

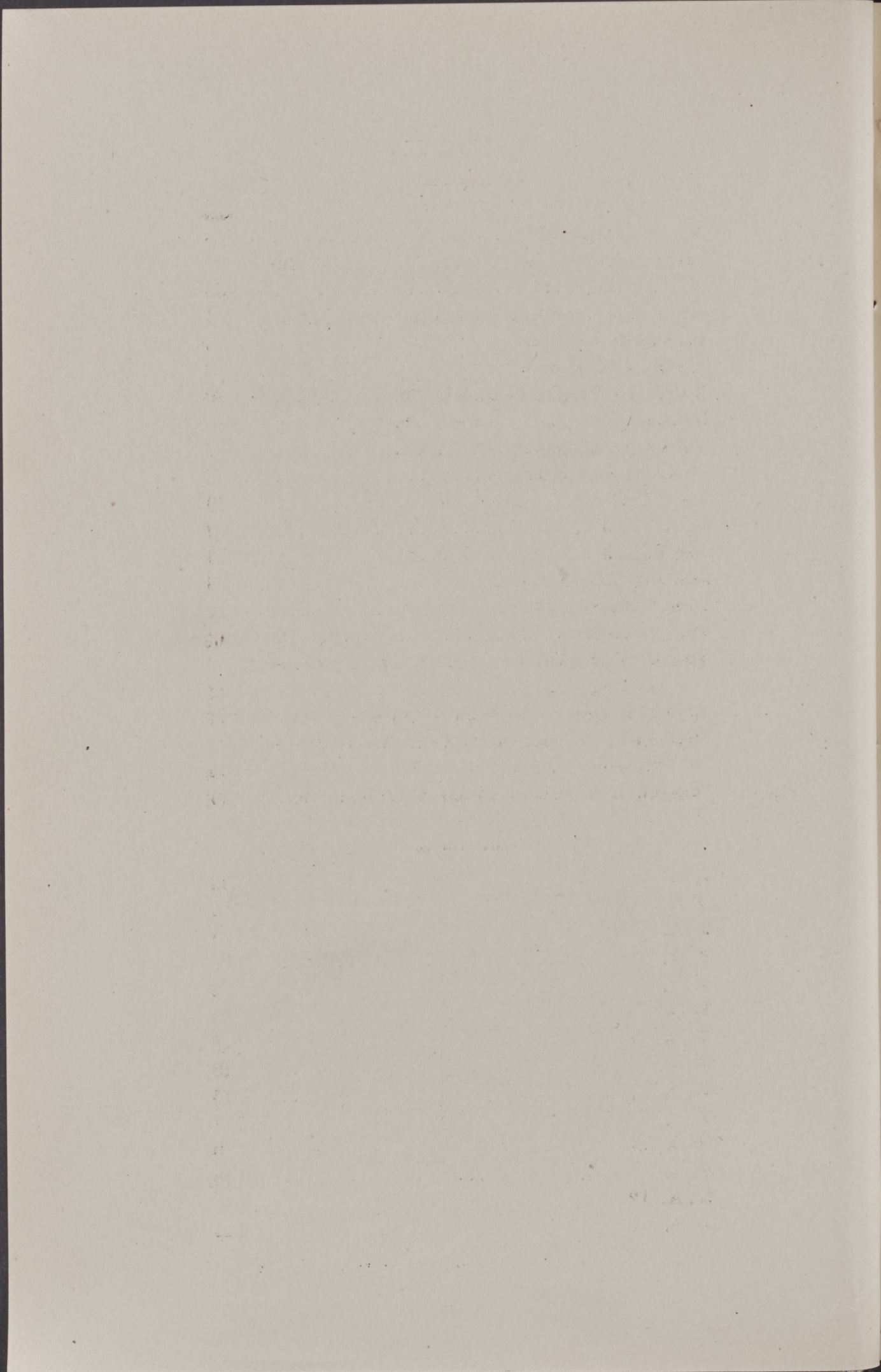
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## Bill of Complaint.

Filed August 30, 1921.

### In Chancery of New Jersey.

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To the Honorable, EDWIN ROBERT WALKER, Chancellor of the State of New Jersey.

Complainant, THE MORRIS COUNTY GOLF CLUB, a corporation of the State of New Jersey, respectfully shows:

1. That complainant is a corporation of the State of New Jersey, having been organized December 31st, 1895, under the General Corporation Act. 20

2. That in or about the month of September, 1919, complainant caused to be begun the construction of a Club House, situate on its property in the Township of Morris, in the County of Morris and State of New Jersey, and in pursuance thereof did make, execute and enter into a certain contract in writing, with Hegeman-Harris Co., Inc., a corporation of the State of New York, licensed to transact business in this State October 11th, 1919, in which 30 contract complainant was designated as the owner and said Hegeman-Harris Co., Inc., as contractor, wherein and whereby the said contractor, for and in consideration of the payment by complainant to said contractor of the total net cost to the contractor of all labor and materials furnished without sub-letting, plus the actual costs of materials purchased for the operation under the contract, as shown by the original invoices of said materials, 40

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after discounts, etc. had been deducted, plus the actual cost of labor as shown by the contractor's pay-rolls, plus the expenses incurred by the contractor for rental and operating costs of hoisting apparatus and swinging scaffolds, and for cartage, etc., plus the total amount of sub-contracts entered into by the contractor for the work and materials  
10 as approved, plus a profit to the contractor of \$10,000., with an upset price of \$140,000., according to the stipulation and agreements in said contract contained, agreed to provide all materials and perform all work for the Club House, as shown on the drawings and described in the specifications prepared by George B. Post & Sons, Architects, within six months from the date on which the said contractor was directed by the owner or architects to  
20 commence work, a true copy of which said contract is annexed hereto, marked Schedule I.

3. Said contract, or a duplicate thereof, bearing date August 29th, 1919, together with the specifications accompanying the same, or a copy thereof, and the plans of said building, were filed September 15th, 1919, in the office of the Clerk of the County of Morris, in which County said building is situate, before any materials were furnished or work done  
30 by the said Hegeman-Harris Co., Inc. toward the erection and construction of said building.

4. That after the execution of said contract in writing, and the filing of the same in the Clerk's Office, as aforesaid, the said Hegeman-Harris Co., Inc. began to furnish the materials for and perform work upon said building, both by themselves and, as complainant is informed, through sub-contractors, one of said contractors being Julius C. Raab,  
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trading as J. C. Raab Company; that as the work progressed, the complainant made various payments to the contractor under certificates of the architect, but held back, because of stop notices having been filed, the sum of \$1708.04 from said contractor; that said building was finally completed on or about March 2nd, 1921, when the architects issued their final certificate under the contract, showing a balance due of \$21339.80, which, with the sum of \$1708.04, withheld from prior certificates, left a total amount in the hands of complainant of \$23047.84, which said sum is now in complainant's possession as the balance remaining due upon the contract between complainant and Hegeman-Harris Co., Inc. 10

5. Complainant further shows that on or about the 14th day of August, 1920, James W. Ruthven, Administrator of the estate of James Ruthven, deceased, served upon complainant a notice pursuant to the third section of the Act of the Legislature of the State of New Jersey entitled "An Act to secure to mechanics and others payment for their labor and material in erecting any building (Revision of 1898)" as amended, therein and thereby notifying complainant that there was due to said administrator from J. C. Raab Company, a contractor under the general contractor, Hegeman-Harris Co., Inc., the sum of \$1552.74, for material and labor supplied, furnished, used and employed in the erecting and constructing of the said Club House building, and that the said James Ruthven and James W. Ruthven, as administrator, had demanded payment of the said contractor, and that payment had been refused, and that by said notice, the estate of James Ruthven, deceased, demanded that complainant re- 20 30 40

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tain the amount so due to him out of the money owing on the contract of said sub-contractor, or that might thereafter become due and owing under said contract, and pay the same to him, a copy of which notice is hereto annexed, marked Schedule No. II. and made a part hereof.

10 6. Complainant further shows that on or about the first day of October, 1920, the George A. Mills Woodworking Company served upon complainant, a notice, pursuant to the third section of the act aforesaid, therein and thereby notifying complainant that the said Hegeman-Harris Co., Inc. was justly indebted to George A. Mills Woodworking Company in the sum of \$1399.70, for material furnished by said George A. Mills Woodworking Company to Hegeman-Harris Co., Inc., and used in the  
20 erection of the said Club House building, and for work and labor done by said George A. Mills Woodworking Company for said Hegeman-Harris Co., Inc. in the erection of said Club House, and that the said George A. Mills Woodworking Company had demanded payment from the said Hegeman-Harris Co., Inc., of said sum of money so due and owing, and that payment had been refused, and that by said notice, George A. Mills Woodworking Company  
30 demanded that complainant retain the amount so due to it out of the money owing by complainant to the said Hegeman-Harris Co., Inc., or that might thereafter become due and owing under said contract, and pay the same to said George A. Mills Woodworking Company, a copy of which notice is hereto annexed, marked Schedule No. III. and made a part hereof.

7. Complainant further shows that on or about  
40 the 23rd day of October, 1920, Green & Pierson,

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Inc., a corporation of the State of New Jersey, served upon complainant a notice, pursuant to the third section of the act aforesaid, therein and thereby notifying complainant that J. C. Raab, doing business under the firm name and style of J. C. Raab Company, sub-contractor under the said Hegeman-Harris Co., Inc., was justly indebted to Green & Pierson, Inc., in the sum of \$1923.30, with 10 interest, for materials furnished by Green & Pierson, Inc. to said Raab and used in the erection of the said Club building, and that the said Green & Pierson, Inc. had demanded payment from the said J. C. Raab of the said sum of money, and that payment had been refused, and that by said notice, the said Green & Pierson, Inc. demanded that complainant retain the amount so due to them out of the money owing by complainant on said contract 20 with the said Hegeman-Harris Co., Inc., or might thereafter become due and owing under said contract, and pay the same to them, a copy of which notice is hereto annexed, marked Schedule No. IV. and made a part hereof.

8. Complainant further shows that on or about the 3rd day of August, 1920, The George A. Mills Woodworking Company served upon complainant a notice, pursuant to the third section of the Act 30 aforesaid, therein and thereby notifying the complainant that J. C. Raab Company, contractor under Hegeman-Harris Co., Inc. was justly indebted to The George A. Mills Woodworking Company in the sum of \$4497.51, for material furnished by it to said J. C. Raab Company and used in the erection of the said Club House, and that the said The George A. Mills Woodworking Company had demanded payment of the said J. C. Raab Company 40

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of said sum of money, and that payment had been refused, and that by said notice, The George A. Mills Woodworking Company demanded that complainant retain the amount so found due to it out of the money owing by complainant to the said Hegeman-Harris Co., Inc. on their contract, or that might thereafter become due and owing under  
10 said contract, and to pay the same to said George A. Mills Woodworking Company, a copy of which notice is hereto annexed and marked Schedule No. V. and made a part hereof.

9. Complainant further shows that it is informed and verily believes that Julius C. Raab, trading as J. C. Raab Company, was sub-contractor under Hegeman-Harris Co., Inc. and performed work and  
20 labor and furnished materials to the said Hegeman-Harris Co., Inc., which were used in the erection and construction of said Club House; that said contract between Hegeman-Harris Co., Inc. and J. C. Raab Company was not filed in the Clerk's Office of Morris County, and complainant has no knowledge of its contents, but is informed that the work to be done and materials furnished by said J. C. Raab Company aggregated a large sum of money; complainant is informed and verily be-  
30 lieves that said Julius C. Raab, trading as J. C. Raab Company, claims a large sum of money from said Hegeman-Harris Co., Inc., the exact amount of which is unknown to complainant, which the said Hegeman-Harris Co., Inc. has refused to pay, and said Julius C. Raab, trading as J. C. Raab Company, claims that said moneys so alleged to be due them should be paid by complainant out of the moneys in complainant's hands due and  
40 owing by complainant on its contract with said

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Hegeman-Harris Co., Inc. before any of said money is paid to said Hegeman-Harris Co., Inc.

10. The said Julius C. Raab has been declared a voluntary bankrupt by a petition filed April 18th, 1921, and William S. Stuhr has been appointed Trustee in Bankruptcy of his property and estate, and in the bankruptcy proceedings it has appeared 10 that the said Julius C. Raab claims there is due and owing to him from Hegeman-Harris Co., Inc. the sum of over \$9,000. for services performed on the Morris County Golf Club.

11. Complainant further shows that some of the claimants claim that the persons or corporations who filed and served the aforesaid notices demanding payment for labor performed, did not, in fact, perform any labor upon said Club building, or if 20 they did perform labor, it was not so much as claimed in the aforesaid notices, and accordingly claim that they are not entitled to any part of the fund remaining in the hands of complainant for distribution, or at least as much as claimed in said notices; that some of said claimants insist that some of the notices filed and served, as aforesaid, do not comply with the requirements of the act aforesaid, and accordingly that the claimants 30 thereunder are not entitled to receive any part of the fund remaining in the hands of complainant for distribution; that some of said claimants insist that much of the material referred to in the aforesaid notices was not in fact furnished toward the erection and construction of said Club building, and accordingly that some of the claims made in the aforesaid notices should either be reduced or ignored and disallowed, and the claimants there- 40

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under not paid any part of the fund in the hands of complainant for distribution; that Hegeman-Harris Co., Inc. claims that all of the money due and owing by complainant should be paid to them under their contract, and that no other persons, firm or corporation is entitled to or should be paid any part thereof, and that no claimant who performed labor or furnished materials to Julius C. Raab, trading as J. C. Raab Company, is entitled to receive any part of said money because they claim there is no money due the said Julius C. Raab, trading as J. C. Raab Company, under its contract with Hegeman-Harris Co., Inc., and accordingly that none of the claimants should be paid any money, and that Julius C. Raab, trading as J. C. Raab Company, should not be paid any of the money so due and owing by complainant; that Julius C. Raab, trading as J. C. Raab Company, claims a large part of the money due and owing by complainant, and accordingly that it should not all be paid to Hegeman-Harris Co., Inc.; that William S. Stuhr, Trustee in Bankruptcy of Julius C. Raab, claims that a large sum of money due and owing from Hegeman-Harris Co., Inc. to Julius C. Raab, should be paid to him as such Trustee.

12. Complainant further shows that it is unable to determine, by reason of the various conflicting claims, as hereinbefore set forth, which are made by the respective defendants herein, to whom of right the balance due upon said contract now in the hands of complainant, belongs; that it has always been willing and is yet willing and ready to pay the balance of such money due upon the said contract, to such persons, firms or corporations as are lawfully entitled to receive the same,

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or to whom it could be paid with safety, and hereby offers to pay the same into this Honorable Court.

13. Complainant further shows that it does not in any respect collude with any of the said parties defendant touching the matters in this cause, and that it has not been indemnified by the said defend- 10  
ants, or any or either of them, but brings this suit of its own free will to avoid being molested and injured touching the matters contained in this bill.

