I certify, that I am acquainted with Warren Fisher Junior, and Francis C. Manning, the sureties named and who executed the foregoing writing obligatory and that they are residents of Boston, and in my opinion sufficient surety for the purposes mentioned in the above bond.

Arthur M. Austin,
Collector

Cape Ann L. H.

Articles of Agreement, made and entered into between Thomas O. Roberts and Edwin Adams, both citizens of the city of Boston, of the County of Suffolk, and State of Massachusetts, of the first part, and Capt. W. B. Franklin, Secretary of the Light House Board, acting for and in behalf of the United States of America, of the second part, Witnesseth:

That the parties of the first part, in consideration of the matters hereinafter referred to and set out, and of the specifications attached hereto, and forming a part of this contract, Covenant and agree to and with the party of the second part to furnish on a wharf in the city of Boston, Massachusetts, all of the metal work for Cape Ann light houses, as specified in the letter of the Light House Board, dated September 8th, 1859, attached to the specifications of the said light house, and as detailed in the said specifications, and to conform in every particular to the stipulations and condition specified in this contract, and to the specifications for Cape Ann light house hereto annexed, and which are to be considered as a part of this contract.

The parties of the first part agree to deliver the said work within the dates specified, after which delivery the said metal work shall be subjected to a rigid inspection by the party of the second part, or his agents appointed thereto, and that this inspection shall be final.

And the party of the second part, covenants and agrees to pay to the parties of the first part the sum of Six thousand five hundred and Eighty dollars, lawful money of the United States, between June 1 and September 1, 1860, in such sums as may become due by reason of the delivery of the said metal work, reserving 10 per cent from the amount due until the contract shall have been executed, when the whole amount due will be paid.

Provided, however, that in case the party of the second part shall at any time be of opinion that this contract is not duly complied with by the parties of the first part, or that it is not in due progress of execution, or that the said parties of the first part are irregular, or negligent, in such case he the said party of the second part shall be authorised to declare this contract forfeited, and thereupon the same shall become null, and the parties of the first part shall have no appeal from the opinion and decision aforesaid; and the right to except or to question the same in any place or under any circumstances whatever, is hereby released by the parties of the first part; but the parties of the first part shall remain liable to the party of the second part for the damages occasioned to him by the said non-compliance, irregularity or negligence.

And it is further stipulated and agreed, that no member of Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom; and this contract shall be in all its parts subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "an act concerning public Contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress approved April 14, 1852, containing a proviso in the following terms, Viz: "Provided, nothing herein contained shall be so construed as to authorise any officer or agent of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made."

And it is further understood and agreed that no Lighthouse Keeper, Superintendent or Inspector of Lights, Engineer Officer, nor any other person connected with, or engaged in the Light House Establishment service, shall be allowed to contract for labor or materials nor to be interested in this contract, nor to any benefit to arise therefrom.

Provided, also, that it is expressly understood and agreed that this contract, or any part thereof, shall not be sublet nor assigned; but that it shall be well and truly carried out and fulfilled in good faith by the above recited parties of the first part, and that payment on account thereof shall be made to the aforesaid parties of the first part, their heirs, executors, or administrators, or to such person or persons as they may lawfully authorise by power of attorney to receive the same.

And provided, further, that this contract shall not be binding upon the United States until it shall have been approved.

And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereto bind themselves, jointly, and severally, their and each of their successors, heirs, executors, and administrators.

Thus covenanted, made, and agreed by the parties, this 29th day of October anno domini, one thousand eight hundred and fifty-nine, as witness their hands and seals.

Signed, sealed & delivered in presence of
Chas B. Townsend
Wm R. Hayward

Thos. J. Roberts (Seal)
Edwin Adams (Seal)
Wm B Franklin, (Seal)
Secy of W. Board.

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Know all men by these presents. That we, Thomas J. Roberts, and Edwin Adams, as principles, and V. L. Denio, and George Penniman, as sureties, are held and firmly bound unto the United States of America, in the just and full sum of two thousand one hundred ninty-three 33/100 dollars, lawful money of the United States, to be paid to the said United States, or to its proper agent or attorney, duly authorised to receive the same; to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole and for the whole, jointly, and severally, firmly, by these presents. Sealed with our seals and dated this 29th day of October, Anno Domini, one thousand eight hundred and fifty-nine.

