or either of them may deem expedient, of, to and in the said plans and specifications, upon the terms aforesaid. The said parties of the first part, for themselves and their legal representatives, further promise and agree that insurance shall be effected upon the building as soon as the roof is put on and complete, the amount of said insurance to be for such sum as the parties of the second part, or the Superintendent, shall require and direct to be further increased, from time to time, at the direction of the said superintendent, the policy to be in the name and for the benefit of the said parties of the second part, or their legal representatives, and to be made payable, in case of loss, to said parties of the second part, or their legal representatives, for whom it may concern, each party to this agreement hereby agreeing to pay one half the cost of such insurance. The said parties of the second part, for themselves and their executors and their administrators, in consideration of the materials being provided and the work performed as above agreed, covenant, promise, and agree to and with the

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James Rice Reg

In this record word "Such" interlined in the 27th "be" in the 37th lines of this page written upon erasure before my attestation.
James Rice Reg

the said parties of the first part, their executors, administrators and assigns, that they will well and truly pay or cause to be paid unto the said parties of the first part, or their legal representative, the sum of Thirteen thousand four hundred ($13,400) dollars, in the manner following, from time to time as the works progress, at the discretion of the Superintendent, and such balance as may be found due said parties of the first part, on the entire completion and acceptance of the whole of said works by the Superintendent aforesaid, will be paid within ten days thereafter. It is well understood and expressly agreed by and between the several parties to this agreement, that for each and every day's delay in the performance and completion of this agreement, or of any extra work under it, after the said first day of August, one thousand eight hundred and sixty one, there shall be allowed and paid by said parties of the first part, to said parties of the second part, or their representatives, damages for such delay, if the same shall arise from any act or default on the part of the said parties of the first part. It is also further understood and agreed by and between the several parties to this agreement, that, if in the opinion of the said Superintendent, the work aforesaid or any portion thereof, shall at any time not be in such a state of progress or the materials aforesaid, or any portion thereof shall at any time not be furnished at such a rate, or the materials aforesaid, or any portion thereof, shall, if and when furnished, not be of such proper quality as will insure the completion of the several parts thereof, and of the whole of the same, in the manner, and with such materials, in such quantities, and at such dates as are expressed in this agreement and the aforementioned plans and specifications, then it shall be lawful for the said Superintendent, hereby appointed as aforesaid, agent of the said parties 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 "days' work," or otherwise, to properly forward and 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

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James Rice Reg

at the expense of the said parties of the first part, and without prejudice to the rights of the said parties 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 parties 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 of performing labor or works in the fulfilment 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 and 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 fulfilment 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 direction of said architect. It is also ~~agreed~~ further understood and agreed by and between the several parties to this agreement, that the said parties of the first part, shall be to the said parties 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

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James Rice Reg

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 architect for all needful explanations of the true intent and meaning of the said plans and specifications and that "working-plans" shall, at the expense of the said parties of the second part, be from time to time, and whenever requisite, furnished by the said Architect to the said parties of the first part, upon reasonable notice being given to the said Architect 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 fulfilment of this agreement, in any way deviate from the entire and exact compliance with, adherence to, and fulfilment 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 Architect, 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 parties 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 parties of the second part to the said parties of the first part, such payment, or such part thereof as shall be equal to not less than double the amount for which such lien or liens shall or can exist, may and shall not be payable at the said time or times, notwithstanding any thing to the contrary in this agreement contained, and that the said parties of the second part may and shall be well assured that no such liens do or can attach or exist before he shall be liable to make either of the said payments. And further know all men, that the parties hereto, of the first part and of the second part, severally, respectively and mutually, hereby agree to submit, and hereby do submit each, all, and every demand between them hereafter

arising

arising, if any, concerning the value of any changes of, or omissions in, or additions to, the aforementioned plans and specifications, or concerning the manner of performing or completing the work, or the time or amount of any payment to be made under this agreement, or the quantity or quality of the labor or materials or both, to be done, furnished or provided, under this agreement or any other cause or matter touching the work, the materials or the damages contemplated, set forth, or referred to in or by this agreement, or concerning the construction of this agreement, to the determination of Franklin Haven, Thomas C. Smith, (now President of the Merchants Insurance Company,) and Pelham Bonney, all of Boston, the award of whom, or the award of a majority of whom being made and reported within one year, from the time hereinbefore fixed upon for the final completion of this agreement to the Superior Court for the County of Suffolk, the judgment thereon shall be final, and if either of the parties shall neglect to appear before the Arbitrators, after due notice given them of the time and place appointed for hearing the parties, the Arbitrators may proceed in their absence. In witness whereof, the parties aforesaid have interchangeably set their hands and seals, the day and year first above written, to this and one other instrument of like tenor and date. F. F. & C. H. Dorr, Trustees, Lemuel Miles Standish, Jonas Fitch, and ~~each~~ four a Seals. Executed and delivered in presence of G. J. F. Bryant.