14. Complainant has no adequate remedy at law, but only in this Court, and to the end that the said defendants may answer this bill and interplead and settle their right to the said sum of money, and that complainant may be at liberty to pay 20  
the said sum of money into this Court, and that complainant, upon payment into this Court of such amount, to wit, \$23047.84, and procuring said defendants to interplead according to law and the practice of this Court, may be decreed to be discharged from all liabilities to such defendants in the premises, and may have all their costs therein.

Complainant therefore prays:

30

1. That Hegeman-Harris Co., Inc., James W. Ruthven, Administrator of James Ruthven, deceased, Green & Pierson, Inc., The George A. Mills Woodworking Company, Julius C. Raab, trading as J. C. Raab Company, and William S. Stuhr, Trustee in Bankruptcy of Julius C. Raab, a bankrupt, who are the defendants to this suit, may answer this bill of complaint and each statement therein made.

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Bill of Complaint.

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2. That the said defendants may interplead and settle their rights to the said sum of \$23047.84, being the sum of money due and owing by complainant on its contract with Hegeman-Harris Co., Inc.

3. That complainant may be at liberty to pay  
10 the said sum of money into this Court; that complainant, upon payment into court of said amount and procuring said defendants to interplead, may be decreed to be discharged from all liability to such defendants, and may have its costs therein.

4. That a writ of subpoena may issue commanding said defendants, and each of them, to answer this bill of complaint and to abide by such decree  
20 as this court may make in the premises.

KING & VOGT,  
Solicitors for and of counsel  
with complainant.

## Bill of Complaint.

STATE OF NEW JERSEY, }  
 County of Morris. } ss:

P. H. B. FRELINGHUYSEN, of full age, being duly sworn according to law, says, that he is Secretary of The Morris County Golf Club, complainant, and that by reason of his office, he is conversant with the affairs of said corporation; that he has read the above bill of complaint and knows the contents thereof, and that the same are true of his own knowledge, except as to the matters that are therein stated to be on information and belief, and as to those matters he believes them to be true. Deponent further says that the complainant has exhibited its bill of interpleader against the defendants in the above stated cause, without any fraud or collusion between complainant and the said defendants, but merely of its own accord for relief from this court, and that said bill is not exhibited at the request of the said defendants, or of any or either of them, and that the complainant is not indemnified by the said defendants or by any or either of them, and further, that the complainant has exhibited said bill with no other intent but to avoid being sued or molested by the said defendants touching the matters contained in said bill.

P. H. B. FRELINGHUYSEN 30

Sworn and subscribed to be- }  
 fore me this 29th day of }  
 August, A. D. 1921. }

WALTER B. WOOD

Master in Chancery of New Jersey. 40

Bill of Complaint—Schedule No. I.

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**Schedule No. I.**

THIS AGREEMENT made this twenty-ninth day of August, in the year Nineteen Hundred and Nineteen, between HEGEMAN-HARRIS COMPANY, INC., of New York City, hereinafter called the Contractor, and the MORRIS COUNTY GOLF CLUB of Convent Station, New Jersey, hereinafter called the Owner.

10 WITNESSETH THAT the Contractor and the Owner for the consideration hereinafter named, mutually agree as follows:—

1. The Contractor shall provide all materials and perform all the work shown on the drawings and described in the specification, as modified by Article 63, for the Club House at Convent Station, New Jersey, all in strict accordance with the before mentioned drawings and specifications as prepared by Geo. B. Post & Sons, Architects, 101 Park Ave., New York City, hereinafter called the Architects, which said drawings and specifications are hereby made a part of this contract and shall be signed by both parties.

TIME OF COMPLETION:

2. The Contractor shall completely finish and deliver to the Owner, all the work shown on the drawings and described in the specifications, complete and ready for use within six months from the date on which he is directed by the Owner or the Architects to commence work.

3. If delays should be unavoidably occasioned to the Contractor by strikes or lockouts, in no wise caused by or resulting from fault or collusion on the part of the Contractor, or by lightning, earth-

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quakes, cyclone or fire, or any act or omission of the Owner or the Architects, or any contractor employed directly by the Owner or by changes in the work, the time so actually and unavoidably lost to the Contractor shall be added to the time stipulated for the performance of this contract, provided notice of the occurrence of such cause is given to the Architects within five days of the happening 10 thereof. The decision of the Architects as to the fact and time of all delays, shall be binding on all parties subject to arbitration as hereinafter provided.

PAYMENTS.

4. Payments will be made only on the certificates of the Architects.

20

5. It is hereby mutually agreed between the parties hereto that the amounts to be paid by the Owner to the Contractor shall be—

The total net cost to the Contractor of all labor and materials furnished without sub-letting.

The actual costs of materials purchased for this operation as shown by the original invoices of said materials, after all discounts, commissions, rebates, salvage, etc., have been deducted. 30

The actual cost of labor as shown by the Contractor's payrolls, which payrolls shall include the Resident Superintendent, foreman, masons, laborers, timekeepers, watchman and such other employees as shall be necessary for the proper handling of the work at the building.

The expenses incurred by the Contractor for the rental and operating costs of hoisting apparatus and swinging scaffolds, and for the cartage to and 40

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from the site of all materials, tools, scaffolding, supplies, etc., telegraph service, premiums on insurance policies, which policies will be executed in the name of the Owner and of the Contractor, covering liability under the Workman's Compensation Law, Employers' Liability and Public Liability, with limits of \$10,000. and \$20,000. and for all permits required in connection with this contract.

The total amount of subcontracts entered into by the Contractor for the work and materials as approved, with the understanding that the Contractor may sublet all the work with the exception of Masonry work and possibly the Carpenter work.

A profit to the Contractor of Ten Thousand Dollars (\$10,000.) it being understood that no allowance is to be made the Contractor for ordinary office facilities contracted by him, that is, for book-keeping, rent, clerk hire, etc., except where located at the premises.

6. It is mutually agreed that the upset price for the Club House, including the interior work, exclusive of the Contractor's profit, is One Hundred and Forty Thousand Dollars (\$140,000.) with the understanding that any saving that can be made in the cost of the building is to be equally divided between the Owner and the Contractor. In case the cost of the building exceeds \$140,000., one-half of such increase is to be borne by the Owner and one-half by the Contractor. The total amount of the increased cost to be borne by the Contractor will however be limited to one-half of his profit, or \$5,000.

7. On or about the first of each month the contractor is to render a detailed statement to the

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Architect of the cost of the work erected and materials furnished on the ground, and the Owner is to make payment to the Contractor upon the receipt of the Architects' certificate as follows:

8. For all work performed directly by the Contractor the full amount expended by him.

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9. For all work subcontracted by the Contractor, eighty-five percent (85%) of the cost of such materials delivered and labor performed, the remaining 15% to be paid when each subcontractor's work has been approved and accepted by the Architect.

10. When the building is one half completed, one-half of the Contractor's profit, or \$5,000. is to be paid to the Contractor, the balance when the building has been completed and all accounts audited.

11. Schedule in detail giving the subdivisions of each sub-contractor's contract shall be furnished to the Architects, which schedule shall be the basis for all payments on account of the contract. Certificates will not be issued until such schedule has been submitted to and approved by the architect.

12. No extra work shall be allowed unless ordered as such by the Architects, in writing, and all claims for extra work or additional materials giving an itemized estimate of the cost thereof, shall be made in writing to the architects within thirty days of the receipt of the drawings or order for the work which is claimed to be an extra, and failing to submit such estimate within the time required, the rights of the contractor shall be deemed to have been waived and forfeited.

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13. The Architects in their judgment may withhold any certificate in case the work is not in strict conformity with the drawings and specifications, until defective work has been removed and replaced with work which does so conform, to the satisfaction of the Architects.

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14. Any certificate given or payments made on account of the contract shall not act as an acceptance of any materials or work which may subsequently be found to be defective by reason of existing defects at the time of such certificate is given or payment made, or defects arising from accidental injury or otherwise, until the completion of the contract.

20

15. It is understood and agreed that the books and vouchers of the contractor shall at all reasonable times be open to the inspection of the owner, or his representative, and that the contractor shall, in making all requisitions under this contract, excepting the first requisition, submit the previous month's bills accompanied by all vouchers and bills of all subcontractors, or other persons for labor, materials, implements, tools, scaffolding and other appurtenances, required to properly execute the work called for by the plans and specifications, except receipts for labor in connection with masonry and carpentry work, for which the Contractor will submit his weekly payroll to the Architect, which bills will show, and all discounts that may be allowed thereon, and in case any errors shall be found in such bills, the contractor will reimburse the owner for the amount thereof and make good any such error.

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16. The Owner shall, during the progress of the work, maintain insurance on the same against loss or damage by fire, the policies to cover all work incorporated in the building and all materials for same in or about the premises, and to be made payable to the parties hereto as their interest may appear. On or about the first of each month the contractor is to notify the owner by letter accompanying his statement referred to in Article 15, as to the value of labor and materials furnished in connection with the work, and the Owner is to cause the issuance of that amount for that month and until such time as notified by the Contractor. 10

17. The Contractor guarantees that no mechanics lien or claim shall at any time be made or filed by any employee of his, or any subcontractor, or employee of said subcontractor, or material man, or by any other person, for any work done or materials furnished in connection with said building, and agrees that if any such lien or claim is filed against the Owner of the premises, the Contractor will immediately satisfy the same or procure the same to be released or discharged. The Contractor further agrees that if at any time there should be evidence of any lien or claim for which, if established, the Owner might become liable, and which is chargeable to the Contractor, or any subcontractor, or if any lien or claim to be filed or made, unless the same be immediately satisfied and discharged by the Contractor, the Owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify him against such lien, or claim, and all costs in connection therewith. 30 40

Bill of Complaint—Schedule No. I.

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18. If any lien or claim remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim on said premises, including all costs and expenses.

## 10 CONTRACTOR.

19. The Contractor shall give his personal supervision to the execution of the work, shall see that the contract drawings are fully and faithfully carried out by all of his sub-contractors, material men and workmen at all times, and that the work is prosecuted with diligence and that all materials are provided promptly and of sufficient quality so as to not delay the progress of the work.

20

20. The Contractor shall provide all such clerical and professional help as may be necessary for the faithful and diligent performance of the work of this contract.

30

21. The Contractor shall employ at his own expense, a competent superintendent who shall be satisfactory to the Architects and who shall be at the buildings at all times while work is being done.

22. The Contractor shall employ a sufficient number of watchmen to protect the work at night, and at all times when no work is being done.

23. The Contractor shall provide and maintain at the building, a temporary office and public telephone for the use of all his sub-contractors and his superintendent. Copies of all drawings, specifications, etc., shall be kept on file at this office. A

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Bill of Complaint—Schedule No. I.

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separate room at not less than 8' x 10' containing a table 4' x 10', with one large drawer shall be provided for the use of the Architects' representative.

24. The Contractor shall procure and pay for the general permit for the erection of the building, permit for the sidewalk area, vaults, marquise etc.,<sup>10</sup> if any, and permits for opening streets and for the use of public property.

25. The Contractor shall provide all necessary facilities for the installation of the work of this contract, and shall provide all necessary elevator hoists, power, light, water, heat and school sinks.

26. The Contractor shall provide, operate and maintain elevators, necessary enclosures, guides,<sup>20</sup> railings, etc., and power for hoisting materials and tools for all trades, in the various sections of this contract. Each sub-contractor shall do all handling of his materials and tools.

27. The Contractor shall provide all necessary power for running derricks, special machinery, etc., that may be required by the various sub-contractors. Each sub-contractor shall provide the necessary labor to operate the same.<sup>30</sup>

28. The Contractor shall provide such artificial light as may be required in all parts of the building which are not sufficiently lighted by natural means; the light shall be adequate to enable all Contractors to properly install their work.

29. The Contractor shall provide and maintain all necessary water on each floor for the use of all Contractors requiring the same.<sup>40</sup>

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30. The Contractor shall close in the building and provide temporary heat when required, to maintain a temperature of not less than sixty degrees Fahrenheit during working hours, and forty degrees Fahrenheit at all other times.

31. The Contractor shall be solely responsible  
10 for any delay in the progress of any part of the work, and for any damage to any part of the work caused by his failure to provide sufficient heat when needed.

32. The Contractor shall remove from the premises all rubbish and refuse materials as fast as they accumulate.

33. The Contractor shall provide and maintain  
20 suitable and adequate sanitary conveniences, with suitable enclosures, with doors and drinking water for the workmen.

34. On the completion of the building the Contractor shall thoroughly clean the entire premises, remove all tools, appliances, rubbish, refuse, materials, etc., wash the windows inside and out, clean the floors and wash them, if so directed, clean all plaster tile and marble work, machinery,  
30 plumbing fixtures, trim, etc., and leave the entire premises in a thoroughly clean condition ready for occupancy and use.

35. The Contractor shall be responsible for and shall repair or cause to be repaired to the satisfaction of the Architects any damage to adjoining property public and private, or to any part of the building or its contents, or to the work of any  
40 other contractor or sub-contractors, from any

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cause whatever during the progress of the work of this contract and without cost to the Owner.

36. The Contractor shall lay out the general outside lines of the building and shall establish and maintain datum lines and floor levels, etc., on each floor in accordance with drawings and surveys furnished by the Architects, and shall be responsible 10 for any errors in the work arising from inaccuracies (not caused by errors in the drawings and survey) and shall check the layouts of all his sub-contractors.

37. The Contractor shall indemnify and save harmless the Owner of and from any and all claims and demands which may be made by reason of any injury or damage suffered or sustained by any 20 person or corporation, caused by or alleged to have been caused by any act or omission of the Contractor or his agents, servants, workmen, employees or sub-contractors, in the course of the performance of the work and for any injury or damage suffered or sustained by any such agents, workmen, servants, employees or sub-contractors, however, caused in or about said building, and for any liability of the Contractor or the Owner under the provision of the Employers' Liability Act, or as 30 the same may at any time hereafter be modified or amended, and the CONTRACTOR, at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the Owner on any such claim or demand, and pay and satisfy any judgment that may be rendered against the Owner in any such action, suit or other legal proceedings, or result thereof.

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38. Until the final completion and acceptance of his work by the Architects, the Contractor shall be liable for all materials, plant, etc., used and employed in the work of this entire contract, and for any loss or damage to the same from any cause whatsoever, except for loss by or damage by fire of work actually performed or materials upon the  
10 premises.

39. The Contractor shall provide liability insurance for his own account, and also covering the liability of the Owner, of a sufficient amount to cover any loss that may become due from injury caused by or in connection with the operation covered by this contract.

40. The Contractor shall not place any signs or  
20 advertisements on any part of the premises or allow any sub-contractors to do so without the consent of the Owner.

41. The Contractor shall not let or assign or transfer this contract or any interest therein without the written consent of the Owner.

42. The Contractor may himself do such parts  
30 of the work as he is qualified himself to execute properly, in which case he shall be subject to and comply with all the requirements of the drawings and the general conditions and specifications for the said work or works.

43. The Contractor shall sublet all other works to sub-contractors satisfactory to the Architects. All sub-contractors shall be subject to the requirements of the drawings and the general conditions  
40 and the specifications for the several works.

