

INDIAN OFFICE.

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By order of

E. B. MERITT,

Asst. Commissioner.

6-4344

, 1915.

File No.

820

Carlisle 121783/14

5-377

File No.

Serial No.

OFFICE OF INDIAN AFFAIRS,

MAR 29 1920

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Charged to

Per

REMARKS.

Use with File No.

9416

5-084

21105

This Agreement, made and entered into this 25th day of September

one thousand nine hundred and fourteen, by and between

Oscar H. Lipps, Supervisor in Charge,

for and on behalf of the United States of America, party of the first part, and

Robert Thompson, Carlisle, Pa.

, part

of the second part, for his heirs, executors, administrators, successors, 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 party of the second part hereby agrees to

unload and haul 2800 gross tons of coal, more or less,

from the Indian School siding to school storage houses,

on the premises of the Carlisle Indian Industrial School,

Pennsylvania, at the rate of 15 cents per gross ton, demurrage

charges, if any, to be paid by the party of the second part.

The distance from the Indian school siding to the school storage

house is one-fourth mile.

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SUPERINTENDENT'S COPY.

ARTICLE 2. That the said party of the second part shall commence the ~~delivery~~ ^{service} of the ~~unloading and hauling~~ ^{ing} herein contracted for upon receipt of coal at ~~and~~ ^{siding} and shall complete said delivery by June 30, 1915, as set forth in paragraph 1 of the specifications.

ARTICLE 3. And it is hereby further expressly understood and agreed that the above ~~service~~ 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 4. That for and in consideration of the faithful performance of the stipulations 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~~ ^{party of the first part,} as follows:

Payment to be made for proper services rendered in accordance with Article 1 and after compliance with Article 3.

ARTICLE 5. That in case of the failure of the said party 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 ~~procure~~ ^{procure} or cause to be ~~procured~~ ^{procured} in open market or otherwise the said service for unloading and hauling of coal. *Provided*, That in the discretion of the Commissioner of Indian Affairs, and with the approval of the Secretary of the Interior, the open-market ~~purchase~~ ^{obtainment} of the ~~service~~ ^{service} which the contractor failed to ~~deliver~~ ^{render} may be waived and the provisions of Article 6, for liquidated damages, substituted.

ARTICLE 6. It is further expressly understood and agreed that time shall be considered as an essential feature of this contract, and that in case of the failure upon the part of the party of the second part to complete this contract within the time as specified and agreed upon, that the party of the first part will be damaged thereby, and the amount of said damages being difficult, if not impossible, of definite ascertainment and proof, it is hereby agreed that the amount of said damages shall be estimated, agreed upon, liquidated, and fixed in advance, and they are hereby agreed upon, liquidated, and fixed at Five Dollars (\$5.00)

for each and every day the party of the second part shall delay in the completion of this contract, and the party of the second part hereby agrees to pay to the United States as liquidated damages, and not by way of penalty, Five Dollars (\$5.00)

for each and every day the party of the second part shall delay in the completion of this contract, said delay not being the fault of the party of the first part.

It is further understood and agreed that the United States shall also have the right to recover from the party of the second part, all cost of inspection incurred by the United States during the period of delay. And the party of the first part may deduct or retain all of the above-mentioned sums out of or from any money that may be due or become due the party of the second part under this agreement: *Provided, however*, That if the party of the second part shall, by strikes, epidemics, local or State quarantine restrictions, or by abnormal force or violence of the elements, be actually prevented from completing the delivery at the time agreed upon in this contract, and such delay is without contributory negligence on his or their part, such additional time may, with the prior sanction of the Commissioner of Indian Affairs and the Secretary of the Interior, be allowed him or them, in writing, for such completion as in the judgment of the party of the first part, or his successor, shall be just or reasonable, but such allowance or extension shall in no manner affect the rights or obligations of the parties under this contract, but the same shall subsist, take effect, and be enforceable precisely as if the new date for such commencement or completion had been the date originally herein agreed upon.



ARTICLE 7. 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 8. No Member of or Delegate to Congress, or resident commissioner, after his election or appointment, or either, before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department, shall be admitted to any share or part of this contract or agreement, or derive any benefit which may arise therefrom, and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States, approved March 4, 1909 (35 Stat., 1109), relating to contracts, enter into and form a part of this agreement, so far as the same may be applicable.

ARTICLE 9. 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.

Witnesses:

<i>C. V. Peel</i>	} <i>Carlisle, Pa.</i>	<i>Oscar Hipp</i>	
<i>S. A. Rice</i>		Supervisor in Charge.	
<i>Wm D Thompson</i>		<i>Robert Thompson</i>	
_____		_____	[SEAL.]
_____		_____	[SEAL.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

Washington, **DEC 1 - 1914**, 191

Approved: _____

E. B. Meritt
Acting Commissioner.

DEPARTMENT OF THE INTERIOR, Washington, **DEC 7 - 1914**, 191

The foregoing contract is hereby **APPROVED**

(Sgd.) **BO SWEENEY**
Secretary.

September 25, 1914

B

"Indian School, Carlisle, Pa., 1915."

448.00

For the hauling and unloading of 3800 gross
tons of coal, more or less, from the Indian School
aiding to school storage houses, per gross ton, ----- .114 434.00

*Contract & auth.
foid. to the office 11/10/14*

434.00

	R.H. Thompson 317 W. Penn Carlisle	Taylor Hump Carlisle	Ego Carlisle	Richard Sells Penn St. Carlisle
For unloading and hauling 3000 tons Coal from school siding to Boiler House,	$.15\frac{1}{2}$ per ton	$.20$ per ton	No bid	$.19$ per ton

I certify the above to be a complete abstract of all proposals received.

Supervisor in Charge.