

RAILWAY HISTORY

# Construction Contract For the UV 'Rail Road'

*[Note: The following is an original contract made for the construction of the Unadilla Valley Rail Road. It was written by hand along with some grammatical and spelling errors which have been retained in this transcription.]*

Whereas, certain persons residing at the city of Utica, N.Y. the Unadilla Valley and elsewhere: have executed subscription papers bearing the date of July 16, 1888 providing for the payment of certain sums of subscription to the capital stock of the Unadilla Valley RR Company, in the total amount of Fifty Thousand Dollars, \$4,000.00 of which sum was subscribed by the citizens of Columbus and vicinity.

And whereas, a company has been duly organized for the construction of said Rail Road under the above title. Therefore, in consideration of the agreement of said company, and the guaranty of the D.E. Culver Construction herein after named, we the undersigned:

F.J. Spurr, H.L. Tuttle, F.A. Page, F. Shawler and Iva N. Sweet, all of Columbus & vicinity hereby jointly covenant & agree to & with the said Utica & Unadilla Valley RR Co. (A.C. Couth consenting) that said sub- scriptions made by said citizens of Columbus & vicinity aforesaid in the said sum of \$4,000.00 shall be paid to said Rail Road Company on its order in installments of 25% of the amounts of the same at the time and times when the same shall become due and payable under the terms, requirements & conditions of said subscription paper modified however hereby as follows:

Viz. That the route on location of the survey map and profile there-in referred to may be modified & changed as may be deemed necessary on expedient by said company, but not so modified or changed so as to take to take it out of the Town of Columbus aforesaid —

2nd. That the said stock is to be issued or transferred to such subscribers shall not be delivered until 90 days after the completion & equipment of said road in full or as hereinafter stated except that such subscribers may demand & shall be entitled to receive on the payment of the last installment due from them respectively on such subscriptions the amount of stock subscribed for by them respectively — which stock so delivered shall be full paid and free from all liability for construction expenses in the lands of such transferred or at the option of such Columbus subscribers on each payment of 25% of such subscriptions, they shall be entitled to have placed in the hands of a designated depository of said guarantors of Income Bond for the amount paid in payable at the end of Twenty

Years and convertible into stock of said Company at the end of Ten Years. And thereafter at the option of the holder which bond or bonds shall bear interest equal to the dividen (d) or paid on the Capital Stock of said company. In consideration of which said Rail Road Company and said D.E. Culver Construction Company each and both undertake & agree to & with the said parties of the first part. That work upon the Construction of said Rail Road shall be commenced within ten days after this agreement shall be executed and delivered to said guarantor & like instrument of guaranty in like manner executed & delivered on behalf of the subscribers to \$50,000.00 by guarantors approved by Mr. D.E. Culver of & for said companies the retention of such instruments after receipt shall be deemed and approved of the same and such work shall be prosecuted with all due and reasonable diligence to completion. And said road be running its entire 20 miles within six months from such commencement unless prevented by unavoidable delays caused by the Elements, Strikes or legal obstructions in either of which cases the time of such obstruction shall not be counted & such work need not be prosecuted in frozen weather.

That in addition to the above mentioned requirements said Rail Road Company shall build a depot with proper sidings at or near the highway crossing West of Unadilla Forks at a cost & value of not less than \$500. And also a depot with proper sidings at New Berlin and another at Bridgewater at a cost value of not less than \$500 each provided said Company cannot make arrangements with the O&W Co, and & the D.L.&WRR Co. to use the depot belonging to said companies at New Berlin and Bridgewater respectively and construct a station where said R.R. shall cross the highway near Beaver Creek.

It is further provided that the equipment of said road shall not be less than —

- 1 new and suitable Engine
- 1 new and suitable Passenger Coach
- 1 new and suitable Combined Passenger Car & Baggage Car
- four new and suitable box cars,

And, two new and suitable platform cars

And this equipment shall be complete before the last installment above provided for shall be paid.

It is further provided that said road shall not be bonded for more than the sum of \$250,000.00.

In testimony whereof the parties have hereunto set their hand this 10th day of April 1889.

## *The Museum Gets Several Improvements*

DEAR FELLOW MEMBERS OF THE UVRS:

It has been a long and busy summer, and I feel we have put our museum into a right decent shape. Artifacts we have had in storage have been placed out on display, and some already displayed have been rearranged in a different context. Many displays have been better described on readable signage. Yet there is so much more that we should do. We shall continue to make improvements.

We have continued to make plans to build our 'house track.' People have been contacted to move the track we already have to the site by the depot. Two additional lengths have been acquired at a site up at Deansboro but

must be moved to our location before the owner of the property gets tired of waiting and does something else with them. More rails and ties will be needed to complete this project. But we shall accomplish the task before us.

Several weeks ago we were notified that our late brother "Tex" Delon Travers provided for our society in his estate. We are currently working through the paperwork necessary to receive the funds Tex wanted us to have. It takes time.

The feature article in this issue of the Pendragon is the contract drawn up between the Unadilla Valley Railway and the Township

of Columbus. It is typical, I am sure, of the contracts between this railroad and each of the other communities through which it would eventually run. I think you will find it interesting. It was provided to us by Pastor Ernest Clemens of the Columbus Quarter Baptist Church.

—YOUR CONDUCTOR, G.R.W.

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### **A Note to Contributors**

The Unadilla Valley Railway Museum & Society is a 501(c)3 tax-exempt organization chartered by the New York State Board of Regents.