Bill of Complaint—Schedule No. I.

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44. The Contractor shall be responsible for any and all work of his sub-contractors, shall supervise their work and where they come together or interfere with each other shall make all adjustments between them, so that the progress of the work will not be delayed.

45. The Contractor shall settle any and all disputes which may arise between the various sub-contractors, shall be responsible for all errors in the work of the various subcontractors and shall correct the same or cause the same to be corrected. In case such error affects the work of other sub-contractors, the Contractor shall make all necessary adjustment between the parties affected and without cost to the Owner. 10

46. The Contractor shall receive all drawings, orders, details, letters, etc., which may be issued by the Architects, and shall transmit the same to the several subcontractors whose work is affected thereby, without delay. 20

47. He shall be responsible for all errors or delay in the work arising from delay in transmitting such drawings, details, letters, orders, etc., to the various sub-contractors. 30

48. The Contractor shall receive all correspondence, etc., from various sub-contractors, and shall take the necessary action thereon. In case such action affects the work as shown or specified, the Contractor shall send copies of all letters and the answers thereto, to the Architects. Only such letters as the Contractor is not competent to answer shall be submitted to the Architects for action. 40

Bill of Complaint—Schedule No. I.

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49. The Contractor shall procure from the various subcontractors, all shop drawings, submit the same to the Architects for approval, and return same to the sub-contractors. The contractor shall carefully examine the shop drawings and shall not submit to the Architects, drawings which are manifestly incorrect.

10 50. The Contractor shall procure from the various subcontractors all samples required by the Architects, and submit the same to the Architects for approval.

51. The Contractor shall procure from the various subcontractors, all the guarantees called for in the Special specifications; and transmit them to the Architects. The Contractor will be held re-  
20 sponsible for all the said guarantees and shall himself fulfill or cause to be fulfilled all guarantees.

52. All contracts between the Contractor and the subcontractors shall be in strict accordance with the terms of this contract. Clauses inconsistent with the terms of this contract will not be considered as binding on the Owner.

53. The Contractor shall furnish if requested by  
50 the Owner at the Owner's expense, a bond satisfactory to him, in such amount as the Owner may request.

## ARCHITECTS.

54. The Architects shall be the interpreters of the true intent of the drawings and specifications and of the quality of all materials and work, and their decisions shall be final and binding on all  
40 parties.

Bill of Complaint—Schedule No. I.

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55. The architects and the owner or their authorized representative shall have the right to visit and inspect the work of this contract, and of any and all subcontracts and any part thereof and at all times and places during the progress of the same. All contractors shall provide proper, sufficient and safe facilities for such inspection. All work condemned by the Architects shall be removed 10 and replaced with satisfactory work without extra charge.

56. Wherever in this specification the words "equally good" or "equal to" or "approved" or their equivalent are used, they shall be construed to mean equal in the opinion of or approved by the Architects, and their decision shall be final and binding on all parties.

20

## OWNERS.

57. The owner, through the architect, shall reserve the right to suspend at any time the whole or any part of the work contracted to be done, extending the time for the completion of the work for a period equal to the period of such suspension, and making proper compensation for the losses incurred due to such suspension.

30

58. The Owner may through the Architects, require to be made, any alteration in or addition to, or *devistion* or omission from the work at any time during the progress of the same without annulling or invalidating the contract.

59. Should any contractor neglect or refuse to carry on the work of this contract or any part thereof, the Owner through the Architects shall 40

Bill of Complaint—Schedule No. I.

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have the power to give notice in writing to the contractors requiring that the work be proceeded with in a responsible manner and with reasonable dispatch. If the Contractor shall fail for three days after the receipt of this notice to proceed with the work as herein prescribed, the Owner shall be at liberty to employ other parties to do the work and  
10 deduct the cost thereof from any money then due or thereafter to become due to the Contractor under his contract.

## ARBITRATION.

60. All questions in dispute under this agreement shall be submitted to arbitration at the choice of either party. The general procedure shall conform to the laws of the State in which the work is to be  
20 erected, and wherever permitted by law the decision of the arbitrators may be filed in this Court to carry into effect.

61. The parties may agree upon one arbitrator; otherwise there shall be three, one named in writing by each party and the third chosen by these two arbitrators, or if they fail to select a third within ten days he shall be chosen by the presiding officer of the Bar Association nearest to the locality of the  
30 work. Should the party demanding arbitration fail to name an arbitrator within ten days of his demand, his right to arbitration shall lapse. Should the other party fail to choose an arbitrator within said ten days, then such presiding officer shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrator with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed *ex*  
40 *parte*.

Bill of Complaint—Schedule No. I.

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62. If there be one arbitrator, his decision shall be binding; if three the decision of any two shall be binding and such decision shall be a condition precedent to any right of legal action. The arbitrators shall fix their own compensation unless otherwise provided by agreement and shall assess the costs and charges of the arbitration upon either or both parties. The award of the arbitrators must be 10 in writing, and if in writing shall not be open to objection on account of the form of the proceedings or the award.

DEDUCTIONS.

63. It is agreed that the following deductions are accepted and are hereby made a part of this contract as below stated, and the cost thereof is embodied in the contract price hereinbefore stated. 20

Removal of sod.....	\$ 500	
Removal of top soil.....	300	
Substituting concrete joist and well done construction in place of tile arch concrete slab and steel construction specified....	3100	
Substituting 2" of nail code in place of cinder fill, sleepers and underflooring.....	500	
Omitting a portion of the concrete walls of trenches, porches and terraces, and substituting piers for the porches and terraces, and omitting forms for concrete walls below present grade.....	3300	30
Substituting terra cotta blocks in walls, reinforces, in place of brick.....	3000	
Omitting wash basins in servant's rooms on third floor, and adding one addition basin in main toilet, third floor.....	700	
Substituting tonquin metal for copper.....	1100	40

Bill of Complaint—Schedule No. I.

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	Substituting enameled iron bath tubs for porcelain bath tubs.....	250
	Omitting trunk lift and dumbwaiters.....	900
	Substituting commercial variegated slate satisfactory to the Architects in place of that specified.....	2100
10	Omitting a portion of the electric outlets....	100
	Substituting one pipe steam system with one boiler in place of the system specified....	2000
	Amount for contingencies.....	2280

64. Any other savings effected by changes in the plans or specifications, or in the above deductions, shall be credited to the Owner, and any increases by changes in the plans or specifications or in the above deductions will be credited to the Contractor.

20

PLANT.

65. All materials purchased, such as scaffolding, planks, tools, etc., which are in good condition at the end of the job, are to be valued to the satisfaction of the architect and a credit therefor deducted from the final certificate. Such materials to then become the property of the Contractor.

30 66. The Contractor will institute and diligently prosecute all actions at law or in equity against delinquent subcontractors or material men, and will use all diligence in defending any actions brought against the Owner by sub-contractors or material men in connection with this contract, as may be necessary. The cost of any such legal action is to be charged to the cost of the work; excepting liens or claims unsatisfied after all payments are made.

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Bill of Complaint—Schedule No. II.

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67. The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants and agreements herein contained.

68. In Witness Whereof, the Contractor and the Owner have hereunto set their hands and seals, the day and year first above written.

HEGEMAN-HARRIS COMPANY, INC. 10

(SEAL) JOHN HEGEMAN,  
President.

In the presence of

G. C. DERICK,

Secty. (SEAL)

MORRIS COUNTY GOLF CLUB

WYNANT D. VANDERPOOL,

Pres.

(SEAL)

(SEAL)

20

Attest,

P. H. B. FRELINGHUYSEN,  
Secretary.

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**Schedule No. II.**

TO THE MORRIS COUNTY GOLF CLUB, Owner, and  
HEGEMAN-HARRIS Co., Master Workmen and 30  
General Contractor:—

You are hereby notified that there is due to me, as the Administrator of the Estate of James Ruthven, deceased, from J. C. Raab Co., a contractor under said general contractor, the sum of \$1552.74, the same being for material and labor supplied, furnished, used and employed in the erecting and constructing of a new building known as the Club House, at Convent, Morris County, 40

Bill of Complaint—Schedule No. III.

New Jersey: That the said James Ruthven and myself, as administrator of his estate, have both demanded payment of the said contractor and he has refused to pay both the said James Ruthven and myself as said administrator; and I therefore notify you and each of you to retain the amount so due and claimed herein and hereby out of the amount owing on the contract of said sub-contractor, or that may hereafter become due on said contract for labor or material used in the erection of said building and to pay the same to me.

Dated August 4, 1920.

JAMES W. RUTHVEN, Administrator.

Service of a copy of the above notice acknowledged August 14, 1920.

MORRIS COUNTY GOLF CLUB,  
By  
WALTER B. WOOD,  
Treas'r.

August 1920.

HEGEMAN-HARRIS Co.  
By

.....

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**Schedule No. III.**

To MORRIS COUNTY GOLF CLUB, owner; and HEGEMAN HARRIS COMPANY, INCORPORATED, master workman or contractor.

You are hereby notified that, you, said Hegeman Harris Company, Incorporated, master workman or contractor, are justly indebted to us in the sum of One thousand three hundred ninety-nine Dollars and seventy cents (1399.70) for material furnished

## Bill of Complaint—Schedule No. III.

by us to said Hegeman Harris Company, Incorporated, master workman or contractor, and used in the erection of a hollow tile and stucco, slate roof club house, erected or being erected for you, said Morris County Golf Club, on the land owned by you, said Morris County Golf Club, and situate on the West side of Punch Bowl Road in the Township of Morris, Morris County, New Jersey, and for work and labor done by us for said Hegeman Harris Company, Incorporated, master workman or contractor, in the erection of said club house, being the building now under construction for you, said Morris County Golf Club, pursuant to a written contract made between you, said Morris County Golf Club, and the said Hegeman Harris Company, Incorporated, master workman or contractor, and on file in the Morris County Clerk's Office. Filed September 15, 1919, the file number of said contract being 47; and you are further notified that we have demanded payment from the said Hegeman Harris Company, Incorporated, master workman or contractor, of the said sum of money so due and owing to us as aforesaid, and that they have refused to pay the same or any part thereof; and you are therefore required to retain the amount so due and claimed by us out of the amount owing by you on said contract, or that may hereafter become due and owing from you on said contract, and on being satisfied of the correctness of our demand to pay the same to me.

THE GEORGE A. MILLS WOOD WORKING CO.

By GEORGE A. MILLS

(SEAL)

President.

Attest: HARVEY L. MILLS

Secretary.

Dated Morristown, N. J.

September 29th, 1920.

Bill of Complaint—Schedule No. IV.

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**Schedule No. IV.**

TO MORRIS COUNTY GOLF CLUB, Owner.

10 YOU ARE HEREBY NOTIFIED, that J. C. Raab, doing  
business under the firm name and style of J. C.  
Raab Company, sub-contractor under the general  
contractor Hegeman-Harris Company, Inc., is justly  
indebted to this Company in the sum of One Thou-  
sand Nine Hundred and Twenty-Three Dollars and  
Thirty Cents (\$1923.30), with interest from June  
25th, 1920 for materials furnished by this Com-  
pany to him and used in the erection of the three  
story stucco club house being erected on the land  
owned by you and situated in the Township of  
Morris, in the County of Morris and State of New  
20 Jersey, near Convent Station, New Jersey, pur-  
suant to the written contract made between you  
and Hegeman-Harris Company, Inc., and on file  
in the office of the Clerk of the County of Morris;  
and you are further notified, that we have de-  
manded payment from the said J. C. Raab, of the  
said sum of money, so due and owing to us, and  
that he has refused to pay the same or any part  
thereof, and you are, therefore required to retain  
30 the said sum of money out of the amount owing by  
you on said contract, or that may hereafter become  
due and owing from you to said contractor, and  
pay the same to us.

Dated October 23rd, 1920.

GREEN &amp; PIERSON, INC.,

By

DAVID T. PIERSON,

President.

Bill of Complaint—Schedule No. V.

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**Schedule No. V.**

To MORRIS COUNTY GOLF CLUB, owner; and HEGEMAN-HARRIS COMPANY, INCORPORATED, master workmen or contractor.

YOU ARE HEREBY NOTIFIED that, J. C. Raab Company, contractor under said Hegeman Harris Company, Incorporated, master workman or contractor, is justly indebted to us in the sum of Four Thousand Four Hundred Ninety-seven Dollars and Fifty-one Cents (\$4497.51) for material furnished by us to said J. C. Raab Company, contractor under said Hegeman Harris Company, Incorporated, master workman or contractor, and used in the erection of a hollow tile and stucco, slate roof club house, erected or being erected for you on the land owned by you, Morris County Golf Club, and situate on the West side of Punch Bowl Road in the Township of Morris, Morris County, New Jersey, being the building now under construction for you, Morris County Golf Club, pursuant to a written contract made between you and the said Hegeman Harris Company, Incorporated, master workman or contractor, and on file in the Morris County Clerk's Office, Filed September 15, 1919, the file number of said contract being 47; and you are further notified that we have demanded payment from the said J. C. Raab Company contractor under said Hegeman-Harris Company, Incorporated, master workman or contractor, of the said sum of money so due and owing to us as aforesaid, and that they have refused to pay the same or any part thereof; and you are therefore required to retain

Bill of Complaint—Schedule No. V.

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the amount so due and claimed by us out of the amount owing by you on said contract, or that may hereafter become due and owing from you on said contract, and on being satisfied of the correctness of our demand to pay the same to us.

THE GEORGE A. MILLS WOODWORKING Co.,  
By GEORGE A. MILLS,  
10 President.

Attest:  
HARVEY L. MILLS,  
Secretary.

Dated, Morristown, N. J., August 2, 1920.  
[SEAL.]

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**Statement of Claim of The George A.  
Mills Wood Working Company.**

Filed, July 26, 1921.

IN CHANCERY OF NEW JERSEY.

*Between*

THE MORRIS COUNTY GOLF  
CLUB,

Complainant,

and

HEGEMAN-HARRIS Co., INC.,

*et als.,*

Defendants.

10

On Bill, &c.

Statement of Claim  
of The George A.  
Mills Wood Working  
Co., Defendant and  
Claimant.

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A concise statement in writing of the claim of The George A. Mills Wood Working Co., a corporation, one of the defendants named in the bill of complaint, to the fund mentioned in said bill.

The defendant, the George A. Mills Wood Working Co., a corporation, one of the defendants named in the bill of complaint in the above entitled cause, hereby presents and files its concise statement in writing of its claim to the fund mentioned in the bill of complaint, and paid, or to be paid, into court, and says that it claims:—

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1. The sum of \$4497.51, the balance due it for goods and material sold, furnished and delivered to J. C. Raab Company, a sub-contractor who was doing the carpenter work on the building mentioned and described in the bill of complaint, and which said goods and material were furnished and provided for and used in the erection and construction

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Statement of Claim of The George A. Mills Wood  
Working Company.

