

I James L. Todd of Phippsburg agree to attend & oversee the building and finishing  
of one half of a vessel to be the following dimensions. Length on deck, one hundred  
and fifteen feet. Breadth, twenty-seven feet. \_\_\_ Depth eighteen and one half feet. \_\_\_  
floor timbers seventeen feet. \_\_\_Swell about seven inches on a side, for John Smith  
of Bath, and to furnish a ship yard suitable for the timber and the materials and  
to build the vessel in. \_\_\_ And a black smiths shop and tools, also stage poles,  
stages and planks for stages, blocks and bedding for said vessel to be used in  
building and launching vessels hull, also all tools for a ship yard and for  
building a vessel, also good and sufficient workshops for carpenters and joiners,  
steam kettle and box, Sawpitt & c \_ And as said John Smith's agent for building and  
overseeing his one his one half part of said vessel, also to purchase all materials in town  
and out of town, attending to the collecting, shipping the materials and to see the  
said materials are delivered in the yard in season for use and to pay my  
own expenses in travelling at all times in and out of town, in obtaining  
materials and doing whatever should be necessary for completing the hull of  
said vessel. To find launching-ways and deliver said hull of said vessel and  
spars at Bath, also to haul all timber, plank and knees into the shipyard  
from the water or vessel. Also to consult said John Smith in buying all  
materials and in hire of all workman as to piece and compensation to be paid  
and given for said materials, workman or labour, and his consent to be  
given before any contract is pending on said John Smiths part. \_\_\_ The vessel  
is to be built at Phippsburg Centre village (ME) also the said John Smith is  
to be consulted and consent given as to the dimensions of said vessel and  
what materials she shall be built of and the manner she shall be built  
and finished. If the said John Smith should do any business in completing  
and building or contracting for said vessel, he shall have a fair compensation by  
the consent of said Todd, for doing and performing the within named  
services and all services, in building and completing and carrying into  
effect the contract for the hull and spars of the vessel herein named. \_\_\_  
The said Todd is to receive of the said John Smith the sum of two  
hundred dollars for his half part of said vessel as full compensation.  
The said Smith agrees to pay one half of all bills in building said  
vessel, finishing and completing the hull and spars, excepting those before  
named and which are to be all paid by said Todd. The said Smith

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and building or contracting for said vessel, he shall have a fair compensation by  
the consent of said Todd, for doing and performing the within named  
services and all services, in building and completing and carrying into  
affect this contract, for the hull and spars of the vessel herein named\_

The said Todd is to receive of the said John Smith the sum of two  
hundred dollars for his half part of said vessel as full compensation.  
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Date: 1847 and 1848

Description: Contract between John Smith and James L. Todd for the building of a vessel in Phippsburg, Maine.

is to furnish for said vessel, the copper, copper spikes and braces &c.  
Iron for the hull &c. Paints and oil, oakum, at cost & charges, in part pay  
for his half when the hull and spars are completed, finished and  
delivered. Also the said Smith agrees to pay for one half of all timber, plank  
and knees, and labour that shall be used in building and finishing  
the said vessel when they shall be due, excepting those to be furnished  
by said Todd herein named. It is also agreed by said Todd that the said  
John Smith shall have one to two eighths more of said vessel than the one half  
agreed upon in like manner, as he has the one half if he notifies the said  
Todd on or before the fifteenth day of July, eighteen hundred and forty eight.  
It is agreed and understood by the said Smith and Todd, that the said  
Smith is owner of one half of said timber and materials and vessel, and  
no person shall or can have a lien on said timber, materials or vessel without  
the consent of either party. The said Todd agrees to complete & finish the  
hull and spars of said vessel on or before the first day of September,  
eighteen hundred and forty eight, and deliver her at Bath. The said  
Todd agrees and will cause the said vessels hull and spars to be  
built and finished in a workman-like manner, in materials and  
workmanship, and to give his personal attention at all times in completing  
said vessel. It is further agreed between the said Smith and Todd  
that the vessel shall have two decks, lower hold to be twelve feet,  
and between decks six feet six inches, and the floor to be hard wood  
and her other timber shall be one third Hachmatack and two thirds  
white oak, and the upper deck-beams to be hard pine, to be jointed between  
decks with shrouded pine and knees of Hachmatack, all the timber to be of  
suitable bigness, the plank of the usual thickness for the vessel and to  
have sufficient thick work for a vessel of her dimensions. The said Todd  
agrees to purchase the timber and other materials that shall remain  
on hand at fair price, to be agreed upon between the said Smith and  
Todd. If they cannot agree, to leave it to three men that they shall  
choose, to say what they are worth to said Todd to put into a vessel.  
It is further agreed that the said Smith is in joint possession of  
the shipyard, where said vessel shall be built, with the said Todd  
for the consideration before named and if the said Todd

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Iron for the hull & c. Paints and oil, oakum, at cost and charges, in part pay  
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for the consideration before named and if the said Todd

fail on his part in completing said vessel the said John Smith is  
 herein authorized and empowered to take charge of said vessel,  
 materials,  
 yard and fixtures &c. — and to finish said vessels hull &c for one and  
 to receive a reasonable compensation for doing the same and to hold  
 said vessel, hull, spars and materials, for any and all su? that should  
 be due him or others, that has furnished materials or labour on said  
 vessel by my failing to fulfil the above contract and agreement, in  
 whole or part. It is further agreed between the said Smith and  
 Todd that if either party fail to pay their respective parts for  
 materials, labour &c. — The vessel and materials are hereby holden to  
 either party as surety in preference to any other conveyance whatever,  
 for the faithful performance and fulfillment of the above contract,  
 the said John Smith and James L. Todd bind themselves, their  
 heirs and administrators in the sum of one thousand dollars —

John Smith  
 James L. Todd

Bath\_ Dec 27 1847

I John Smith agree to changing  
 the Builders the Vessel named  
 in the Contract from the  
 late Village in Phipsburg to  
 Tarkens Head John Smith

Apr 4 1848  
 1848

fail on his part in completing said vessel the said John Smith is  
 herein authorized and empowered to take charge of said vessel,  
 materials,  
 yard and fixtures &c. — and to finish said vessels hull &c for one and  
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 the said John Smith and James L. Todd bind themselves, their  
 heirs and administrators in the sum of one thousand dollars\_

John Smith  
 James L. Todd

Witness\_  
 A. Kimball Jr.

Bath\_ Dem 27 1847

I John Smith agree to changing  
 the building the vessel named  
 in the contract from the  
 [??] [??] in Phipsburg to  
 [??] [??] John Smith  
 Apl 4 1848  
 1848

17-1821

77 Mrs. Blanche W. Hill

Agreement with  
John Smith  
Bath 30 March 1848

It is agreed by John Smith as agent of  
Wm O Moody in this vessel\_ to take on  
fourth part of said within named vessel  
John Smith, agent

It is agreed by John Smith as per Jacob Smith  
agreement with said John Smith that the  
said Jacob Smith is to, take 110 of said  
vessel as per within contract

Bath 30 March 1848 John Smith

8001 1848  
8081

It is appvd by John Smith as agent of  
Wm O Moody in this vessel\_ to take on  
Forth part of said within named vessel

John Smith, agent

It is appvd by John Smith as per Jacob Smith  
agreement with said John Smith that the  
said Jacob Smith is to, take 110 of said  
vessel as per within contract

Bath 30 March 1848 John Smith