

1890

AGENTS

LITTLE SILVER

APPL

BASS, W. A. Jr.

ARCH

CONST

ROBBINS, JOSEPH

286P

Articles of Agreement, Made this first day
of April in the year one thousand eight hundred and ninety

Between W. A. Bass Jr. of the City, County and
State of New York, Party,

of the First Part, and Joseph Robbins, of the City of Long
Branch, County of Monmouth, State of New
Jersey. Party

of the Second Part

FIRST. The said part y of the second part does hereby for himself his heirs, executors and administrators, covenant, promise and agree to and with the said part y of the first part, his executors, administrators or assigns, that he the said part y of the second part, his executors or administrators, shall and will, for the consideration hereinafter mentioned, on or before the first day of next June well and sufficiently erect and finish the new Building

a frame house and stable, on a lot owned by the
Party of the first Part, at Little Silver, New Jersey,
agreeably to the Drawings and Specifications made by Henry F. Kilburn Architect A. L. C. Mass

and signed by the said parties and hereto annexed, within the time aforesaid, in a good, workmanlike and substantial manner, to the satisfaction and under the direction of the said architect to be testified by a writing or certificate under the hand of the said Architect

and also shall and will find and provide such good, proper and sufficient materials, of all kinds whatsoever, as shall be proper and sufficient for the completing and finishing all the Carpenter, Mason,

Plumbing, Painting
and other works of the said Building mentioned in the said Specification, for the sum

of Four thousand four hundred and eighty (\$4480)
dollars

And the said part y of the first part, does hereby for himself his heirs, executors and administrators, covenant, promise and agree, to and with the said part y of the second part, his executors and administrators, that he the said part y of the first part, his executors or administrators, shall and will, in consideration of the covenants and agreements being strictly performed and kept by the said part y of the second part, as specified, well and truly pay, or cause to be paid unto the said part y of the second part, his executors, administrators or assigns, the sum of Four thousand, four hundred and eighty (\$4480.)

Dollars, lawful money of the United States of America
in manner following :

\$ 480. Four hundred and eighty dollars when the
stable is completed

\$ 750 Seven hundred and fifty dollars when the
frame of house is raised and roof rafters on

\$ 1000 One thousand dollars when the exterior is
completed and painted one coat

\$ 1000 One thousand dollars when the floors are
laid and base set
\$ 1250 One thousand two hundred and fifty dollars when
all work is completed and this contract fulfilled.

Provided, that in each of the said cases, a certificate shall be obtained and signed by the said

Architect, certifying that the work has progressed
far enough to entitle the said Party of the second
part to the payment

And it is hereby further agreed by and between the said Parties.

FIRST. The Specifications and the Drawings are intended to co-operate, so that any works exhibited in the Drawings, and not mentioned in the Specifications, or VICE VERSA, are to be executed the same as if it were mentioned in the Specifications and set forth in the Drawings, to the true meaning and intention of the said Drawings and Specifications, without any extra charge whatsoever.

SECOND. The Contractor, at his own proper cost and charges, is to provide all manner of materials and labor, scaffolding, implements, moulds, models and cartage of every description, for the due performance of the several erections.

THIRD. Should the owner, at any time during the progress of the said BUILDING request any alteration, deviation, additions or omissions, from the said contract, he shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added or deducted from the amount of the Contract, as the case may be, by a fair and reasonable valuation.

FOURTH. Should the Contractor, at any time during the progress of the said works, refuse or neglect to supply a sufficiency of materials or workmen, the Owner shall have the power to provide materials and workmen, after three days notice in writing being given, to finish the said works, and the expense shall be deducted from the amount of the contract.

FIFTH. Should any dispute arise respecting the true construction or meaning of the Drawings or Specifications, the same shall be decided by The Architect and his decision shall be final and conclusive; but should any dispute arise respecting the true value of the extra work, or of the works omitted, the same shall be valued by two competent persons—one employed by the owner and the other by the Contractor—and those two shall have power to name an umpire, whose decision shall be binding on all parties.

SIXTH. The owner 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 for any of the materials or other things used and employed in finishing and completing the same, (loss or damage by fire excepted.)

Seventh; No work performed or materials furnished not called for by the plans, specifications or this contract shall be charged for by the contractor, nor shall the owner be charged or liable therefor unless the said work was performed or said materials were furnished by the direction of the Architect in writing and specifying particularly the work to be performed and the materials to be furnished and the amount to be allowed therefor.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year above written.

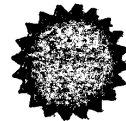
Witness

A. L. C. Marsh

C. Alex. Bass



Joseph Robbins



✓ 2868

A.A. Bass Jr.
New York
N.Y.
TO
Joseph Robbins
Long Branch
N.J.

Agreement for Building.

Dated _____ 18__

Filed April 4. 1890

James H. Patterson
Ch.