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of the aforesaid building belonging to complainant and mentioned and described in the bill of complaint, and defendant annexes hereto an itemized statement of the goods and material so furnished, sold and delivered to said J. C. Raab Company, with credits thereon of amounts received on account  
10 thereof, and showing a balance of the aforesaid sum of \$4497.51 still due and owing to this defendant and claimant, which said statement is hereby referred to and made part hereof, and marked Schedule 1.

2. That credit for said goods and material was given by this defendant and claimant to said J. C. Raab Company by reason and on the strength of the contract for the erection of said building, made by  
20 complainant with said Hegeman-Harris Co., Inc., mentioned in the bill of complaint.

3. That on August 2, 1920, this defendant and claimant served a proper and legal notice in writing on the complainant, The Morris County Golf Club, and on August 3, 1920, served a proper and legal notice in writing on the defendant, Hegeman-Harris Co., Inc., in accordance with the provisions  
30 of the statutes in such case made and provided, that there was due to it from the said J. C. Raab Company the sum of \$4497.51 for goods and material furnished by this defendant and claimant to said J. C. Raab Company, sub-contractor under said Hegeman-Harris Co., Inc., master workman or contractor, and used in the erection and construction of the building mentioned in the bill of complaint, erected or being erected for said complainant, The  
40 Morris County Golf Club, and that this defendant

Statement of Claim of The George A. Mills Wood  
Working Company.

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and claimant had demanded payment of and from said J. C. Raab Company of the said sum of money so due and owing to this defendant and claimant, and that said J. C. Raab Company had refused to pay the same or any part thereof, and by said notice this defendant and claimant ordered and directed the complainant to withhold and retain the said 10 amount so due and owing to this defendant and claimant out of the amount owing by complainant on its said contract with Hegeman-Harris Co., Inc., or that might thereafter become due and owing on said contract, and on being satisfied of the correctness of the claim of this defendant and claimant against said J. C. Raab Company to pay the same to this defendant and claimant, a copy of which said notice is hereto annexed, and hereby referred 20 to and made part hereof, and marked Schedule 2.

4. The further sum of \$1399.70, the balance due it for goods and material sold, furnished and delivered to, and for work and labor done, furnished and performed, for Hegeman-Harris Co., Inc., the master workman or contractor, under the contract in writing by and between the complainant and said Hegeman-Harris Co., Inc., mentioned and referred to in the bill of complaint, and which said 30 goods and material were furnished and delivered to, and said work and labor done, furnished and performed for, said Hegeman-Harris Co., Inc., and used in the erection and construction of the aforesaid building belonging to complainant, and mentioned and described in the bill of complaint, and defendant annexes hereto an itemized statement of the goods and material so furnished, sold and delivered to, and of the said work and labor done, 40

Statement of Claim of The George A. Mills Wood  
Working Company.

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furnished and performed for, the said Hegeman-Harris Co., Inc., with credits thereon of amounts received on account thereof, and showing the aforesaid sum of \$1399.70 still due and owing to this defendant and claimant, which said statement is hereby referred to and made part hereof, and  
10 marked Schedule 3.

5. That credit for said goods and material and said work and labor was given by this defendant and claimant to the said Hegeman-Harris Co., Inc., by reason and on the strength of the contract for the erection of said building, made by complainant with said Hegeman-Harris Co., Inc., mentioned in the bill of complaint.

20 6. That on September 29, 1920, this defendant and claimant served a proper and legal notice in writing on the complainant, The Morris County Golf Club, and on October 2, 1920, served a proper and legal notice in writing on the defendant, Hegeman-Harris Co., Inc., in accordance with the provisions of the statutes in such case made and provided, that there was due to it from the said Hegeman-Harris Co., Inc., the sum of \$1399.70 for  
30 goods and material sold, delivered and furnished, and for work and labor done, furnished and performed, by this defendant and claimant to and for said Hegeman-Harris Co., Inc., master workman or contractor, and used in the erection and construction of the building mentioned in the bill of complaint, erected or being erected for said The Morris County Golf Club, and that this defendant and claimant had demanded payment of and from  
40 said Hegeman-Harris Co., Inc., of the said sum of

Statement of Claim of The George A. Mills Wood  
Working Company.

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money so due and owing to this defendant and claimant, and that said Hegeman-Harris Co., Inc., had refused to pay the same or any part thereof, and by said notice this defendant and claimant ordered and directed complainant to withhold and retain the said amount so due and owing to this defendant and claimant out of the amount owing 10  
by complainant on its contract with said Hegeman-Harris Co., Inc., or that might thereafter become due and owing on said contract, and on being satisfied of the correctness of the claim of this defendant and claimant against the said Hegeman-Harris Co., Inc., to pay the same to this defendant and claimant, a copy of which notice is hereto annexed, and hereby referred to and made a part hereof, and marked Schedule 4. 20

7. That this defendant and claimant is entitled to lawful interest on said sum of \$4497.51 from July 8, 1920, until paid, and on said sum of \$1399.70 from September 23, 1920, until paid.

8. That the above mentioned notices in writing, so served by this defendant and claimant as herein set forth, were the first and second legal notices in writing, respectively, served upon the complainant, The Morris County Golf Club, and this defendant and claimant is entitled to be paid the 30  
said sums of \$4497.51 and \$1399.70, with interest on each of said sums as above set forth, out of the fund mentioned in the bill of complaint, before the payment of any part of said fund to any other claimant.

WHEREFORE, this defendant and claimant says that it is entitled to have and receive out of the 40

Statement of Claim of The George A. Mills Wood  
Working Company.

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said fund paid, or to be paid, into Court, mentioned in the bill of complaint, the said sum of \$4497.51, with interest thereon from July 8, 1920, due and owing to it from said J. C. Raab Company, and the further sum of \$1399.70, with interest thereon from September 23, 1920, due and  
10 owing to it from said Hegeman-Harris Co., Inc., together with its costs and charges in this behalf sustained.

VREELAND & WILSON

Solicitors for and of counsel with The  
George A. Mills Wood Working Co.,  
defendant and claimant.

JOHN M. MILLS  
of Counsel.

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Statement of Claim of George A. Mills Wood Working Company—  
Schedule 1.

**Schedule 1.**

MORRISTOWN, N. J., September 27, 1920.

THE GEORGE A. MILLS WOOD WORKING CO.,  
SOLD TO J. C. RAAB COMPANY,

(Morris County Golf Club)

1920								
Apr. 30	Trim for Locker room:							10
	170 ft. 1 x 2 1/2	Whitewood trim	.....			9.93		
	60 " 1 x 3	" "	.....			5.25		
	230 " 1 x 1	" mldg	.....			5.75		
	40 " 1 x 2 3/4	" trim	.....			3.50		
	12 " 1 x 4 1/4	" "	.....			2.03		
	38 " 1 x 3 1/4	" "	.....			3.85		
	65 " 1 1/2 x 2	" "	.....			5.63		
	65 " 1 x 1 3/4	" "	.....			3.60		
	20 " 5/4 x 2 3/4	" stool	.....			2.47		
	74 " 5/4 x 6	" "	.....			14.63		
	92 " 1 x 2	" mldg	.....			5.35		
	1 pr. jambs 2.8 x 7.0"	(1 x 5 3/4)	.....			3.00		
May 3	1 mull, win. frame 2.1 x 3.2 3/4		.....			15.00		20
6	Drafting board		.....			1.75		
19	10—1 x 5 1/4—3.6	Chest. trim	.....			6.01		
	30 ft. 5/4 x 12	" stool	.....			14.00		
	30 " 1 x 2 1/2	" apron	.....			2.75		
	2—1 x 9 1/4—4.6	" trim	.....			3.28		
	1—1 x 4 1/4—5.0	Whitewood trim	.....			1.14		
	2—1 x 4 1/4—5.0	" "	.....			2.53		
	1— " —4.9							
	1—1 x 2 1/4—5.0	"	.....			.94		
	154 ft. 1/2 x 2	" w. stop	.....			9.24		
	10 " 1 x 4 1/4	" trim	.....			1.78		
	10 " 1 x 4 3/4	" #2	.....			1.93		
	5 " 1 x 2 1/4	"	.....			.84		
May 19	120 Ft. 1 x 2 1/4	Whitewood #3	.....			8.10		30
	130 " 7/8	" cove	.....			3.90		
	56 " 5/4 x 4 3/4	" stool	.....			10.48		
	6 " " x 4 3/4	"	.....			1.57		
	6 " " x 3 1/4	"	.....			1.23		
	20 " " x 7 1/8	"	.....			5.94		
	18 " " x 6 1/4	"	.....			4.72		
	10 " " x 5 3/4	"	.....			2.66		
	130 " " x 2	" apron	.....			7.80		
	200 " 1 x 3	"	.....			18.00		
		Brot. Ford	.....			190.58		
May 19	40 ft. 1 x 4 1/4	Whitewood	.....			5.60		
	50 " 1 x 4 3/4	"	.....			7.63		
	280 " 7/8	cove	.....			8.40		40

Statement of Claim of George A. Mills Wood Working Company—  
Schedule 1.

	21	90 ft. 1 x 3 3/4 Whitewood trim .....	9.28	
		410 " 1 x 4 " " .....	49.20	
		50 — 5/4 x 4 1/2 — 7" Base blocks.....	5.55	
		220 ft. 1 x 2 door stop " .....	13.20	
		585 " 1 x 7 base " .....	122.85	
		610 " 1 x 1 cove " .....	18.30	
		28 " 5/4 x 2 3/4 stool " .....	3.40	
		12 " " x 6 " .....	3.20	
10		36 " " x 2 " .....	3.20	
		10 " 1 x 3 1/2 " .....	1.55	
		24 " 1 x 2 1/2 " .....	2.30	
		600 " 3/8 x 1 1/2 cypress .....	9.00	
		1030 " 1 x 4 Basswood .....	123.60	
		92 " 5/4 x 4 1/2 " base blocks .....	16.03	
		50 pr. jambs " (1 x 6) .....	175.00	
		9—2 x 6—2/10 whitewood transom bar.....	11.30	
		530 ft. 1 x 2 Basswood door stop.....	31.80	
May	19	420 ft. 1 x 1 Whitewood cove.....	12.60	
		288 " 1 x 4 Basswood trim.....	34.56	
	26	Ripping—dressing and rabbetting		
		640 lin. ft. 5/4 x 8 1/4 }		
		204 " " " x 10 Oak} .....	12.75	
20		Trucking from Golf Club to Mill.....	2.50	
	27	10% on Bill of Oak.....	54.66	
		60 ft. 1 x 3 1/4 Whitewood.....	6.35	
		20 " 1 x 3 3/4 " .....	2.75	
		40 " 1 x 2 3/4 " .....	3.80	
		82 " 1 x 4 3/4 " .....	12.20	
		52 " 5/4 x 4 3/4 " stool.....	9.66	
		36 " 1 x 4 1/2 " .....	5.36	
		5 1/2 " 5/4 x 3 1/2 " .....	1.22	
		Brot. Ford.....	1014.88	
May	27	10 ft. 1 x 3 1/2 Whitewood.....	1.55	
		10 " 5/4 x 2 1/2 " .....	1.44	
		10 " 1 x 3 " .....	1.40	
30		5 1/2 " 1 x 2 1/4 " Detail #1.....	.87	
		5 1/2 " 1 x 3 1/4 " .....	1.04	
		10 " 1 x 4 " .....	1.70	
		50 " 5/4 x 2 1/4 " .....	4.72	
		May account.....		\$1027.60
June	4	14—1 x 2 1/2—5.2 Cypress D4S.....	5.40	
	9	Bandsawing Oak brackets.....	27.50	
	17	1042 ft. 1 x 4 1/4 Basswood detail #8.....	132.86	
		82 ft. 5/4 x 4 1/4 base blocks.....	13.57	
		810 " 1 x 2 1/4 picture mldg.....	55.28	
		1520 " 1 x 6 3/4 Base .....	307.80	
		1110 " 1 x 1 3/4 " mldg.....	58.28	
		114 " 6/4 x 2 1/4 Whitewood.....	11.55	
40		312 " 7/8 " cove.....	9.36	

Statement of Claim of George A. Mills Wood Working Company—  
Schedule 1.

June 17	1 pr. jambs 1 x 9	Whitewood	5.00	
	2 " " 1 x 6	"	7.00	
	160 Ft. 1 x 4	" trim	19.20	
	22 " 5/4 x 7	W. stool	6.28	
	10 " 5/4 x 8	"	3.50	
	4 sash 2.1 x 3.3—1 3/4—6	lts. D. T. Glass	25.20	
	Grill room:			
18	10 ft. 5/4 x 10 1/4	Chestnut stools	4.34	
	12 " " x 6	"	3.20	10
	20 " " x 2 1/4	" apron	2.19	
	140 " 1 x 2 1/4	" picture mldg	9.45	
	150 " 1 x 9	" Base	40.50	
	92 " 1 x 3 1/4	" wainscotte cap	9.47	
	33 " 1 x 8 1/4	"	8.67	
	55 " 1 x 8 1/2	"	14.53	
	44 " 1 x 8 3/4	"	12.05	
	22 " 1 x 9	"	6.44	
	Brot. Ford		1826.22	
June 18	282 ft. 1 x 9 1/4	Chestnut Wainscotting	78.26	
	132 " 1 x 9 1/2		37.62	
	90 " 1 x 9 3/4		26.83	
	22 " 1 x 8 1/4		5.95	20
	11 " 1 x 9		3.47	
	11 " 1 x 6		2.48	
	General Lounge:			
	240 ft. 1 x 4	Whitewood trim	28.80	
	60 " 1 x 2 3/4	" "	4.55	
	150 " 1 x 2 1/4	" picture mldg	10.13	
	103 " 5/4 x 7 3/4	" Base	30.72	
	100 " 1 x 1 1/2	" mldg	5.00	
	96 " 5/4 x 3	" cap	11.30	
	96 " " x 2 1/4	"	8.60	
June 18	16 ft. 5/4 x 5	Whitewood stool	3.50	
25	240 " 5/4 x 4	Whitewood	36.00	
	28 " 5/4 x 8	"	8.90	
	2—2 x 3—12.0	Pine	3.60	30
28	88 ft. 5/4 x 3 3/4	wainscotte cap	12.87	
	92 " 1/2 x 1/2	" "	3.16	
	100 " 1/2 x 1	" mldg	3.50	
	12 " 1 x 10 1/2	"	4.28	
	320 " 5/8 cove	"	9.60	
	8 " 1 x 4	"	1.46	
	32 " 6/4 x 2	Whitewood	3.38	
	46 " 1 x 3	Detail #1	4.64	
	12 " 5/8 x 9	"	3.74	
	9 " 5/4 x 32 1/2	seat top	17.50	
	9 " " x 2	mldg	.68	
	18 " " x 3	"	2.53	
	58 " 1 x 1 1/2	"	3.11	40

Statement of Claim of George A. Mills Wood Working Company—  
Schedule 1.

