

Agreement
Between
David Munro.
Theodore S. Smith.

1869

This Agreement made the 15th day of November
one thousand Eight hundred and Sixty nine by and
between David Munn, of the town of Hammonds in
the County of Westchester and State of New York, party
of the first part, and Theodore S. Smith of the town
of Stony Point in the County and State aforesaid
party of the second part, Witheth the Said party of
the second part: Covenants and agrees to and with
the Party of the first part, to build a Wharf about
Three Hundred and Ninety Six feet in length and not
less than Six feet in width at Stony Point in the
town of Stony Point aforesaid, Commencing at the
North west corner of the Wharf on the property of A. H.
and W. H. Miles, running thence Northw^{ly} in a straight
line with the West Side of the Wharf of said Miles
Fifty Feet, thence in a Northwesterly direction about
Three hundred and thirty three feet to the corner
of an old dock at a point on a line Eastwardly
from the fence on the South Side of Munn Avenue
said Avenue running East and West on the South
Side of the New Hotel of the Party of the first part,
thence running Northw^{ly} on the top and front edge
of the old Wharf One Hundred and Sixty two
feet to a corner thence Westw^{ly} as the old Wharf now
runs Fifty One feet to a point Northw^{ly} and in a line
with the East Garden fence in front of the said new

Hotel Davis May to be built on a grade north
the grounds in front of said Hotel and to drive
up on the north or River Side of said May Avenue

than fifteen feet apart; and to bolt each of Said
piles to Said Wharf in not less than two places
Said piles to be well driven in the bottom of the
River to prevent Said Wharf from sliding in the
River only on that part of Said Wharf running in a
Northwesterly direction about three hundred and thirty
three feet to the corner of the aforesaid old dock,
and to put not less than seven piles in Said
Wharf to project six feet above the level of said
Wharf to fasten befores to also to put a square
Log called a string piece on the front Edge of Said
Wharf and fasten the same well down with Spikes
to Said Wharf the whole length of Said Wharf.
Said Wharf to be filled in with Stones between
the Log to the top of Said Wharf and to be well
stayed with Logs fastened to Said Wharf running
back into the ground and anchored and to fill
in the whole of Said Space behind Said Wharf
with Earth making it level with the top of Said
Wharf; and to do and perform all the work necessary
to be done to complete Said job in a good
Substantial and Workmanlike Manner under the
direction and to the Satisfaction of the party of the
first part taking the material for filling in behind
Said Wharf from the property of the party of the first
part South West of Said Hotel in such places and
places as the party of the first part shall direct.

And the first part of the
second part of the second

And all the materials necessary for building and filling
in Said Wharf as near Said Wharf as the logs to be
used in Said Job now lies. and to provide time for
filling in Said Wharf between Said logs as near to
Said Wharf as conveniently can and to pay the
Said party of the second part three thousand

Five hundred dollars, in lawful money of the
United States and to furnish the said party of the
second part one team of Muley-one May Horse-one
Team of Black Pony- three Cart- three set of Cart
Harnes and one set of double Harnes, all of which
is to belong to the Party of the first part until
Said Job is completely finished unless otherwise
agreed upon between the parties, the money above
expressed upon to be paid is to be paid in such sums
and at such times during the progress of Said
work as the party of the first part shall see fit.
In Witness Whereof the parties to this agreement
have hereunto interchangeably set their hands
and Seal the day and year first above written
Signed and Sealed

in presence of
John D. Cook.

Parsonson
Theodore Schuch

