

1706
ARTICLES OF AGREEMENT

FOR

TRANSPORTATION

BETWEEN

H. Price,
Com. Ind. affs.

AND

Charles B. Stone

Dated

June 1/82

Expires

June 30/83

Bond, \$

30,000

SURETIES:

{ _____, \$
_____, \$
_____, \$
_____, \$

Registered, Contract Book No. _____, p. _____

To be made in quintuplicate: one to be retained by agent, one to be delivered to contractor, two to be forwarded to the Office of Indian Affairs, and one to "Returns Office."

[9699-500.]

Department of the Interior,

OFFICE OF INDIAN AFFAIRS,

Washington, June 24, 1882

Approved:

H. M. Teller

Secretary

Commissioner.

Board of Indian Commissioners,

Washington, _____, 188 .

The within contract is

} Ex. Com.

Department of the Interior,

Washington, _____, 188 .

The action of the Executive Committee is hereby

Secretary.

CONTRACT FOR TRANSPORTATION.

This Agreement, made and entered into this 14th day of June, eighteen hundred and eighty-two, by and between A. Price Commissioner of Indian Affairs, and his successors in office, for and on behalf of the UNITED STATES, of the first part, and Charles W Stone of San Francisco, California of the second part, for himself, his 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, viz:

ARTICLE I. That the said party of the second part shall receive, from and after the date of the execution of this contract, all such goods and supplies of the Indian Department for use during the fiscal year ending June 30, 1883, as may be offered or turned over to him for transportation by the party of the first part, or his agents, and shall transport the same without delay, agreeably to the instructions of the said party of the first part, or his agents, and the stipulations of this contract, and shall deliver them in like good order and condition to the officers or agents of the Indian Department designated to receive them, at the several points named and for the rates given in the tabular statement hereto annexed, which tabular statement is hereby made part hereof.

ARTICLE II. That the supplies to be transported under this agreement shall be consigned to their respective destinations direct, on bills of lading, showing the number, kind, weight, and destination of the several packages or articles, which bills of lading shall be receipted by the said party of the second part, or his authorized agent, and said party of the second part shall be responsible for said supplies until they are delivered according to consignment; then the bill of lading shall be receipted by the proper officer of the Indian Department at the place of destination for the full quantity of supplies that shall be delivered in good condition, or as found by a Board of Survey, as hereinafter provided.

ARTICLE III. That all supplies transported under this agreement by wagons (which shall be good and well covered and satisfactory to the party of the first part) shall be delivered in a reasonable time after their receipt by the party of the second part, not to exceed eight days per one hundred miles, from the date of arrival of the supplies at the railroad station, or other points where the wagon transportation shall commence, whenever such supplies have been transported by the party of the second part under this agreement to the point of said transfer to wagons; and that for any delay in the delivery of said supplies beyond the time herein given, the party of the second part shall be charged at the rate of two dollars per diem for each 1,000 pounds of the supplies so delayed.

ARTICLE IV. That the party of the second part shall provide any and all warehouse facilities, without charge, which may be required between points of shipment and place of destination, and shall deliver the supplies therein, and shall promptly pay or cause to be paid all freight charges or charges for hauling, handling, storing, or loading; and whenever the supplies are detained and held by any railroad company, officer, agent, or other person, for the payment of such charges, said party of the second part shall forfeit and pay the sum of two dollars per diem for each 1,000 pounds so detained and held over and above the period of five days.

ARTICLE V. That when supplies have been transported by the party of the second part under this agreement and loss, damage, or deficiency has occurred, the agent of the Government receiving such supplies shall forthwith determine the amount of such loss, damage, or deficiency, and advise the said party of the second part or his agent of his findings, and charge him with the amount so determined. The said party of the second part or his agent may, however, within twenty-four hours from the receipt of said notice, call for a Board of Survey to examine the findings of said agent, which Board shall thereupon be promptly convened by the said agent, and shall consist of himself and a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander, whenever said military post be not more than fifteen miles distant; otherwise said Board to be composed of the said agent and some disinterested person to be chosen by him; which Board shall report the causes and amount of said loss, damage, or deficiency. In case of a disagreement between the members of said Board as to the amount of such loss, damage, or deficiency, or the responsibility of the party of the second part therefor, they shall appoint a third and disinterested person to form with them said Board; the decision of a majority of such Board, so constituted as aforesaid, to be final and binding on the parties hereto, and the record of the appointment and findings of said Board of Survey to be attached to the bills of lading and to govern payment thereunder.

For loss of weight due to natural shrinkage, the party of the second part shall not be held liable if the packages are delivered in good order and condition, and the Board of Survey shall be satisfied that such shrinkage did not result from want of care on the part of the party of the second part or his agents.

For loss or deficiency attributable to the party of the second part or his agents he shall pay the cost of the supplies, together with the cost of transportation to the place of destination, and no freight whatever shall be paid on supplies deficient and not made good.

