

This Agreement, made and entered into this seventh day
of September, one thousand ~~eight~~ ^{nine} hundred and seven, by and
between Jay Lynch, Superintendent and Special Disbursing Agent
in Charge of Yakima Indian Agency, of Fort Simcoe, Yakima County,
State of Washington,
for and on behalf of the United States of America, party of the first part, and
William J. Esteb and Charles McMorris of Dayton, Columbia County,
State of Washington,

part ies
of the second part, for their heirs, executors, administrators, and assigns,

Witnesseth: That the said parties have covenanted and agreed, and by these presents
do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said part ies of the second part hereby agree to furnish
the necessary materials and labor to construct, and hereby agree
to so construct in good workmanlike manner a double circuit tele-
phone line from Wapato Station, on the Northern Pacific Railroad
in Yakima County, Washington, to Yakima Indian Agency at Fort
Simcoe, Yakima County, Washington, a distance of about twenty-
nine miles; the definite location of the line to be designated by
the Superintendent or other officer in charge of Yakima Agency,
Washington. The said telephone line is to be completed and con-
structed in accordance with the following specifications, to-wit:
Poles are to be of green timber, peeled, not less than twenty-five
feet in length, nor five inches in diameter at the top; to be set
in the ground not less than four feet and securely tamped; to be set
not more than two hundred feet apart along the line designated;
where turns are made in the line the poles at the turns to be
securely anchored and guyed;
The insulators and brackets to be such as are usually used in the
construction of first class long distance telephone lines;
The wire to be not less than number twelve B. B. galvanized iron
wire securely fastened to the poles by means of the proper brackets
and insulators. The wires are to be transposed at distances not
more than half a mile apart.

Three sets of telephone instruments to be furnished and installed in good first class work. Instruments to be equipped with five bar magnets with twenty-five hundred (2500) ohm generator.

PROPOSALS are invited for furnishing the necessary materials and labor to construct and complete a double circuit TELEPHONE line from Wapato, Washington, to the Yakima Indian Agency at Fort Simcoe, Washington, a distance of twenty nine miles.

Sealed bids are invited and will be received by Jay Lynch, Supt. & Spl. Disb. Agent, at Fort Simcoe, Wash., to be opened on Monday, August 26, 1907, at 1 o'clock, P.M., to furnish the necessary material and labor to construct and complete a double circuit TELEPHONE line from Wapato, Wash., to the Yakima Indian Agency at Fort Simcoe, Wash., a distance of 29 miles; Poles to be peeled, 25 feet long, not less than five inches in diameter at top; to be securely and firmly placed in the ground, not more than two hundred feet apart, with all necessary insulators and brackets; wires to be of standard size, such as is usually used in the construction of long distance telephone lines; three standard telephone instruments to be installed, with all necessary switches and connections.

Bids should be SEALED in envelopes, and marked "Bid to construct telephone line. To be opened August 26, 1907" and should be addressed to the undersigned.

Dated at Yakima Indian Agency,
Fort Simcoe, Wash., July 20, 1907.

Jay Lynch,
Supt. & Spl. Disb. Agt.

Terms of this agreement: The party of the second part shall be paid, on the presentation of proper receipts or vouchers in duplicate, to the Commissioner of Indian Affairs, as follows:

Three thousand four hundred and eighty and no/100 dollars (\$3480.00)

said payment to be made to the said parties of the second part at

the office of the ~~Columbia National Bank~~ in Dayton, Columbia

County, Washington, provided that said payment shall be made only

upon the presentation of evidence satisfactory to the said party

of the first part, that there are no liens of any sort outstanding

against said telephone line or any part thereof.

ARTICLE IV. That in case of the failure of the said parties of the second part to comply with the stipulations of this contract according to the true intent and meaning thereof, then the party of the first part shall have the power to declare this contract null and void and of no force nor effect.

Three sets of telephone instruments to be furnished and installed in good first class working order; said instruments to be equipped with five bar magnets with twenty-five hundred (2500) ohm generators, and are to be such instruments as are usually and generally in use on long distance telephone lines.

The said parties of the second part hereby agree that they will complete and construct the said telephone line within six months from and after the approval of this contract by the Secretary of the Interior; said telephone line to be in complete working order and ready for immediate use before it will be accepted by the said party of the first part.