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	June 28	18 ft. 1 x 11 mldg. ....	5.84
		24 " 5/4 x 2 1/4 mldg. } Chestnut .....	2.53
		84 " 5/4 x 4 " } Detail #2 .....	13.10
		24 " 6/4 x 3 .....	3.74
		Brot. Forward.....	2227.59
	June 28	74 ft. 5/4 x 3/4 trim .....	16.54
		9 " 1/2 x 3 1/4 pine .....	1.50
10		254 " 1 x 7 Whitewood base .....	53.34
		12 " 6/4 x 10 " " #3.....	5.90
		8 " " x 9 " " #4.....	3.74
		8 " " x 9 " " #5.....	3.74
		12 " " x 10 " " #6.....	5.90
		8 " 1 x 2 3/4 " " #7.....	5.78
	June 28	158 " 5/4 x 2 1/4 Whitewood wainscotte cap. ....	13.84
		158 " 3/4 x 1 1/4 " picture mldg. ....	6.43
		8 pr. jambs wood (1 x 5) .....	28.00
		2 pr. " " (6/4 x 6) .....	11.00
		36 ft. 1 x 2 1/4 wood stop .....	2.93
		7 pr. jambs " (5/4 x 6) .....	24.50
20		260 ft. 1 x 2 " trim .....	15.60
		360 " 1 x 2 " door stop .....	21.60
		36 " 5/4 x 5 Chestnut trim .....	7.25
		26 " " x 8 1/4 " " .....	8.54
		176 " " x 4 " " .....	26.90
		42 " " x 4 1/4 " " .....	7.20
		226 " 1 x 1 1/2 mldg. ....	10.17
		260 " 1 x 1. cove .....	7.80
		174 " 1 x 3 1/4 Whitewood trim .....	16.97
		174 " 1 1/2 x 1 1/2 " " .....	11.75
		2—1 x 5 1/4—12.4 " mull. casing .....	4.44
		12 ft. 2 x 4 1/2 " plinth back.....	3.74
		130 " 1 x 5 " .....	19.50
		110 " 1/2 x 1/2 " chair rail cove....	3.80
30		128 " 1 x 1 3/4 " " " " .....	7.06
		114 " 1 x 2 3/4 " " " " .....	9.91
		120 " 1 x 9 3/4 " Base .....	35.10
		120 " 5/4 x 2 1/4 " " mldg. ....	10.13
		715 " 1 x 2 " mldg. ....	42.90
		1—1 x 8 1/4—5.6 " Mull. ....	1.50
		78 ft. 5/4 x 4 " .....	12.20
		Brot. Ford.....	2694.79
	June 28	14 ft. 1 1/2 x 4 1/2 Whitewood plinth .....	3.34
		20 " 1 x 4 1/2 " .....	3.20
		6 " 1 x 3 " apron .....	1.04
40		6 " 5/4 x 6 3/4 " stool .....	2.02

Statement of Claim of George A. Mills Wood Working Company—  
Schedule 1.

June 28	78 ft. 1 x 3 1/2 Whitewood cornice.....	8.79	
	78 " 1 x 2 3/4 " " .....	6.94	
	80 " 5/4 x " " " .....	8.75	
	74 " 1 x 1 3/4 picture mldg.....	4.39	
	510 " 1 x 1 3/4 whitewood mldg.....	26.78	10
	66 " 1 x 10 " base .....	20.30	
	66 " 1 x 1 3/4 " " mldg.....	3.97	
	1—2 x 3—4.0 Pine.....	.75	
18	Bandsawing and trucking oak brackets.....	26.00	
25	1 lt. 10 x 13 D. T. Glass.....	.35	
	3 " 10 3/8 x 12 " .....	1.38	
	4—1 1/8 x 3 3/4—12.0 Chestnut.....	8.05	
	Whitewood panels in General lounge-Foyer and Passage including 2 pr. paneled jams.....	350.00	
	Sewing room closet with 4 drawers and 6 shelves	98.00	
	Chestnut panels and raklings for Living Room Gallery .....	215.00	
	Extra for putting in glass with stop brads in		20
	10 pr. casements 4.3 1/2 x 6.8—20 lts 200		
	10 transoms " x 2.7— 8 " 80		
	8 casements 2.1 x 6.8—10 lts 80		
	8 transoms " x 2.7— 4 " 32		
		392 lts.	
		@20¢	78.40
30	9 transoms 2.8 x 1.4 1/2—1 3/4		
	3 lts. D. T. Glass—pine—stop beads.....	37.80	
	1 casement sash 1.7 x 2.4 1/2—1 3/4		
	Pine 4 lts.....	3.60	
	June account.....		2576.04
	Brot. Ford.....		\$3603.64
July 1	Due on contract dated Oct. 10, 1919		30
	for everything .....	3637.00	
	except front door frame.....	25.00	3602.00
8	78 ft. 2 x 2 1/2 mldg.....	12.20	
	38 " 2 x 5 1/2 " .....	13.04	
	42 " 2 x 4 1/2 " .....	11.84	
	44 " 1 1/4 x 2 " .....	3.80	
	42 " 1 x 1 1/4 " .....	2.08	Chestnut....
	36 " 1 x 1 " .....	1.58	
	48 " 1 x 2 " .....	3.38	
	82 " 1 1/4 x 6 " .....	18.95	
	Front door frame.....	25.00	
	Service stairs.....	175.00	
	Living room stairs.....	250.00	40



Statement of Claim of George A. Mills Wood  
Working Company—Schedule 2.

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**Schedule 2.**

To, MORRIS COUNTY GOLF CLUB, owner; and HEGEMAN HARRIS COMPANY, INCORPORATED, master workman or contractor.

You are hereby notified that, J. C. Raab Com- 10  
pany, contractor under said Hegeman Harris Com-  
pany, Incorporated, master workman or contrac-  
tor, is justly indebted to us in the sum of Four  
Thousand Four Hundred Ninety-Seven Dollars  
and Fifty-one Cents (\$4497.51) for material  
furnished by us to said J. C. Raab Company, con-  
tractor under said Hegeman Harris Company, In-  
corporated, master workman or contractor, and  
used in the erection of a hollow tile and stucco, 20  
slate roof club house, erected or being erected for  
you on the land owned by you, Morris County Golf  
Club, and situate on the West side of Punch Bowl  
Road in the Township of Morris, Morris County,  
New Jersey, being the building now under con-  
struction for you, Morris County Golf Club, pur-  
suant to a written contract made between you and  
the said Hegeman Harris Company, Incorporated,  
master workman or contractor, and on file in the  
Morris County Clerk's Office, filed September 15, 30  
1919, the file number of said contract being 47;  
and you are further notified that we have de-  
manded payment from the said J. C. Raab Com-  
pany, contractor under said Hegeman Harris Com-  
pany, Incorporated, master workman or contrac-  
tor, of the said sum of money so due and owing to  
us as aforesaid, and that they have refused to pay  
the same or any part thereof; and you are there-  
fore required to retain the amount so due and 40

Statement of Claim of George A. Mills Wood  
Working Company—Schedule 2.

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claimed by us out of the amount owing by you on  
said contract, or that may hereafter become due  
and owing from you on said contract, and on being  
satisfied of the correctness of our demand to pay  
the same to us.

10 THE GEORGE A. MILLS WOODWORKING Co.,  
By GEORGE A. MILLS,  
President.

Attest:

HARVEY L. MILLS  
Secretary.

(SEAL)

Dated, Morristown, N. J.  
August 2nd, 1920.

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Statement of Claim of George A. Mills Wood Working Company—  
Schedule 3.

**Schedule 3.**

MORRISTOWN, N. J., September 27, 1920.

THE GEORGE A. MILLS WOOD WORKING CO.,

Sold to Hegeman-Harris Co., Inc.,

(Morris County Golf Club)

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1920			
Aug. 2	6—1/2 x 3—12.0 wood ceiling.....	7.20	
	2—2 x 2— 7.0 " " .....	2.40	
	30 ft. 3/8 Whitewood quarter round.....	.90	
	2—5/4 x 11—12.0 Chestnut .....	11.20	
	50 ft. 5/4 x 3 oak nosing .....	9.50	
3	4 lbs. 19 1.8 x 40 1/4 D. T. Glass .....	12.00	
	4 " 16 x 16 " " " .....	2.80	
	8 " 14 x 16 " " " .....	5.20	
	14 " 12 x 14 " " " .....	7.00	
	42 " 10 x 14 " " " .....	14.70	
	16 " 10 x 12 " " " .....	4.80	20
	36 " 9 x 12 " " " .....	10.80	
	1 " 9 x 14 " " " .....	.35	
	1—5/4 x 9—12.0 Chestnut .....		
	1— " x "—14.0 D4S .....	10.40	
	1— " x23— 4.8 Cypress .....	5.90	
7	2—2 x 3—6.10 Ash .....		
	2—2 1/2 x 3—6.10 Astrogals .....	9.00	
	Seat in alcove .....	12.00	
	Tank in Grill .....	48.00	
	2 toilet doors 2.6 x 5.0—1 5/16.....		
	1 Panel—Birch .....	23.00	
	1 toilet door 2.0 x 6.0—1 5/15.....		
	1 panel—Birch .....	11.50	30
	1 door 2.6 1/2 x 2.6 1/2 1 1/4 Pine .....	4.20	
	4 " 2.0 x 2.2 1 Ven. .....	15.00	
	2 door 1.1 1/4 x 1.1 1/4 Panel .....	4.00	
	1 " 1.0 x 1.2 1/2 .....	2.00	
	1 pr. " 2.0 x 6.8—1 1/2—2P—Pine.....	15.00	
	2 " in Grill room .....	30.00	
10	4—5/8 x 6—2.4 Birch saddles .....	3.00	
11	2—12 x 24 Birch ven. panels .....	1.60	
12	1—5/4 x 12—3.0 Birch .....	2.20	
	1— " —3.0 Chestnut .....	2.00	
	1— " x 5—10.0 Geo. Pine nosed .....	2.00	
	Main stairs and steps in Ladies Room.....	290.00	
	Brot. Ford.....	579.85	40

Statement of Claim of George A. Mills Wood Working Company—  
Schedule 3.

	Aug. 12	42 ft. 1½ x 1 ¾ Chestnut mldg. ....	3.81
		118 " ¾ " " quarter round ...	3.54
		86 " ¾ x 2 ¾ " mldg. ....	7.60
		60 " ½ x 1 ¾ " .....	3.65
		110 " ¾ " Chestnut cove .....	3.30
		112 " ¾ " Oak cove .....	4.48
		500 " 5/8 x ¾ Whitewood .....	15.00
		60 " ½ x 1 Chestnut mldg. ....	2.30
	13	1—5/4 x 12—6.6 Oak step .....	
		1— " x 8—6.8 Oak step .....	9.00
10		1—1 x 6—6.6 Chest. circle riser .....	11.50
		1—1 x 6—6.8 Chestnut .....	1.50
		4 lbs. 12 x 14 D.T. Glass .....	2.00
		1 " 19 x 40 " " .....	3.00
		1 door 2.6½ x 3.0—1 ¾—2P Whitewood ..	5.25
		1 " 2.8 x 6.8— " —ven. Chest. ....	15.00
		Veneering 2 sliding doors—Chestnut.....	38.00
		Reveneering—cutting down and changing doors, including new panels in outside doors .....	185.00
	Aug. 16	2—5/4 x 9¼—12.0 Whitewood .....	9.20
		1—7/8 x 7 ¾—5.0 .....	1.40
		1—5.4 x 13—5.0 Oak .....	2.80
20		1—5/8 x 6½—2.8 Birch saddle .....	1.50
		1—5/4 x 10—10.0 Chestnut .....	
		1— " x 11—10.0 .....	9.20
	17	7—1 x 8¼—8.6 .....	
		3—1 x 7¼—8.6 Chestnut .....	
		1—1 x 9¼—8.6 .....	28.00
	23	Transom over marble in Ladies locker room.	31.85
		Circle moulding for main stairs.....	9.20
		1—5/4 x 10—10.0 Chestnut D-4S.....	
		1— " x 11—10.0 .....	9.24
		164 ft. 1 x 1 ¾ Whitewood mldg. ....	8.61
		32—5/4 x 3—4.0 Oak flooring gained out....	21.00
			1025.78
30	Aug. 23	1025 ft. ½ x 7/16 Cypress .....	20.50
		1—5/8 x 5—3.2 .....	
		6— " —3.0 .....	
		1— " —2.8 Maple saddles .....	
		1—5/8 x 6¼—2.8 .....	
		1— " x 6¼—6.1 .....	9.00
25		32 ft. 5/8 x 1 ¾ Oak .....	3.06
		1—2 x 2—5.0 Chestnut .....	
		1— " —3.0 D4S .....	2.20
		8—3/8 "—2.0 hardwood dowel .....	.48
		84 ft. 1 x 1½ Chest mldg. ....	4.28
		60 " 1 x 2 ¾ " " .....	5.45
40	28	Cutting down 3 doors to 3 ft. ....	21.00
		52 ft. ½ x 2¼ Oak hearth border .....	5.43

Statement of Claim of George A. Mills Wood Working Company—  
Schedule 3.

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Sept. 1	26 ft. 1 x 2 pine mldg. ....	2.31	
	1—1½ x 14—3.4 Whitewood .....	2.00	
	1—2 x 2—7.6 Chestnut .....	1.25	
	2—7/8 x 2—16.00 Oak .....	2.00	
3	Cutting down 1 sash door to 3 ft. ....	7.00	
	1 pr. casements 2.2 x 3.6—1 ¾ Chest. ....	6.50	
	12 ft. 1 x 2 Chestnut mldg. ....	1.47	
	30 " 1 x 4 Cypress mldg. ....	3.75	
	32 " 5/4 x 3½ " " .....	4.27	10
	11—10 x 10—3.0 paneled pedestals .....	104.50	
	60 ft. 4 x 5½ Cypress bottom rail .....	36.75	
	60 " 2 x 6 .....	18.75	
	60 " 1 x 4 Cypress top rails .....	6.75	
	120 " 1½ x 2 .....	9.75	
	Ripping 2—10 x 10 .....	3.00	
7	80—3 x 3—2.1 turned balusters .....	72.00	
8	1 lt. 36 x 44 D.T. Glass.....	5.82	
	1—5/4 x 10½—2.9 Oak .....	1.25	
17	50 ft. 7/8 Cypress round 2½¢ .....	1.25	
	8 " 2 " " " 5¢ .....	.40	
22	6—½ x ½—5.0 .....		
	6— " —2.0 Chestnut stop bead .....	2.75	20
		<hr/>	
	Brot. Ford. ....	1390.70	
Sept. 23	1—1 ¾ " Pine door 3.0 ½ x 2.6½ .....	6.50	
	1—1 x 5—2.0 .....		
	1—5/4 x 11—6.0 Chestnut .....	2.50	
		<hr/>	
			\$1399.70

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Statement of Claim of George A. Mills Wood  
Working Company—Schedule 4.

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**Schedule 4.**

To, MORRIS COUNTY GOLF CLUB, owner; and HEGEMAN HARRIS COMPANY, INCORPORATED, master workman or contractor.

