

Articles of agreement entered into this 23rd day of May
1864 betw N. G. Caldwell John Nichl and William Eudoy
of Oregon City Charvarous Co Oregon of the first
part and Joel Fabrice of Dayton Garret Co
Oregon of the second part witness - That the
party of the first part contracts and agrees
to furnish material and construct in a good
substantial and workmanlike manner
all that part of the stone wall of the fastung
building in Oregon City embracing the
northern or lower end wall and so much of
the eastern or front wall as is between the northern
line of the Tower. & the North east corner of the building
together with so much of the western or side wall as
will turn the corner and allow the connection
by offsets in that wall and in the event of there being
an opening in the street or front wall corresponding
with the width of the tower the angle or corner
on the northern line of tower, is to be turned with offsets
to admit of connections - or offsetted before reaching
the northern line of tower at the discretion of the
party of the second part. The work to be done in
accordance with the plans and specifications now in the
office of the Oregon City Manufacturing Company

Oregon City May 6th 1864

I have rented of Col Kelly
the building on lot _____ in Block _____
on the terms ~~and~~ ^{and} ~~the~~ ^{the} ~~work~~ ^{work} ~~is~~ ^{is} ~~to~~ ^{to} ~~be~~ ^{be} ~~completed~~ ^{completed} ~~on~~ ^{on} ~~or~~ ^{or} ~~before~~ ^{before} ~~the~~ ^{the} ~~15th~~ ^{15th} ~~day~~ ^{day} ~~of~~ ^{of} ~~August~~ ^{August} ~~next~~ ^{next} - ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~event~~ ^{event} ~~that~~ ^{that} ~~the~~ ^{the} ~~said~~ ^{said} ~~party~~ ^{party} ~~of~~ ^{of} ~~the~~ ^{the} ~~second~~ ^{second} ~~part~~ ^{part}
agrees in part the party of the first part
to furnish per perch of $16\frac{1}{2}$ cubic feet each
as follows - when the wall herein specified
is one half completed - one third of
the amount is to be paid - and upon the
completion of the entire wall and the
payment made by the ^{manufacturer} company to the said
Palmer as specified in his contract with
said company - then the remaining two
thirds of amount is to be paid -

It is further understood and hereby agreed
that in the event of a failure on the part of the
party of the first to so progress with the
work as to give reasonable grounds to
suppose ^{that} the work will not be completed
by the ^{on} ~~term~~ ^{at} ~~the~~ ^{as} ~~early ^{as} ~~day~~ ^{the} ~~of~~ ^{the} ~~the~~ ^{remaining} ~~portion~~ ^{portion} ~~of~~ ^{of} ~~the~~ ^{the} ~~work~~ ^{work}
the second part has the right to put on additional
work upon the wall and presume the
contractor charging the expense ~~to~~~~