

damage or expense arising from neglect or accident on the part of themselves or their men, and will protect the Board of County Commissioners against suit for infringement of any patent device which may be used.

Eleventh. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

Twelfth. The party of the first part, shall during the progress of the work maintain full insurance on said work in their own name and in the name of party of the second part against loss or damage by fire. The policies shall cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the parties hereto, as their interest may appear.

Thirteenth. This contract shall be binding upon the parties, their heirs, successors, executors administrators and assigns.

In Witness Whereof, they have executed the same by affixing their hands and seals this 23rd day of February, 1903.

(Signed).

J. C. Nails.

D. T. Hoskinson.

A. J. Parnell.

Party of the First Part.

Cuthbert & Targent.

James Cuthbert.

John Targent.

Party of the Second Part.

On motion Board adjourned.

attest

Geo. H. Long