

Agreement for Building

City of Hoboken
with
Chas. J. Henshaw
Carpenters
(with Engineer
Henshaw
S.W. Co. H.H. Co.)

This agreement made this day of Dec^r 18th in the
year of our Lord one thousand eight hundred and fifty five
between The Mayor & Council of the City of New Haven
in the County of New Haven and State of New Jersey Party of the first
part Oliver and Chas^r J. Knighton of the sd City of New
Haven Carpenter party of the 2^d part Contractor, witnesses;
That the sd party of the 2^d part doth hereby for
himself, his heirs, executors & administrators Covenant
promise & agree with & to the sd party of the 1st part &
their successors in office that he the sd party of the
2^d part, his Heirs or administrators shall & will for the
Consideration hereinafter mentioned ~~do~~ ^{is} before the
day of ~~July~~ ^{August} next hereafter well & sufficiently erect &
furnish the Carpenter work ^{and materials} of a new English Store Building
to be situated on the S.W. Cor. of N^o 6th St in N^o 1st of a
according to the drawing & specifications for Carpenter work
& materials for said Building made by W^m Deacon Esq, Sur-
veyor of sd City signed by the parties hereto & hereunto annex-
ed, within the time specified, in a good, workmanlike &
substantial manner, to the satisfaction & under the direction
of the Committee of the Council of sd City or Pub. Works & Rep.
to be testified by a writing or Certificate under the hands of the
said Committee or a majority thereof; & also shall & will
find & provide such good, proper & sufficient materials
of all kinds whatsoever as shall be proper & sufficient for
Completing & finishing all the Carpenter work & the works
of said Building mentioned in the sd Specifications for the
sum of \$925.

and the sd Party of the 1st part as for themselves
& their successors in office Covenant, promise & agree with & to
the sd party of the 2^d part, his heirs & adm^s that they the
sd party of the 1st part & their successors in office shall &
will in Consideration of the Covenants & agreements being strictly
performed & kept by the sd party of the 2^d part as specified
will & truly keep or cause to be kept unto the said party

of the 2^d part, his Ex^{ty} adds or assigns the sum of
\$925. lawful money of the U.S. of A. in manner
following;
\$500 when

last when completed in Contract

Provided that in each of the said Cases a certificate be drawn
signed by the said Committee or a majority of them as of a
And it is hereby further agreed by & between the said
parties hereto

1. The said specifications & drawings are intended
to cooperate so that any work exhibited in the drawings
& not ^{intentionally} ~~extra~~ in the specifications or vice versa are
to be executed the same as if it were mentioned in
the specifications & set forth in the drawings, to the
true meaning & intention of the said drawings & spe-
cifications without any extra charge whatsoever.

2. The Contractor, at his own proper cost &
charge, is to provide all manner of materials &
labor, scaffolding, implements, moulds, models
& cartage of every description for the due perform-
ance of the several erections.

3. The said Committee may appoint a Super-
visor or Inspector of the said works & materials, ^{with him to inspect any and all of the work and materials not in conformity with the said specifications}

4. Should the ^{said} Committee at any time during the
progress of the said build^{ing} request by a writing under
their hands any alteration, additions or omissions
from the said Contract, they shall be at liberty to do
so and the same shall ^{be done accordingly & shall} in no way effect or make void

the Contract but will 1. add to or deduct from the

the Contract but will be added^{to} or deducted from the amount of the Contract as the ~~Case~~^{may be}, ^{may be} by a fair & reasonable valuation to be determined^{at the time} by the said Committee, Inspector & Contractor

5. Should the Contractor at any time during the progress of the said works refuse or neglect to supply a deficiency of materials or workmen the said Committee shall have the power to provide materials & workmen after 5 days notice in writing has been given to the Contractor to finish the said works & the expenses shall be deducted from the amount of the Contract.

6. Should any dispute arise respecting the true ^{or} construction or meaning of the drawings or specifications, the same shall be decided by the said Comtee, Inspector & Contractor & their decision shall be final & conclusive

7. The owners shall not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said works or any part or parts thereof respectively, or of any of the materials or other things used & employed in finishing & completing the same (loss or damage by fire excepted) —

In witness whereof the said Party of the First Part have caused the Corporate seal of the City of New York to be hereunto set, signed by the Mayor & attested by the City Clerk & the said Party of the Second Part hath hereunto set his hand and seal the day & year first above written.