10 You are hereby notified that, you, said Hegeman  
Harris Company, Incorporated, master workman  
or contractor, are justly indebted to us in the sum  
of One thousand three hundred ninety-nine Dollars  
and seventy cents (\$1399.70) for material,  
furnished by us to said Hegeman Harris Company,  
Incorporated, master workman or contractor, and  
used in the erection of a hollow tile and stucco,  
slate roof club house, erected or being erected for  
you, said Morris County Golf Club, on the land  
20 owned by you, said Morris County Golf Club, and  
situate on the West side of Punch Bowl Road in  
the Township of Morris, Morris County, New  
Jersey, and for work and labor done by us for said  
Hegeman Harris Company, Incorporated, master  
workman or contractor, in the erection of said club  
house, being the building now under construction  
for you, said Morris County Golf Club, pursuant  
to a written contract made between you, said  
30 Morris County Golf Club, and the said Hegeman  
Harris Company, Incorporated, master workman  
or contractor, and on file in the Morris County  
Clerk's Office. Filed September 15, 1919, the file  
number of said contract being 47; and you are  
further notified that we have demanded payment  
from the said Hegeman Harris Company, Incor-  
porated, master workman or contractor, of the said  
sum of money so due and owing to us as afore-  
said, and that they have refused to pay the same or  
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Statement of Claim of George A. Mills Wood  
Working Company—Schedule 4.

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any part thereof; and you are therefore required to retain the amount so due and claimed by us out of the amount owing by you on said contract, or that may hereafter become due and owing from you on said contract, and on being satisfied of the correctness of our demand to pay the same to us.

THE GEORGE A. MILLS WOODWORKING CO.,<sup>10</sup>  
By GEORGE A. MILLS  
President.

Attest:

HARVEY L. MILLS  
Secretary.

(SEAL)

Dated Morristown, N. J.  
September 29th, 1920.

GERARD C. DERICKS  
Sec. of Hegeman Harris Co. 20  
Oct. 2, 1920 at 9:45 A. M.

WALTER B. WOOD  
Sept. 29, 1920 7:30 P. M.

WYNANT D. VANDERPOOL  
Sept. 30, 1920 7:30 P. M.

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**Statement of Claim of Green & Pierson.**

Filed July 28, 1921.

IN CHANCERY OF NEW JERSEY.

Between  
 THE MORRIS COUNTY GOLF CLUB,  
 Complainant,  
 and  
 HEGEMAN-HARRIS CO., INC.,  
*et als,*  
 Defendants.

Statement of Claim of  
 Green & Pierson, Inc.,  
 one of the Defendants.

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We, Green & Pierson, Inc., one of the defendants  
 in the above stated action, claim that we furnished  
 to J. C. Raab, Co., a contractor under the general  
 contractor, Hegeman-Harris, Co., Inc., for the erec-  
 tion and construction of a club house for the com-  
 plainant in the above stated action, situated on its  
 property in the Township of Morris, in the County  
 of Morris and State of New Jersey, certain mate-  
 20 rial which was used and employed in the erecting  
 and constructing of the said club house building,  
 in accordance with the itemized statement attached  
 hereto and made a part hereof. We further claim  
 that there is due to us from the Morris County Golf  
 Club, out of the money remaining in the hands of  
 the said Morris County Golf Club on account of  
 the general contract, entered into between the  
 Morris County Golf Club, and Hegeman-Harris,  
 30 Co., Inc., under date of August 29th, 1919, which  
 was filed in the Office of the Clerk of Morris County  
 on September 15th, 1919, the sum of \$1,923.30, to-  
 gether with interest thereon from June 25th, 1920.

GREEN &amp; PIERSON, INC.,

By D. T. PIERSON,

President.

Attest:

P. B. LUM,

40 Secretary.

(SEAL)



## Interlocutory Decree.

Filed July 30, 1921.

IN CHANCERY OF NEW JERSEY

10	Between THE MORRIS COUNTY GOLF CLUB Complainant  and  HEGEMAN-HARRIS CO., INC., <i>et als.</i> , Defendants.	} On Bill &c. } Interlocutory Decree.
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20 This cause coming on to be heard in the presence of King & Vogt, of Counsel with the complainant, and it appearing that no answer has been filed contesting the right of the complainant to maintain its suit, nor disputing the sufficiency in amount of the sum to be paid into court; and it appearing to the Court that the complainant held the fund in its bill mentioned, for the true owner, without having or claiming any right or interest therein, and that

30 the said fund has been deposited in this Court, to be delivered over to whomsoever may have right thereto;

It is, thereupon on this Thirtieth day of August 1921, by his Honor, Edwin Robert Walker, Chancellor of the State of New Jersey, ordered, adjudged and decreed, and the said Chancellor does, by virtue of the power and authority of this Court, hereby Order, Adjudge and Decree, that the said

40 bill of interpleader is properly brought by the

Interlocutory Decree.

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complainant in the cause, and that it is entitled to relief in this court.

And it is further Ordered, Adjudged and Decreed, that said complainant be dismissed from the further prosecution of this suit, with its costs to be taxed, and a counsel fee of \$75.00, and paid by the Clerk of this Court out of the fund, and that it be released, acquitted and discharged from all claims or liability to any or either of the defendants in this suit, for, upon or by reason of said fund. 10

And it is further Ordered, Adjudged and Decreed that the said defendants do interplead, settle and adjust their several claims, demands and matters in controversy in this suit, as between themselves.

EDWIN ROBERT WALKER,  
Chancellor.

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**Claim of Hegeman-Harris Co.**

Filed August 30, 1921.

IN CHANCERY OF NEW JERSEY.

10	<p>MORRIS COUNTY GOLF CLUB, Complainant,</p> <p style="text-align: center;">VS.</p> <p>HEGEMAN-HARRIS CO. INC. <i>et al</i>, Defendants.</p>	} Concise Statement of the Claim of Hegeman-Har- ris Co., Inc. Defendant.
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To his honor EDWIN ROBERT WALKER, Chancellor  
of the State of New Jersey:

20 The defendant Hegeman-Harris Co., Inc., a corporation of the State of New York, hereby sets forth the following grounds of its claim to the all of the fund of \$23047.84 (except \$1399.70) deposited or to be deposited by the complainant as set out in the bill of complaint filed herein:

30 1—It did and performed all things required to be done and performed by it under the terms of its contract of August 29, 1919 with complainant (a copy of which is attached to the bill of complaint) and by the final certificate of George B. Post and Sons, Architects, dated March 1, 1921, said architects certified that said sum was due this defendant.

40 2—The claims of all other defendants are not valid because this defendant and J. C. Raab entered into a contract November 3, 1919 whereby said J. C. Raab undertook to perform the carpentry work on the said building to be erected for com-

Claim of Hegeman-Harris Co.

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plainant by the terms of the contract of August 29, 1919; by the terms of said contract of November 3, 1919 if the said Raab refused or neglected to furnish a sufficiency of properly skilled workmen or of materials of the proper quality and quantity or fail to prosecute the work diligently or fail in the performance of any agreement then this defendant after three days written notice to said Raab had the right 10 to provide the labor and material, finish the work and deduct the cost thereof from any money due or to be due to said Raab; said Raab failed to perform his said contract in that he did not prosecute the work diligently and failed to furnish (after a portion of the carpentry work was done) either workmen or materials; written notice was given to him; this defendant completed the work at a cost largely in excess of the amount due and to grow due Raab; 20 all other defendants (except as set out below) were sub-contractors of Raab and have no claim against the fund.

The sum of \$1399.70 is conceded to be due George A. Mills Woodworking Company out of the fund in Court as set out in the third paragraph of the bill of complaint.

INSLEY, VREELAND & DECKER,  
Solicitors of Defendant  
Hegeman-Harris Co., Inc. 30

**Notice by Hegeman-Harris Co.**

Filed Sept. 10, 1921.

IN CHANCERY OF NEW JERSEY.

Between  
 10 MORRIS COUNTY GOLF CLUB,  
 Complainant,  
 and  
 HEGEMAN-HARRIS CO., INC.,  
*et al.*,  
 Defendants.

Notice that Defendant,  
 Hegeman - Harris Co.,  
 Inc., Disputes the Claims  
 of George A. Mills Wood-  
 working Company, for  
 the Sum of \$4,497.51, to  
 the Fund Paid Into  
 Court.

20 Notice is hereby given by Hegeman-Harris Co.,  
 Inc., defendant in the above named suit, to the de-  
 fendant, George A. Mills Woodworking Company,  
 in the above named suit, that its claim for the sum  
 of \$4,497.51 to the fund paid into court by the  
 complainant is disputed.

The defendant, the Hegeman-Harris Co., Inc., on  
 August 29th, 1919 entered into a contract with the  
 complainant, the Morris County Golf Club, for the  
 erection of a Club House on lands of the complain-  
 30 ant at Convent Station, New Jersey, in accordance  
 with drawings and specifications prepared by  
 George B. Post & Sons, Architects, a true copy of  
 said contract being attached to the bill of com-  
 plaint filed herein.

On November 3rd, 1919 the defendant, Hege-  
 man-Harris Co., Inc., entered into a contract in  
 writing with one J. C. Raab whereby the latter  
 agreed to furnish all of the necessary labor and  
 40 material for carpentry work complete and all such

Notice by Hegeman-Harris Co.

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work as shown on plans or mentioned in specification as prepared by George B. Post & Sons, Architects, pages 35 to 45 inclusive and the general conditions to the specification pages 1 to 11 inclusive, also paragraph 8 to 24, 32 to 40, 50 to 53, 61 to 69, 76 to 79, 84 to 88 under Special Room Finish and Automobile Shed for the Morris County Golf Club, Convent Station, New Jersey, for and in consideration of the sum of \$41,559, to be paid to the said Raab in installments as follows: On or before the 10th day of each month said Raab became entitled to 85% value of the work and material provided by him during the preceding month, the remaining 15% to be held until the expiration of thirty days after the completion and acceptance of said work. 10

It was also provided in said contract as follows:

“Ninth.—Should the Subcontractor at any time 20  
 “refuse or neglect to supply a sufficiency of  
 “properly skilled workmen, or of materials of the  
 “proper quality and quantity, or fail in any  
 “respect to prosecute the work with promptness  
 “and diligence, or fail in the performance of any  
 “of the agreements herein contained, on his  
 “part to be performed, the General Contractor  
 “shall be at liberty at any time after the mailing  
 “of a three days’ written notice to the Subcon- 30  
 “tractor, to provide any such labor or materials,  
 “and to deduct the cost thereof from any money  
 “then due or thereafter to become due to the Sub-  
 “contractor under this contract; and the General  
 “Contractor shall be at liberty to terminate the  
 “employment of the Subcontractor under this con-  
 “tract, and to enter upon the premises and take  
 “possession of all materials and appliances of every  
 “kind whatsoever thereon, and to employ any other 40

Notice by Hegeman-Harris Co.

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"person or persons to finish the work, and to provide the materials therefor; and in the event of such discontinuance of the employment of the Subcontractor, he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be
   
10 "paid under this contract shall exceed the expenses incurred by the General Contractor in finishing the work, such excess shall be paid by the General Contractor to the Subcontractor; but if such expense shall exceed such unpaid balance, the Subcontractor shall pay the difference to the General Contractor. The expense incurred by the General Contractor, as herein provided either for
   
20 "furnishing materials or for finishing the work, and any damage incurred by such default, may, at the option of the General Contractor, be audited and certified by the Architects, whose certificate thereto, in the event of such audit, shall be conclusive and binding upon the parties hereto."

Said Raab started to work on or about September 29th, 1919; he at no time proceeded promptly with the work but persistently and continuously delayed its performance; on July 7th, 1920 he was
   
30 notified by this defendant in writing and in accordance with the terms of the contract, to proceed with the work or it would be taken over and completed by said Hegeman-Harris Co., Inc.; he failed to proceed with the work and on July 10th, 1920 abandoned it and withdrew his men and materials from said building; up until that time he had been paid in full for all labor and materials furnished by him; subsequently this defendant, Hegeman-

Notice by Hegeman-Harris Co.

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Harris Co., Inc., completed the work undertaken to be done by said Raab at a cost in excess of the contract price agreed to be paid to said Raab.

The cost of completing the work undertaken to be done by said Raab under the terms of said contract in excess of the amount agreed to be paid to him was \$3,743.13.

This defendant is without information concern- 10  
ing the allegations of the claim of the defendant,  
George A. Mills Woodworking Company, for the  
sum of \$4,497.51, and prays for proof thereof.

INSLEY, VREELAND & DECKER,  
Solicitors of Defendant, Hegeman-  
Harris Company, Inc.

20

30

40

**Notice by Hegeman-Harris Co.**

Filed Sept. 10, 1921

IN CHANCERY OF NEW JERSEY.

10 Between  
MORRIS COUNTY GOLF CLUB,  
Complainant,  
and  
HEGEMAN-HARRIS CO., INC.,  
*et al*,  
Defendants.

Notice that Defendant,  
Hegeman - Harris Co.,  
Inc., Disputes the Claims  
of Green & Pierson,  
Inc. to the Fund Paid  
Into Court.

20 Notice is hereby given by Hegeman-Harris Co.,  
Inc., defendant in the above named suit, to the  
defendant, Green & Pierson, Inc., in the above  
named suit, that its claim to the fund paid into  
court by the complainant is disputed.

30 The defendant, the Hegeman-Harris Co., Inc., on  
August 29th, 1919 entered into a contract with  
the complainant, the Morris County Golf Club, for  
the erection of a Club House on lands of the com-  
plainant at Convent Station, New Jersey, in ac-  
cordance with drawings and specifications pre-  
pared by George B. Post & Sons, Architects, a true  
copy of said contract being attached to the bill  
of complaint filed herein.

40 On November 3rd, 1919 the defendant, Hegeman-  
Harris Co., Inc., entered into a contract in writing  
with one J. C. Raab whereby the latter agreed to  
furnish all of the necessary labor and material for  
carpentry work complete and all such work as  
shown on plans or mentioned in specification as  
prepared by George B. Post & Sons, Architects,  
pages 35 to 45 inclusive and the general conditions

Notice by Hegeman-Harris Co.

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to the specification pages 1 to 11 inclusive, also paragraph 8 to 24, 32 to 40, 50 to 53, 61 to 69, 76 to 79, 84 to 88 under Special Room Finish and Automobile Shed for the Morris County Golf Club, Convent Station, New Jersey, for and in consideration of the sum of \$41,559, to be paid to the said Raab in installments as follows: On or before the 10th day of each month said Raab became entitled to 85% value of the work and material provided by him during the preceding month, the remaining 15% to be held until the expiration of thirty days after the completion and acceptance of said work.