ARTICLE II And it is hereby further expressly understood and agreed that the above telephone line shall be subject to a rigid inspection by a competent person or persons to be duly appointed for such service by the party of the first part to this agreement.

ARTICLE III That for and in consideration of the faithful performance of the stipulations of this agreement the parties of the second part shall be paid, on the presentation of proper receipts or vouchers in duplicate, to the Commissioner of Indian Affairs, as follows:

Three thousand four hundred and eighty and no/100 dollars (\$3480.00) said payment to be made to the said parties of the second part at the office of the ~~Columbia National Bank in Dayton, Columbia County, Washington,~~ Yakima Agency, Wash. Fort Simcoe, Wash. YAKIMA ~~County, Washington,~~ provided that said payment shall be made only upon the presentation of evidence satisfactory to the said party of the first part, that there are no liens of any sort outstanding against said telephone line or any part thereof.

ARTICLE IV. That in case of the failure of the said parties of the second part to comply with the stipulations of this contract according to the true intent and meaning thereof, then the party of the first part shall have the power to declare this contract null and void and of no force nor effect.

We, Charles McMorris and William J. Esteb, of Dayton, Washington, Principals, and Arthur Jay Rohrer, of Wapato, Washington, and Frank A. Williams, of Toppenish, Washington, Sureties, hereby consent to the insertion of the following additional articles in the contract dated September 7, 1907, entered into between Jay Lynch, Superintendent and Special Disbursing Agent, in charge of Yakima Agency, Wash., and Charles McMorris and William J. Esteb, for the construction and completion of a telephone line from Wapato Wash., to the Yakima Agency, Wash., and we agree to be bound thereby the same as though originally inserted in said contract, viz:

Article IX. It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several States, Territories, or municipalities having criminal jurisdiction.

Article X. It is further covenanted and agreed that in the execution of the said work the parties of the second part will comply strictly with the provisions of the act of Congress approved August 1, 1892, relating to the limitation of the hours of daily service of laborers and mechanics employed upon the public works of the United States and the District of Columbia, and the act of Congress approved February 24, 1905, for the protection of persons furnishing materials and labor in the construction of public works.

Witness our hands and seals this

23 day of Dec 1907.

Witnesses.

Margaret Hunsicker	to Signature	Charles McMorris	Principal.
George H. Neway	to Signature	William J. Esteb	Principal.
F. A. Chaddock	to Signature	Arthur Jay Rohrer	Surety.
J. H. Kline	to Signature	Frank A. Williams	Surety.
W. C. Bailey	to Signature		

ARTICLE V. That it is expressly understood by the parties of the second part that in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned ; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE VI. That it is expressly agreed and stipulated between the parties to this contract that, upon mutual agreement, it may be changed, altered, modified, or abrogated in whole or in part; but no such change, alteration, modification, or abrogation, shall entitle the said parties of the second part to increased rates of compensation over the rates herein specified.

ARTICLE VII. That it is further expressly agreed and understood that no member of or delegate to Congress, officer, agent, or employee of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE VIII. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and date first above written.

Witness:

All erasures and interlineations made before signing,

Geo W Gostorf
FT. SIMCOE, WASH.
Margaret Linnick
FT. SIMCOE, WASH.

Jay Lynch
SUPERINTENDENT AND
SPL. DISB. AGENT.



[SEAL.]

W E Gahue
Residence
Dayton Wash

Charles McMoris



Bessie Maggier
Dayton Wash.

William J Esteb



15694

ARTICLES OF AGREEMENT

BETWEEN

Jay Lynch
Supt. & S. D. A.

In and on behalf
of United States

AND

Charles Mc Henry William J. Estes

For Telephonic Line

Dated September 7, 1907, 189

Expires , 189

Bond, \$ 1740.00

Sureties: { Arthur J. Bohner, \$ 1740.00
Frank A. Williams, \$ 1740.00

Registered, Contract Book No. p.

To be made in quintuplicate and sent to Office of Indian Affairs.
All contracts must be sealed by wax or other adhesive substance.

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Department of the Interior,

OFFICE OF INDIAN AFFAIRS,

WASHINGTON, JAN 2 1908, 189

Approved

C. F. Larrabee

Acting Commissioner.

Department of the Interior,

WASHINGTON, JAN 3 1908, 189

APPROVED

Frank Pierce

First Assistant Secretary.

