

Agreement with State Road  
Contractor about Stone walls  
Signed Oct 9th 1907.

AGREEMENT

Between

North Family Shakers (Daniel Offord Agent), New Lebanon, N.Y.

Parties of the First Part, and

Hinman & Sproul, Contractors, Schenectady, N.Y.,

Parties of the Second Part.

The party of the First Part agrees to let the party of the Second Part have all the stone wall on each side of the road from the end of the present State Road to the barn on the farm known as the Royce Place, and such other stone wall as shall be definitely staked off, for the sum of five cents (\$0.05) per cubic yard, measurement to be taken from the State Engineer's estimate of work done monthly, and computed as stone in place on the road. Payments to be made monthly, and at the same time the Contractors receive check from the State.

The party of the Second Part agrees to clear all the walls, which includes all the large stones <sup>not larger</sup> at the bottom of the walls, as they go along; and also to leave the land graded, suitable for erecting wire fence.

Oct. 9<sup>th</sup> 1907.

Daniel Offord Agent  
Hinman Sproul  
By H. B. Sproul

CHAS. N. HINMAN,  
BINGHAMTON, N. Y.

H. B. SPROUL,  
SCHENECTADY, N. Y.

**HINMAN & SPROUL**  
GENERAL CONTRACTORS  
SCHENECTADY, N. Y.

ESTIMATES CHEERFULLY FURNISHED

New Lebanon, N.Y. Feb'y. 24 1908

Mr. Daniel Offord, Agt.  
North Family Shakers,  
Mount Lebanon, N.Y.

Dear Sir;

Enclosed herewith please find our check for \$ 100.00 being in payment for stone fences taken from your property , as near as we can estimate at this time .

Our judgment is that when the different walls from which we have hauled are cleaned up we will have sufficient stone for this end of the road and we will do this cleaning up as soon as the frost leaves the ground , should it prove necessary for us to purchase more stone we trust the matter can be arranged with you.

Thanking you for your accomodation and courtesy in the matter, we are,

Yours very truly,

Hinman & Sproul.

*H. B. Sproul*

North Family Shakers,  
Mount Lebanon, N.Y.  
May 23, 1908.

To Hinman & Sproul:

Respected Friends,

On Oct. 9th, 1907, you signed a contract with us for certain stone walls on our premises, under specified provisions. The contract has not been complied with, and is a great loss and inconvenience to us.

Our meadows and pastures have been badly cut up, the stones scattered for quite a distance on each side of the original walls and many stones have been thrown far into the lots by the blasting. Very little of the walls have been entirely cleared of stone, and scarcely any of the land has been graded.

Hence, we are unable to erect any fences; and consequently, that portion of our farm from which the stone walls have been partially removed is open to the common, and we have no use of the pasture, unless we watch the cattle.

We ask for a settlement for the stone already taken, and that you will please clear the stones from the bottom of the walls and grade the land, so we can put up the fence.

We kindly ask that the bottom of the walls by the roadside be adjusted first.

We have called your attention several times to the situation, and you have as often promised that the matter should be adjusted and made satisfactory. We now ask that you fulfil the contract or settle for the damage.

Respectfully,

North Family Shakers,

*Daniel Offord*

Agent.

Copy

Mt Lebanon N.Y.

July 27th 1908

Tollinman & Spaul.

Respected Friends

On May 23<sup>d</sup> I wrote you in regard to the condition you have left our walls in, and asked for a settlement.

I understood you to say, you would have the matter adjusted by July. We shall be pleased to meet you, and settle the matter between us.

Please let me know when it will be convenient for us to meet.

An early reply will greatly oblige

Yours Respectfully  
Daniel Offord Capt.

*Copy.*

Mount Lebanon, N.Y.

Aug. 28, 1908.

Hinman & Sproul:

Esteemed Friends,

We have run over the lines of wall taken by you and were glad to find a good many rods pretty well cleared of the large stone, but the small stones lie around and there has been practically no grading of the ground, to make it suitable for putting up the wire fence. And there are still left over 375 rods, that are not cleared of the large stone. We think it would cost over \$1000. to blast and draw off the stone and grade the land, suitable for building fence.