It was also provided in said contract as follows:

“Ninth.—Should the Subcontractor at any time “refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality and quantity, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, on his part to be performed, the General Contractor shall be at liberty at any time after the mailing of a three days’ written notice to the Subcontractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Subcontractor under this contract; and the General Contractor shall be at liberty to terminate the employment of the Subcontractor under this contract, and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in the event of such discontinuance of the employment of the Subcontractor, he shall not be entitled to receive any

## Notice by Hegeman-Harris Co.

“further payment under this contract until the said  
“work shall be wholly finished, at which time, if  
“the unpaid balance of the amount to be paid under  
“this contract shall exceed the expenses incurred  
“by the General Contractor in finishing the work,  
“such excess shall be paid by the General Con-  
“tractor to the Subcontractor; but if such expense  
10 “shall exceed such unpaid balance, the Subcon-  
“tractor shall pay the difference to the General  
“Contractor. The expense incurred by the Gen-  
“eral Contractor, as herein provided either for fur-  
“nishing materials or for finishing the work, and  
“any damage incurred by such default, may, at  
“the option of the General Contractor, be audited  
“and certified by the Architects, whose certificate  
“thereto, in the event of such audit, shall be con-  
“clusive and binding upon the parties hereto.”

20 Said Raab started to work on or about September 29th, 1919; he at no time proceeded promptly with the work but persistently and continuously delayed its performance; on July 7th, 1920 he was notified by this defendant in writing and in accordance with the terms of the contract, to proceed with the work or it would be taken over and completed by said Hegeman-Harris Co., Inc.; he failed to proceed with the work and on July 10th,  
30 1920 abandoned it and withdrew his men and materials from said building; up until that time he had been paid in full for all labor and materials furnished by him; subsequently this defendant, Hegeman-Harris Co., Inc., completed the work undertaken to be done by said Raab at a cost in excess of the contract price agreed to be paid to said Raab.

The cost of completing the work undertaken to  
40 be done by said Raab under the terms of said

Notice by Hegeman-Harris Co.

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contract in excess of the amount agreed to be paid to him was \$3,743.13.

This defendant is without information concerning the allegations of the claim of the defendants, Green & Pierson, Inc., and prays for proof thereof.

INSLEY, VREELAND & DECKER,  
Solicitors of Defendant, Hegeman-  
Harris Company, Inc.

10

**Notice by Hegeman-Harris Co.**

Filed Sept. 10, 1921.

IN CHANCERY OF NEW JERSEY.

<p>Between MORRIS COUNTY GOLF CLUB, Complainant, and HEGEMAN-HARRIS Co., INC., <i>et</i> <i>al</i>, Defendants.</p>	}	<p>Notice that the Defendant 20 Hegeman - Harris Co., Inc., Concedes that There is Due to George A. Mills Woodworking Company the Sum of \$1399.70 Payable Out of the Fund in Court.</p>
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Notice is hereby given by the Hegeman-Harris, Inc., defendant in the above named suit, that it concedes there is due to the defendant, George A. Mills Woodworking Company, the sum of Thirteen hundred and ninety-nine dollars and seventy cents (\$1399.70) out of the fund paid in court by the complainant as set forth in the sixth paragraph of the bill of complaint.

30

INSLEY, VREELAND & DECKER,  
Solicitors of Defendant, Hege-  
man-Harris Co., Inc.

40

**Order of Reference.**

Filed

IN CHANCERY OF NEW JERSEY.

10	Between MORRIS COUNTY GOLF CLUB Complainant.  and  HEGEMAN-HARRIS CO. INC, <i>et</i> <i>als.</i> Defendants.	} Order of Reference.
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This matter being opened to the court by Insley, Vreeland and Decker, Solicitors of Complainant.

20 It is, on this 4th day of October, 1921, ordered that this cause be referred to Honorable John Griffin, one of the Vice Chancellors of this court, to hear the testimony and take the proof and advise the Chancellor what order or decree should be made.

E. R. WALKER.

Chancellor.

We consent to the making of the above order, this September 1st, 1921.

30

VREELAND AND WILSON.  
 Solicitors of George A.  
 Mills Woodworking  
 Company.  
 HOWARD F. BARRETT.  
 Solicitor of Green & Pier-  
 son, Inc.  
 N. C. TOMS,  
 Solicitor for James W.  
 Ruthven, Administrator.

40

**Order Fixing Day for Hearing.**

Filed

IN CHANCERY OF NEW JERSEY.

MORRIS COUNTY GOLF CLUB.  
Complainant.

vs.

HEGEMAN-HARRIS COMPANY,  
INC. *Et Als.*  
Defendants.

Order Designating  
Day for Final  
Hearing. 10

This matter being opened to the Court by William E. Decker of Counsel with Hegeman-Harris Company, defendants, and the other defendants 20 consenting;

It is on this 10th day of January 1922, ordered that the order heretofore made designating May 23rd, 1922, as the date of final hearing of this case be vacated, and

It is further ordered that the final hearing of this case be held on 8th day of February 1922 at 10 o'clock in the forenoon at Chancery chambers in Jersey City. 30

JOHN GRIFFIN,  
Vice Chancellor.

**Stipulation.**

Filed Feb. 8, 1922.

## IN CHANCERY OF NEW JERSEY.

10	Between, MORRIS COUNTY GOLF CLUB, Complainant, And HEGEMAN-HARRIS CO., INC., <i>et al.</i> , Defendants.	} On Bill, &c. Stipulation.
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It is hereby stipulated and agreed by and between  
 the solicitors of the parties who sign hereto that  
 20 the following stipulation may be used in evidence  
 as the facts upon which a decision may be reached  
 the same as if said facts had been introduced in  
 evidence by testimony of witnesses before the Court.

1. That the complainant entered into a contract  
 with Hegeman-Harris Co., Inc., dated August 29,  
 1919, a true copy whereof is annexed to the bill of  
 complaint, which said contract was filed in the  
 office of the Clerk of the County of Morris, in which  
 30 County said building or buildings are situate as  
 required by law, together with the drawings and  
 specifications accompanying the same, on Septem-  
 ber 15, 1919, which said contract, drawings and  
 specifications were filed as aforesaid before any  
 work was done or materials furnished thereunder.

2. That said Hegeman-Harris Co., Inc., subse-  
 quently entered into a sub-contract for the car-  
 40 penter work with J. C. Raab, who is the same per-

Stipulation.

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son mentioned in the bill of complaint as Julius C. Raab, trading as J. C. Raab Company, dated November 3, 1919, and a copy of said contract is annexed hereto and marked Schedule 1.

3. That subsequently the defendant, The George A. Mills Wood Working Co., a corporation, furnished and delivered to said J. C. Raab, trading as 10 J. C. Raab Company, materials and labor from April 30, 1920, to July 8, 1920, which said materials and labor were furnished, used and employed in the erection of the buildings provided for in the contract and specifications above mentioned amounting to the sum of \$8,528.01, and received payments on account amounting to \$4,030.50, leaving a balance of \$4,497.51, and that subsequently due and legal notice of the claim of said The George 20 A. Mills Wood Working Co., dated August 2, 1920, was duly and properly served upon the Morris County Golf Club on August 2, 1920, and on Hege-man-Harris Co., Inc., on August 3, 1920, and that the statement of claim of The George A. Mills Wood Working Co., as filed herein, be accepted as proved herein in all respects, and was filed with the Clerk of the Court of Chancery, in this cause, within time.

30

4. That the defendant, James W. Ruthven, is the administrator of James Ruthven, deceased, who died July 15, 1920; that the said James Ruthven, deceased, as a sub-contractor under the said Julius C. Raab, trading as J. C. Raab Company, was employed by the said Julius C. Raab in erecting and constructing the club house or building mentioned and set forth in the bill of complaint, and in the contract and specifications executed between the 40

## Stipulation.

said complainant and the said defendant Hegeman-Harris Co. and filed as aforesaid; that under said employment the said James Ruthven furnished to the said Julius C. Raab between May 1, 1920, and July 10, 1920, both dates inclusive, work, labor and materials which were used and employed in the erection of the said club house or building, and  
10 that the value of said work, labor and materials amounted to \$1802.74, upon which a payment of \$250.00 was made, leaving a balance of \$1552.74 due and owing therefor to the said James Ruthven on said July 10th; that the said James Ruthven in his lifetime and the defendant James W. Ruthven, Administrator, &c., afterwards, demanded payment from the said Julius C. Raab and from the said defendant Hegeman-Harris Co. of said amount of  
20 \$1552.74 for said work, labor and materials; that the said Julius C. Raab and the said Hegeman-Harris Co. refused to pay the said James Ruthven or the defendant James W. Ruthven, administrator, therefor, and that thereafter on August 14, 1920, the defendant James W. Ruthven, administrator, &c., duly and properly served upon the complainant, the owner of the said building and upon the defendant Hegeman-Harris Co., a due and legal notice in writing, a true copy of which is annexed to  
30 the bill of complaint; that the complainant and the said defendant Hegeman-Harris Co. gave notice to the said Julius C. Raab of the defendant, Ruthven's said notice and said demand and that the said Julius C. Raab did not within five days or at any time since, after receiving said notice, notify the defendant Ruthven that he, the said Julius C. Raab disputed the amount of said defendant's Ruthven's said claim and requested said defendant  
40 Ruthven to establish the same by judgment;

Stipulation.

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that the said amount of \$1552.74, for said labor and materials, has never been paid and the same, with legal interest, is still due and owing to the defendant Ruthven; that the statement of claim of the said defendant James W. Ruthven, administrator of James Ruthven, deceased, filed herein, be accepted as proved herein in all respects, and was duly filed with the Clerk of the Court of Chancery, 10 in this cause within time.

5. That Green & Pierson, Inc., furnished and delivered to said J. C. Raab, trading as J. C. Raab Company, materials and labor from February 10, 1920, to June 25th, 1920, which said materials and labor were furnished, used and employed in the erection of the buildings provided for in the contract and specifications above mentioned amounting to the sum of \$1923.30, and that subsequently 20 due and legal notice of the claim of said Green & Pierson, Inc., dated October 23, 1920, was duly and properly served upon the Morris County Golf Club on October 25, 1920, and on Hegeman-Harris Co., Inc., on October 25, 1920, and that the statement of claim of Green & Pierson, Inc., as filed herein be accepted as proved herein in all respects, and was filed with the Clerk of the Court of Chancery, 30 in this cause, within time.

6. That all of the three claimants above named caused demand to be made on said J. C. Raab, trading as J. C. Raab Company, of their claims and the amount specified in said claims and stop notices, and demanded payment thereof prior to serving said stop notices, and no payment was made, and that the complainant, the said owner, and the said defendant, Hegeman-Harris Co., Inc., 40

## Stipulation.

gave notice to the said Raab of serving with them of each of the said defendants' said notices and demands, and that the said Julius C. Raab did not within five days or any time since he received said notices notify any of the said defendants that he, the said Raab, disputed the amount of any of the defendants said claim or requested any of the said defendants to establish the same by judgment.

10 7. That there is also due and owing to The George A. Mills Wood Working Co., a corporation, from Hegeman-Harris Co., Inc., defendant herein, the sum of \$1399.70, with interest thereon from September 23, 1920, and said defendant, Hegeman-Harris Co., Inc., consents that an order be made herein directing the Clerk to pay said sum, with interest as aforesaid, to the said The George A. Mills Wood Working Co., a corporation, forthwith.

20 8. That said J. C. Raab during the performance of his work and during the latter part of June and the early part of July, 1920, refused or neglected to supply a sufficient number of properly skilled workmen and materials of the proper quantity and quality and failed to prosecute the work with promptness and diligence and that on July 7, 1920, the Hegeman-Harris Company gave to him a notice in writing requiring him to proceed with the performance of his sub-contract; that said notice was  
30 mailed to the said Raab on July 7, 1920, and was received by him on July 8th, 1920; that on or about July 12, 1920 the said Raab abandoned the work and defaulted in the performance of his sub-contract with the Hegeman-Harris Company Inc., and since that time did no work under said sub-contract; that on or about July 12, 1920, the Hegeman-Harris Co., Inc., in accordance with the  
40 provisions of its sub-contract with said Raab, com-

## Stipulation.

menced, and on March 2, 1921 completed the work to be done thereunder by the said Raab; that said Raab at the time he abandoned his said sub-contract had been paid the sum of \$39,945.21; that payments were made to the said Raab by the Hegeman-Harris Co., Inc., upon applications made in writing to the said Hegeman-Harris Co. Inc., by the said Raab, without the production of a certificate from the Architects that payment was due as referred to in paragraph 10 of the said Raab sub-contract; and that the total amount of said Raab sub-contract, if he had fully performed the same, including all extra work, would have been the sum of \$49,308.47; that the total cost of completing said Raab sub-contract to Hegeman-Harris Co., Inc., was \$52,367.42, in which sum is included the sum of \$39,945.21 paid to said Raab, and the sum of \$1399.70 owing to the George A. Mills Wood Working Co., mentioned in paragraph 7 hereof.

9. Any party hereto may offer any additional evidence as may be deemed advisable.

INSLEY, VREELAND & DECKER,  
Solicitors Hegeman Harris Co.

VREELAND & WILSON,  
Solrs. of Deft. The George A.  
Mills Wood Working Co.

N. C. TOMS,  
Solr. for James W. Ruthven,  
Adm'r.

HOWARD F. BARRETT,  
Solr. for Green & Pierson, Inc.

**Stipulation.**

Filed

## IN CHANCERY OF NEW JERSEY.

10	Between MORRIS COUNTY GOLF CLUB, Complainant,  and  HEGEMAN-HARRIS COMPANY, <i>et als,</i> Defendants.	} Stipulation as to } Proof.
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It is STIPULATED by the solicitors of all of the parties defendant in the above named case that the attached statement shows the amounts applied for by J. C. Raab to the Hegeman-Harris Company for work done under the sub-contract for carpentry work on the property of the Morris County Golf Club at Convent Station; the amounts applied for  
 20 for extra work and the amounts paid by the Hegeman-Harris Company to the said J. C. Raab;

It is FURTHER STIPULATED that the Hegeman-Harris Company may offer in evidence at the next hearing of this case the original estimates made to it by J. C. Raab for work done under the above named contract, the original applications made by the said Hegeman-Harris Company to the Morris County Golf Club and also the certificates of the architect showing the amount of work under said contract from time to time.

30 Dated March 16th, 1922.

INSLEY, VREELAND & DECKER,  
 Solicitors of Hegeman-Harris  
 Company.

VREELAND & WILSON,  
 Solicitors of George Mills  
 Woodworking Company.