The condition of the above obligation is such, that if Thomas J. Roberts and Edwin Adams, their heirs, executors, and administrators, do and shall well and truly execute the contract hereto annexed which they have entered into with Wm B Franklin for and in behalf of the United States, by which they engage to furnish the metal work of the Cape Ann light houses, in Boston, between June 1, and September 1, 1860, conforming in all respects to said Contract, the same being hereto annexed, then the foregoing obligation to be void and of none effect; otherwise, to remain in full force and virtue.

Signed, sealed & delivered in presence of
Chs. B. Townsend

Thomas J. Roberts (Seal)

Edwin Adams (Seal)

V. L. Denio (Seal)

George Penniman (Seal)

I certify that I am acquainted with V. L. Denio and Geo. Penniman, the sureties named and who executed the foregoing writing obligatory, and that they are residents of Denio of Boston and Penniman of Milton, Mass., and in my opinion sufficient sureties for the purposes mentioned in the above bond.

Arthur W. Austin,
Collector

Articles of Agreement

made and entered into between Edwin Adams of the city of Boston, of the county of Suffolk, and State of Massachusetts, of the first part, and Wm B. Franklin Secretary of the Light House Board acting for and in behalf of the United States of America, of the second part, Witnesseth:

That the party of the first part, in consideration of the matters hereinafter referred to and set out, and of the specifications attached hereto, and forming a part of this contract, covenants and agrees to and with the party of the second part to furnish the materials (except the metal work and lanterns) and erect the two granite Light Houses on Thatchers Island, Cape Ann, Massachusetts, in all respects according to the requirements of the letter of the Light House Board, dated September 5, 1859, attached to the Specifications for Cape Ann light house, and according to the said specifications, Viz: The party of the first part to take down the old towers, to furnish, and erect two wooden frames for the temporary lights, to place these old lanterns upon these frames, or to place the new ones to be furnished by the United States, to furnish the materials, (except metal work and lanterns) to erect the two towers, transport from Boston the lanterns and metal work, and place the metal work, to allow the United States to use the machinery, wharves, scows, carts, &c, in landing and transporting the lanterns and illuminating apparatus on the terms specified, to furnish the rigging for hoisting the lanterns and illuminating apparatus on the towers, and in general to do all of the things specified to be done by the contractor for the erection of the towers, and to conform in every particular to the stipulations and conditions specified in this contract and to the specifications for Cape Ann light house hereto annexed, and which are to be considered as a part of this contract.

The party of the first part, agrees to furnish the said work on or before the fifteenth day of October A.D. 1860, to abide by the directions and inspections of the party of the second part during the construction of the work, and that after its completion it shall be subjected to a rigid inspection by the party of the second part, or his

agents appointed therefor, and that this inspection shall be final.

And the party of the second part covenants and agrees to pay to the party of the first part the sum of Thirty two thousand eight hundred and ninety four dollars, lawful money of the United States, in such sums as may become due from time to time by reason of the partial completion of the work, a reservation of 20 per cent being made in each case until the performance of the contract, when the whole amount due will be paid.

Provided, however, that in case the party of the second part shall at any time be of opinion that this contract is not duly complied with by the party of the first part, or that it is not in due progress of execution, or that the said party of the second part is irregular, or negligent, in such case he the said party of the second part shall be authorised to declare this contract forfeited, and thereupon the same shall become null, and the party of the first part shall have no appeal from the opinion and decision aforesaid; and the right to except to or question the same in any place or under any circumstances whatever, is hereby released by the party of the first part; but the party of the first part shall remain liable to the party of the second part for the damages occasioned to him by the said non-compliance, irregularity, or negligence.

And it is further stipulated and agreed, that no member of congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom; and this contract shall be in all its parts subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "an act concerning public contracts."