All through the season, we have been put to a good deal of inconvenience and trouble. Our tenant has for quite a time had his cows watched and a good deal of the pasture has not been available. If we cannot arrive at a satisfactory settlement between us, we will make this proposal: that you select one party, we select another, and the two select a third. Let them look over the situation and decide what would be a just settlement. We will agree to abide by their decision.

We should very much dislike to resort to legal proceedings, but if we cannot come to a settlement feel we should be justified in resorting to that course. Trusting that we can come to a satisfactory settlement,

I remain,

Yours respectfully,

*Daniel Offord Agt.*

per L.S.T.

HINMAN & SPROUL,  
GENERAL CONTRACTORS.

To Daniel Offord, Agt., Dr.,

North Family of Shakers, Mt. Lebanon, N.Y.

1908.				
Aug.	31	To 3625 cu. yd. of stone fences @ .05	\$ 181.25	
"	31	To damage sustained in renewing the fences and to damage sustained in not cleaning up the walls	218.75	
		In full	<u>400.00</u>	
Feb.	25	By Cash	<u>100.00</u>	
		Balance due		300.00

No. ....

\$ .....

### HINMAN & SPROUL,

Favor of .....

Date .....

Approved .....

Entered .....

Paid .....

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**CHARGE**

Tools and Equipment

Supplies

Stable

Commissary

Plant Repairs and Renewals



Copy

North Family Shakers,

Mount Lebanon, N.Y.

April 25, 1907.

To the State Road Commissioners, of Mass.:

For the purpose of stoning the State Road from the State Road already stoned over the mountain to the New York State line, we will give the stone wall by the roadside, from the cold spring to the end of our land. Also, the right to set up stone crusher on the ledge of rock near the cold spring, reserving all the timber that may be growing thereon, and all minerals except the stone; and also, the cold spring by the roadside, to be kept as a drinking fountain.

~~For the purpose of stoning the State Road over the mountain from Mount Lebanon to Hancock, we will give the stone wall by the roadside~~

### HINMAN & SPROUL

GENERAL CONTRACTORS

SCHENECTADY, N. Y.

ESTIMATES CHEERFULLY FURNISHED

In ~~the~~ consideration of the State of New York  
 not ~~taking~~ <sup>using</sup> Right of Way on the easterly  
 side of the New Lebanon - Brainerd Road  
 No 615 from Stations <sup>of Petition 2020</sup> 31 to 40, and in not  
 disturbing a row of maple trees on the  
 East side of said road between said  
 stations. We the Society of Shakers by the  
 act of our Elder Daniel Offord agree  
 to deed such land on the West side  
 of the above mentioned Road No 615, <sup>between Stations</sup> as is  
 necessary to build <sup>said</sup> ~~the~~ Highway according  
 to plan and avoid above mentioned  
 tree line on East side of Road. And  
 also, <sup>releases the state and contractor</sup> from all damages on account  
 of taking such land, and <sup>nothing</sup> one  
 apple tree <sup>about opposite Sta 35+55</sup> and the trimming of those  
 apple trees which hang over the  
 road.

3/24/40

Consideration \$1.00

In consideration of the State of New York not using Right of Way on the easterly side of the New Lebanon - Brainerd Road No. 615 from Stations 34 to 40, of Petition 2020 and in not disturbing a row of Maple Trees on the East side of said Road between said Stations,- We, the Society of Shakers by the act of our <sup>trustees</sup> ~~Elder Daniel Cofford~~, agree to deed such land on the West side of the above mentioned Road No. 615 between Stations 31 and 40 as is necessary to build said Highway according to plan and avoid above mentioned tree line on East side of Road, and also release the State and Contractor from all damages on account of taking such land, and cutting one apple tree about opposite Station 35 and 55 <sup>plus</sup> and the trimming of those apple trees which hang over the Road. ~~Consideration \$1.00~~