ARTICLE VI. That in case of failure from any cause of the party of the second part to meet the requirements of this contract in a proper manner after due notice shall have been given him or his agents, then the party of the first part or his agents shall have power to supply the deficiency, either by hire or special contract, or the use of Government transportation, as he may elect, and the said party of the second part, and the sureties on the bond given for the faithful performance of this contract, shall be charged with the additional cost or expense thus incurred.

ARTICLE VII. That in case any one or more of the wagon trains of the said party of the second part shall be delayed by authority of any Government officer or agent at any place upon their route for any time exceeding two days, the said party of the first part shall pay to the said party of the second part, upon a certificate of such agent or officer setting forth a satisfactory reason or cause for issuing such orders, the sum of one dollar per diem for each and every 1,000 pounds so delayed.

ARTICLE VIII. That payment shall be made for all transportation performed under this contract from appropriations made for the current and contingent expenses of the Indian Department for the fiscal year ending June 30, 1883, upon presentation to the Office of Indian Affairs of the bills of lading, named in Article II of this agreement, properly receipted in duplicate, and at the rates specified in the tabular statement hereto annexed, which rates for the entire routes from the places named at the head of said tabular statement to those on the side thereof are expressed, in cents per one hundred pounds, by the figures placed at the intersections of the respective columns.

ARTICLE IX. That, before the United States shall be bound by this contract, a joint and several bond in the sum of thirty (30) thousand dollars, conditioned for the faithful performance of this contract, shall be executed by the said party of the second part, with two or more good and sufficient sureties.

ARTICLE X. That upon mutual agreement this contract may be changed, altered, modified, or abrogated in whole or in part, but no such change, alteration, modification, or abrogation shall be construed as entitling the party of the second part to increased rates of compensation over the rates herein specified, by the figures set under the points of shipment and opposite the points of destination; *Provided*, That the party of the first part hereto may stop any of the goods to be transported under and by virtue of this contract, at any point on the route by him designated, and compensation for the transportation thereof for the distance so transported shall be paid the party of the second part in proportion to the rate provided herein for the whole distance.

ARTICLE XI. That it is expressly understood by the party 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 XII. That it is further expressly agreed and understood that no member of or delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement or derive any benefit to arise herefrom. See Section 3739, Revised Statutes.

ARTICLE XIII. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, the Board of Indian Commissioners, and the Secretary of the Interior.

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

Witness:

For and on behalf of the United States:

S. E. Slater

John A. Beckwith

John A. Beckwith
Chas. H. Dickson

1st witness.

2d witness.

H. Price

Commissioner of Indian Affairs.

Charles B. Shour

20 & 22 California St.

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

READ AND FOLLOW DIRECTIONS FOR MAKING OUT CONTRACTS.

Contracts must be executed in quadruplicate.

Contracts executed by firms must be signed by *each* member of the firm. The ordinary firm-signature is not sufficient. The "party of the second part," in the body of the contract, should be indicated thus: "John Smith, James Brown, and Wm. Jones, partners in business under the firm-name of Smith, Brown & Co."

Contracts executed by the President, Secretary, or other officer of an incorporated company must be accompanied by a certificate of the Board of Directors or Executive Committee thereof, under seal, that the officer so signing was duly authorized to make contract for and on behalf of the company, and that the act of such officer in executing the contract is binding upon the company represented by him. The manner of affixing the signature must be as follows: "The Moline Wagon Co., by John Doe, Vice-President."

The Christian names of all parties appearing herein must be written and signed in FULL, and the signature of each contracting party witnessed by at least two persons. The signature of a witness should be written opposite to the signature witnessed. The post-office address of contracting parties and witnesses must be given.

An impression or seal of some adhesive substance must be affixed to the signature of each principal.

Contracts signed by an agent of a firm, or by one member for another, or by an attorney, are not valid unless the same be accompanied by a duly executed power of attorney from the party or parties for whom such agent, member, or attorney shall sign, (of date even with or prior—except in the case of a general power of attorney—to the date of the instrument,) which power of attorney must set forth specifically the particular purpose for which it was given by describing in full the names of the contracting parties, and the date and object of the contract.

Quantities should be stated in words as well as figures.

Point and time of delivery must be distinctly stated.

All dates must be carefully supplied.

The advertisement under which award is made form part of and be attached to each contract.

Erasures, interlineations, or other irregularities must be explained over the signatures and seals of the parties to this instrument.

Any contract not made in conformity with the above instructions will be rejected, and a corrected one required before any deliveries of supplies will be permitted thereunder.

When Indian Agents use this form of blank, the number of copies indicated in the "brief" will be made and disposed of as there directed. Bonds with those for the Indian Office and the "Returns Office" only are required.

Bonds must be executed before the Clerk of a Court of Record; if before other officer or Notary, his authority must be attested by the certificate of such Clerk of Court, or County Clerk.

YALOWITZ OF WASHINGTON

San Francisco Cal	6.24	6.00	6.00	
The Dalles or.	9.54	9.04	9.04	3.20