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress approved April 14, 1852, containing a proviso in the following terms, Viz: Provided, nothing herein contained shall be so construed

as to authorise any Officer or agent of the United States to bind the United States by Contract beyond the amount appropriated by Congress, or to sanction any such Contract made heretofore."

And it is further understood and agreed that no Light house Keeper, Superintendent, or Inspector of Lights, Engineer Officer, nor any other person connected with, or engaged in the Light House Establishment service, shall be allowed to Contract for labor or materials, nor to be interested in this Contract, nor to any benefit to arise therefrom.

Provided, also, that it is expressly understood and agreed that this Contract, or any part thereof, shall not be sublet nor assigned; but that it shall be well and truly Carried out and fulfilled in good faith by the above recited party of the first part, and that payment on account thereof shall be made to the aforesaid party of the first part, his heirs, Executors, or administrators, or to such person or persons as he may lawfully authorise by power of attorney to receive the same.

And provided, further, that this Contract shall not be binding upon the United States until it shall have been approved.

And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly, and severally, their and each of their successors, heirs, Executors, and administrators.

Thus covenanted, made, and agreed by the parties, this 29th day of October, anno domini, one thousand eight hundred and fifty nine, as witness their hands and seals.

Signed, sealed & delivered
in presence of.

Edwin Adams (Seal)

Wm R Haywood

W. B. Franklin (Seal)
Secy L. H. Board.

Ocs.

Know all men by these presents, That we Edwin Adams as principal, and S. A. Denio and George Penniman, as sureties, are held and firmly bound unto the United States of America, in the full and just sum of Ten thousand nine hundred and sixty four 00/100 dollars, lawful money of the United States to be paid by the United States, or to its proper agent or attorney duly authorised to receive the same; to which payment well and truly to be made and done, we bind ourselves, and every of us, our and every of our heirs, Executors, and administrators, in the whole and for the whole, jointly, and severly, firmly, by these presents. Sealed with our seals and dated this 29th day of October, anno dominii, one thousand eight hundred and fifty-nine.

The condition of the above obligation is such, that if Edwin Adams, his heirs, executors, and administrators, do and shall well and truly, execute the contract hereto annexed which he has entered into with W. B. Franklin, for and in behalf of the United States, by which he agrees to furnish the materials and erect two granite light houses on Thatcher's Island, Massachusetts, and to complete them, and execute all the conditions of the contract on or before the fifteenth day of October, A. D. 1860, conforming in all respects to said Contract, the same being hereto annexed, then the following obligation to be void, and of none effect; otherwise to remain in full force and virtue in law.

Signed, sealed & delivered
in presence of
J. P. P. Dubuc

Edwin Adams (Seal)

S. A. Denio (Seal)

George Penniman (Seal)

I certify, that I am acquainted with S. A. Denio and Geo Penniman, the sureties named and who executed the foregoing writing obligatory, and that said Denio is a resident of Boston, and said Penniman of Milton, Mass., and in my opinion sufficient surety for the purposes mentioned in the above bond.

Arthur W. Austin,
Collector

Articles of Agreement,

made and entered into between Thos. B. Roberts and Edwin Adams both of the city of Boston, of the county of Suffolk, and State of Massachusetts, of the first part, and W. B. Franklin, Secretary of the Light House Board, acting for and in behalf of the United States of the second part, Witnesseth:

That the parties of the first part, in consideration of the matters hereinafter referred to and set out, and of the specifications attached hereto and forming a part of this contract, covenant and agree to and with the party of the second part to furnish on a wharf in the city of Boston, Massachusetts, two lanterns of brass and iron as specified in the letter of the Light House Board, dated September 5, 1859, attached to the specifications of said Light House, and as detailed in the said specifications, and to conform in every particular to the stipulations and conditions specified in this Contract and to the specifications for Cape Ann light House hereto annexed, and which are to be considered as a part of this Contract.

The parties of the first, ~~part~~ agree to deliver the said lanterns in Boston, on or before the first day of September next (1860) and to submit to the inspection of the work during its progress. After its completion the lanterns shall be subjected to a rigid inspection by the party of the second part, or his agents appointed therefor, and that this inspection shall be final.