In this record word "each" cancelled in the 25th "four" interlined in same line before my attestation.
James Rice Reg

Addenda.

Put on grounds to four floors, between the under and upper floor boards 3/4 of an inch thick, and plaster between the same with a good solid coat of cement and mortar, mixed in equal proportions of lime and cement, the party walls are to be 12 in. thick up to the level of the first chamber floor, thence 8 in. to top. the dimensions of the house on the ground, are to be widened one foot, so as to measure nineteen feet from centre to centre of party walls, instead of 18 ft. as hereinbefore described. the bay window shewn on the plans, elevation &c. is to be put up according to the plans of freestone, complete, and finished and glazed with French plate glass, as shewn. Seal up the walls of Kitchen with best hard pine, 1 inch stock, 2 ft. 8" high. In addition to the wash bowls mentioned in the printed specifications hereto annexed, there is to be a

wash-bowl

In this record words "hereinbefore set forth as the" cancelled in the 10th line of this page before my attestation. Attest James Rice Reg

wash-bowl in back chamber, on first chamber floor, and a bath room, bath tub and water closet on second chamber floor, the whole of which, together with their appurtenances to be fully equal to those indicated in the printed Specifications aforesaid, the front yard fence stones are to be supported on granite foundations & piles, corresponding in heights and levels to the walls and piles of the walls of the house, in consideration of which the said parties of the second part are to pay to the said parties of the first part the sum of Four hundred dollars ~~hereinbefore set forth as the~~ in addition to the sum of Thirteen thousand four hundred dollars hereinbefore set forth as the contract price to be paid for erecting said house, the outside courses of the rear wall of the house, above the yard level are to be of pressed brick laid with neat bond up to the copper gutter thereof, including pressed brick cornice beneath said gutter, in consideration of which the said parties of the second part agree to pay to said parties of the first part the sum of One hundred dollars in addition to the two sums of Thirteen thousand four hundred dollars, and the sum of Four hundred dollars hereinbefore stipulated. Standish & Woodbury, Jonas Fitch, T. T. and C. H. Dorr, Trustees. Witness G. J. F. Bryant. — May 9th 1861. At nine O'clock and fifteen minutes A.M. Received Entered and Examined. 5

Attest, James Rice Reg

Richardson
to
Dunham

Know all Men by these Presents.

That I Thomas Richardson formerly of the City of Boston State of Massachusetts, but lately of Providence, State of Rhode Island, In Consideration of Two hundred dollars paid by Josiah Dunham of the City of Boston Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged do hereby remise release and forever Quit-Claim, unto the said Josiah Dunham a certain strip or piece of land lying and being in a part of Athens Street so called in that part of Boston called South Boston and described as follows. Northeasterly by the centre line of Athens Street there measuring seventy three feet, and 29/100. Northwesterly by land lying within said Athens Street formerly belonging to W. Tudor five feet, Southwesterly by a line parallel to the centre line of Athens Street seventy three feet and 29/100 and Southeasterly by land lying within said Athens Street formerly belonging to A. Gould five feet, it being a part of the land conveyed to me by deed from Edwards and others, recorded in Suffolk deeds Lib. 391 fol. 47. the said strip of land is conveyed to be used as a part of said Athens Street. To Have and to Hold the above released premises, with all the privileges and appurtenances to the same belonging to the said Josiah Dunham his heirs and assigns, to their use and behoof forever. And I the said Thomas, for myself and my heirs, executors, and administrators, do covenant with the said Josiah, his heirs and assigns, that the premises are free from all incumbrances made or suffered by me, except for the use as aforesaid, and that I will and my heirs executors, and administrators shall Warrant and Defend the same to the said Josiah his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me, but against none other. In witness whereof, I the said Thomas Richardson and Olivia A. wife of said Thomas in token of her relinquishment of all right of dower in the granted premises have hereunto set our hands and seals this sixteenth day of April in the year of our Lord one thousand eight hundred and sixty. Thos Richardson, O. A. Richardson and each a seal. Signed, sealed and delivered in presence of T. F. Richardson, Suffolk S.S. Decr 4th 1860. Then personally appeared the above-named Th Richardson and acknowledged the above instrument to be his free act and deed before me, T. F. Richardson Justice of the peace. — May 10. 1861. At Three O'clock and twenty eight minutes P.M. Received Entered and Examined. 5

Attest James Rice Reg

Dunham
to
The City of Boston.

Know all Men by these Presents.

That I Josiah Dunham of Boston, in the County of Suffolk and Commonwealth of Massachusetts Esquire, In Consideration of One hundred and twenty five dollars, to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, and its assigns forever, so much of the land taken to widen Athens Street by a resolve hereinafter referred to as belongs to the said Dunham, being a strip five feet in width bounded as follows, to wit, Northeastwardly