And this party of the second part covenants and agrees to pay the parties of the first part the sum of Thirty-five hundred dollars, lawful money of the United States within 30 days after the delivery of the said lanterns in Boston, Massachusetts,

Provided, however, that in case the party of the second part shall at any time be of opinion that this Contract is not duly complied with by the parties of the first part, or that it is not in due progress of execution, or that the said parties of the first part are irregular or negligent, in such case he the said party of the second part shall be authorized to declare this Contract forfeited, and thereupon the same shall become null, and the parties of the first part

shall have no appeal from the opinion and decision aforesaid; and the right to except or to question the same in any place or under any circumstances whatever, is hereby released by the parties of the first part; but the parties of the first part shall remain liable to the party of the second part for the damages occasioned to him by the said non-compliance, inequality or negligence.

And it is further stipulated and agreed, that no member of Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom; and this contract shall be in all its parts subject to the terms and requisitions of an Act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "an act concerning public contracts"

And this contract is also expressly understood to be subject to the terms and conditions of the joint resolution of Congress approved April 14, 1852, containing a proviso in the the following terms, Viz: Provided nothing herein contained shall be so construed as to authorise any Officer or agent of the United States to bind the United States by contract beyond the amount appropriated by Congress, or to sanction any such contract heretofore made."

And it is further understood and agreed that no Light Keeper, Superintendent, or Inspector of Lights, Engineer Officer, nor any other person connected with, or engaged in the Light House Establishment service, shall be allowed to contract for labor or materials, nor to be interested in this contract, nor to any benefit to arise therefrom.

Provided, also, that it is expressly understood and agreed that this contract, or any part thereof, shall not be sublet nor assigned; but that it shall be well and truly carried out and fulfilled in good faith by the above recited parties of the first part, and that payment on account thereof shall be made to the aforesaid parties of the first part, their heirs, Executors, or administrators, or to such person or persons as they may lawfully authorise by power of attorney to receive the same.

And provided, further, that this contract shall not be binding upon the United States until it shall have been approved.

And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly, and severally, their and each of their successors, heirs, Executors, and administrators.

Thus covenanted, made, and agreed by the parties, this 29th day of October anno domini one thousand eight hundred and fifty-nine, as witness their hands and seals.

Signed, sealed & delivered in presence of
Chas B Townsend
Wm R Hayward

Thomas J. Roberts (Seal)
Edwin Adams (Seal)
Wm B. Franklin (Seal)
Secy U.S.N.B.

Know all men by these presents that we Thomas J. Roberts and Edwin Adams, as principals, and S. A. Denio and George Penniman as sureties, are held and firmly bound unto the United States of America, in the full and just sum of Eleven hundred and sixty six 67/100 dollars, lawful money of the United States, to be paid to the said United States, or to its proper agent or attorney duly authorised to receive the same; to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole and for the whole, jointly and severally, firmly, by these presents. Sealed with our seals and dated this 29th day of October anno Domini, one thousand eight hundred and fifty nine.

The condition of the above obligation is such, that if Thomas J. Roberts and Edwin Adams, their heirs, executors, and administrators, do and shall well and truly execute the contract hereto annexed which they have entered into with W. B. Franklin, for and

in behalf of the United States, by which they engage to furnish two lanterns for the Cape Ann light houses in Boston on or before the September 1st 1860, conforming in all respects to said contract, the same being hereto annexed, then the foregoing obligation to be void and of none effect; otherwise, to remain in full force and virtue in law.

Signed sealed & delivered in presence of
Charles B. Townsend

Thomas E. Roberts (Seal)
Edwin Adams (Seal)
C. A. Denio (Seal)
George Penniman (Seal)

I certify, That I am acquainted with C. A. Denio and Geo Penniman, the sureties named and who executed the foregoing writing obligatory, and that the said Denio is a resident of Boston and Penniman of Milton, Massachusetts, and in my opinion sufficient surety for the purposes mentioned in the above bond.

Arthur W. Austin,
Collector.