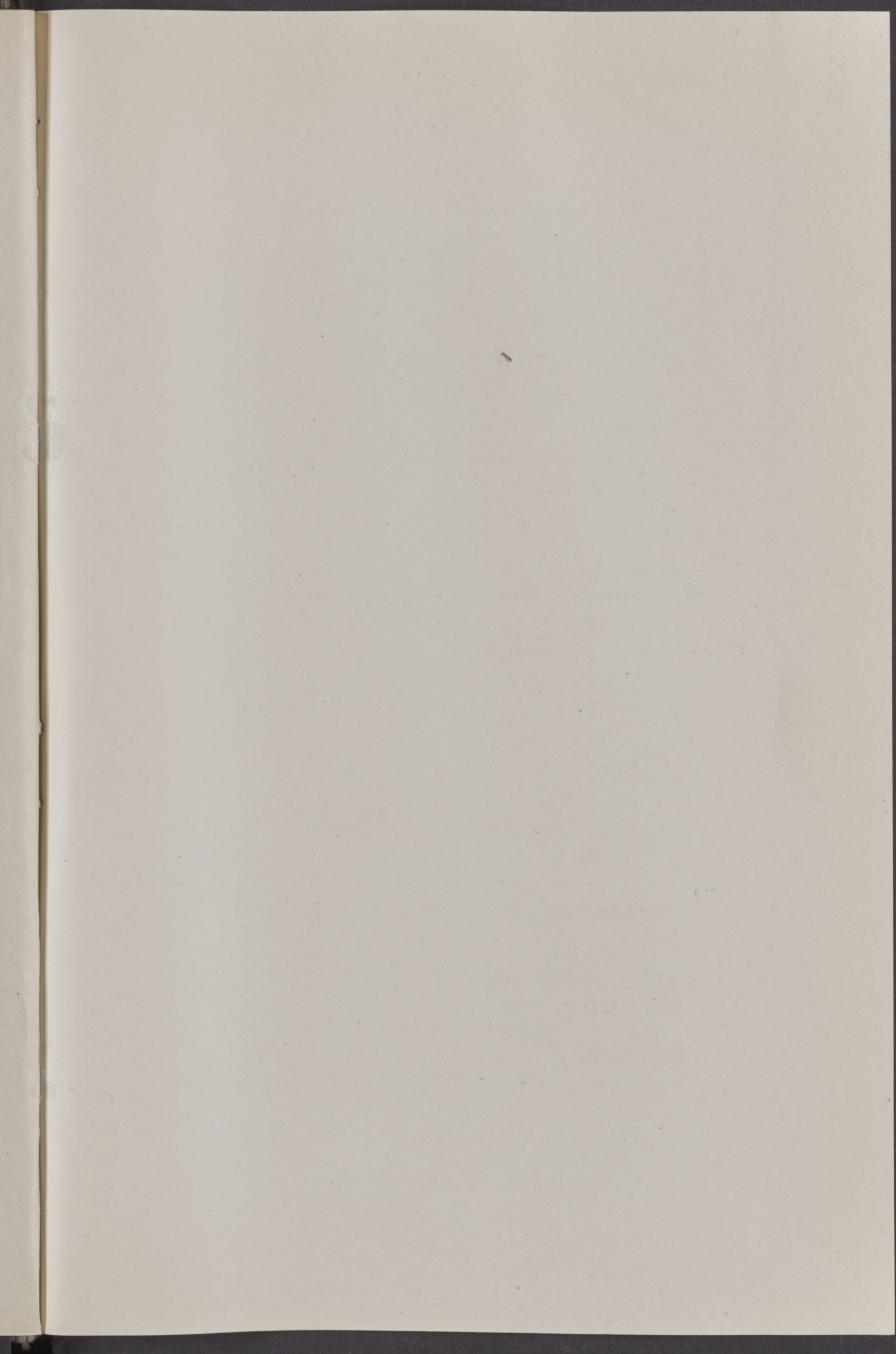
HOWARD F. BARRETT,  
 Solicitor of Green & Pierson.

N. C. TOMS,  
 Solicitor of James W. Ruth-  
 ven, Adm'r.

## J. C. RAAB COMPANY—MORRIS COUNTY GOLF CLUB

Applica- tion	Date	Period of week	Amount applied for on Contract	Amount applied for on Extra Wk.	Total amount applied for	Reserve on contract Wk. 15%	Total amount less 15%	Amount Paid by H. H. Co.	Plus	Minus
2	11/6/19	October	100% 6467.32	100% 24.45 341.07 265.20	7098.04	970.09	6127.95	Nov. 1919 6063.72		64.23
3	12/8/19	November	4811.98	34.52 407.63	5254.13	721.79	4532.34	Dec. 1919 4738.42 34.52	240.60	
4	1/12/20	December	2937.07	22.00 38.72 10.95	3008.74	440.53	2568.21	Jan. 1920 2000.00		568.21
5	2/10/20	January	7238.13	1728.00 1.98 5.28	8973.39	1085.72	7887.67	Feb. 1920 3100.00		4787.67
6	3/10/20	February	3078.00	77.29	3155.29	461.70	2693.59	Mar. 1920 9380.41	6686.82	
7	4/1/20	March	2665.00	49.06 61.28 4.40	2779.74	399.75	2379.99	Apr. 1920 3381.55	1001.56	
8	5/8/20	April	3238.00	41.91 60.66 5.32 8.57 27.66	3382.12	485.70	2896.42	May 1920 2705.06		191.36
9	6/8/20	May	7169.00	12.37 5.94 11.71 16.64 13.23 63.94 60.61 12.98 66.20 9.02 3.41 9.81 7.24 54.85 3.55 2.16	7522.66	1075.35	6447.31	June 1920 7447.93 93.60 1000.00	1094.22	
10	7/8/20	June	8698.00		8698.00	1304.70	7393.30			6393.30
			43302.50	3569.61	49872.11	6945.33	42926.78	339945.21	9023.20	12004.77

HAMMERMILL  
BOND



**Hearing Before Vice-Chancellor.**

IN CHANCERY OF NEW JERSEY.

10	<p style="text-align: center;">Between</p> <p style="text-align: center;">MORRIS COUNTY GOLF CLUB, Complainant,</p> <p style="text-align: center;">and</p> <p style="text-align: center;">HEGEMAN-HARRIS COMPANY, <i>et al.</i>, Defendants.</p>	<p>On Bill, etc.</p> <p>MINUTES OF FINAL HEARING (Session of March 23, 1922)</p>
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## APPEARANCES:

20 MESSRS. INSLEY, VREELAND & DECKER (and  
Mr. French of the New York Bar) for  
Hegeman-Harris Co.

MESSRS. VREELAND & WILSON (and Mr. John  
Mills) for Geo. Mills Woodworking Co.,  
def't.

HOWARD F. BARRETT, Esq., for Green & Pier-  
son, def't.

N. C. TOMS, Esq., for J. W. Ruthven, Adm'r.,  
def't.

30 Before Hon. JOHN GRIFFIN, Vice-Chancellor.

Chancery Chambers, Jersey City, N. J., Mar.  
23d, 1922.

The Vice Chancellor: Has not this case been  
gone into?

Mr. Decker: If the Court please, I can recall to  
your mind what was done: This is an interpleader  
40 suit between a general contractor and three sub-

## Hearing Before Vice-Chancellor.

contractors, and the cause of the suit was that the default of Raab, who was a sub-contractor——

The Vice Chancellor: Oh, yes, I recall it.

Mr. Decker: At the conclusion of the last hearing we had offered in evidence a certificate of the Architect certifying that it cost more to complete Raab's sub-contract than there was due to Raab under the contract; and then an adjournment was taken, with the statement that the other defendants could look into the figures, if they chose; and they have gone into them——

The Vice Chancellor: I have a memorandum "Stipulation filed; adjourned to March 23/22,"—— was not the case practically closed?

Mr. Decker: Yes, I would say it was.

Mr. Wilson: No, Vice Chancellor, it was not closed. You set it down for to-day to give us an opportunity to look over the applications made for payments both by Raab and by Hegeman-Harris Company, and when we saw those and examined them we were then to advise you whether or not we would take testimony to-day. We have been able to get those papers, which I have referred to, and Mr. Decker has been able to submit them to us; and on Tuesday afternoon (day before yesterday) we went over them. It is quite a big task, and, so far as we are concerned, Mr. Decker wanted us to stipulate that he might offer them in evidence; and, speaking for myself, that is exactly what I want; I want him to offer them in evidence; and Mr. Decker, I think now, will offer those in evidence to-day—is not that right?

Mr. Decker: Well, it was my intention to offer in evidence the Certificate of the Architect, and then rest our case; but if the Court, or any of the other counsel, wanted the other papers in evidence,

## Hearing Before Vice-Chancellor.

why, they are right here, and they can be put in evidence. The papers, if the Court please, consist of applications by the sub-contractor to the general contractor for payment, and applications by the general contractor to the owner, and a great number of bills and vouchers and other documents supporting those applications; also the certificates  
10 of the Architect; and that is all.

The Vice Chancellor: What is the point just now in litigation between the interpleading defendants? The money has been paid into Court?

Mr. Decker: Yes.

The Vice Chancellor: Now you are litigating, I suppose, over the question of priorities, and I presume there is insufficient moneys to pay all the parties?

20 Mr. Decker: No, there is enough money to pay all of the defendants other than the Hegeman-Harris Company, provided they are entitled to it. The Hegeman-Harris Company was the general contractor; under the contract that it held with Raab, if Raab defaulted the Hegeman-Harris Company had a right to take over the performance of Raab's contract and charge up the cost to him. There is no doubt (and it is conceded) that Raab defaulted—he just abandoned the work—and  
30 Hegeman-Harris Company took over his contract and completed it at an excess of about three thousand dollars over the contract price.

The Vice Chancellor: Well, they are entitled to deduct that, aren't they?

Mr. Decker: Entitled to what?

The Vice Chancellor: They have a claim then against Raab, haven't they, for the three thousand dollars?

40 Mr. Decker: Oh, no; that three thousand dollars

Hearing Before Vice-Chancellor.

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was money out of the pocket of the Hegeman-Harris Company.

The Vice Chancellor: Certainly; they have lost it.

Mr. Decker: Yes, sir; and we say whatever rights the other defendants had rested on this contract of Raab; he defaulted, and there was nothing due to Raab; consequently, under the 3d Section of the Mechanics Lien Act, there was nothing to pass to 10 them.

The Vice Chancellor: Who contends the other way?

Mr. Decker: The other defendants.

The Vice Chancellor: Do you mean to say that if I make a contract with a man for building my house, and the contract is filed, and I have done everything under the statute to protect myself, and my contractor defaults, and I spend more money 20 than the contract calls for with him in completing my house, I still have got to pay the laborers and material-men?

Mr. Decker: No, I do not say that.

The Vice Chancellor: Well, do the other side say that?

Mr. Wilson: No, sir; we are not saying that, either.

The Vice Chancellor: How does anyone that has a claim against Raab come in against Hegeman- 30 Harris?

Mr. Wilson: As we explained to you, we rested under the statute, but we wanted to go further than that—we wanted to get these papers before you; we think they will show a different situation, if they are in evidence; we want the evidence of what was done. Let us get the evidence in.

The Vice Chancellor: All right; you may do that; you may proceed.

## Hearing Before Vice-Chancellor.

Mr. Wilson: Mr. Decker submitted a stipulation to us which suits us exactly; and when that testimony is put in, why, then, I have something to say on it.

Mr. Decker: Well, I will offer the Certificate of George B. Post & Sons, dated February 6th—is there any objection to it?

10 Mr. Barrett: I want to object, Mr. Decker, unless the other papers are going in, so as to show how this statement was made up that you are going to offer now, this Certificate.

The Vice Chancellor: Well, then, offer all the papers.

Mr. Barrett: The figures which go to reach the conclusion that is made up in that certificate I think ought to go together, for the benefit of the

20 Court, as well as the parties in interest.  
The Vice Chancellor: I suppose, though, the Certificate of the Architect is final and conclusive, unless obtained by fraud; but you can offer the whole thing, to save time.

Mr. Decker: The contract makes it final. I offer in evidence Certificate of George B. Post & Sons, dated February 6, 1922, together with six sheets attached to it. (And the same is now marked Exhibit

30 D, A, 1).  
Mr. Decker: Well, if the Court please, I want it understood that we are resting our case on this Certificate; that, while the other papers are here, and we are perfectly willing to let anybody have access to them and to offer them in evidence, still I do not want any misunderstanding about that.

The Vice Chancellor: Let me see your certificate.

(The Certificate was thereupon handed to the Court by Mr. Decker.)

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Hearing Before Vice-Chancellor.

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The Vice Chancellor: Does the contract provide for this kind of a certificate?

Mr. French: Yes. This is the contract between Raab and Hegeman-Harris Co., which makes the Architect on the general contract an arbitrator as to this matter. The contract between Hegeman-Harris Company and Raab provides that if Raab defaults and Hegeman-Harris completes, that the 10 excess cost of completion shall be certified to by the Architect and shall bind the parties.

The Vice Chancellor: I see.

Mr. Mills: I do not remember that in the contract, your Honor.

Mr. French: I will read to your Honor, the contract. (Reading to the Court the default clause in the contract.)

The Vice Chancellor: This objection I will over- 20 rule.

Mr. Barrett: May I state further to your Honor, or just call to your attention the fact that this Certificate is made on February 6th, and it seems to me that if Mr. Decker is going to press his motion to have this certificate submitted with the other papers, showing the papers from which it is made up, so as to check it up, then I submit that we ought to have the right to cross-examine Mr. Post on that certificate, with reference to its correctness. I do 30 not allege any fraud here, but I think we ought to have these other figures, or have the information from Mr. Post, to know as to the correctness of that statement. I think we ought to have the right to do that.

The Vice Chancellor: Well, you may call him if you want to; but the certificate of an architect under a contract of the character just read is final and conclusive on all the parties. The only thing 40

## Hearing Before Vice-Chancellor.

that I know of that can dispose of that Certificate is fraud.

Mr. Barrett: Suppose there should be a gross error in the figures making the thing up? Would we be bound by that?

The Vice Chancellor: I think so.

10 Mr. French: There is no disposition on the part of Hegeman-Harris Company to keep any evidence from the Court; the evidence is all here; any of these other lienors, parties, may take it and offer it in evidence; it is all here on the table, but it is not part of our case.

Mr. Wilson: I appreciate Mr. Decker's situation; I feel sorry for Mr. Decker. I think Mr. Decker, if left alone, would have offered it. I will offer it now; I offer in evidence the papers fastened together here, which are Hegeman-Harris Company  
20 Application No. 1, and, annexed to it, the application of Raab, No. 2, which Mr. Decker tells me is Raab's No. 2—

Mr. Decker: No; it is the other way around; it is the second application of Hegeman-Harris, but Raab's first application.

Mr. Wilson: I stand corrected, then; Mr. Decker knows more about it than I do.

30 (The papers offered by Mr. Wilson are admitted and marked Exhibit W, A, 1.)

Mr. Wilson: I also offer the paper marked Application No. 3 of Hegeman-Harris Company (Admitted and marked Exhibit W, A, 2). Also the paper marked Application No. 4 of Hegeman-Harris Company, and, in each case the accompanying documents (Admitted and marked Exhibit W, A, 3). Also the paper marked Application No. 5 of the Hegeman-Harris Company and accompanying  
40 documents (Admitted and marked Exhibit W,

Hearing Before Vice-Chancellor.

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A, 4). Also the paper marked Application No. 6 of Hegeman-Harris Company, and accompanying documents (Admitted, and marked Exhibit W, A, 5). Also the paper marked Application No. 7 of Hegeman-Harris Company and accompanying documents (Admitted, and marked Exhibit W, A, 6). Also the paper marked Application No. 8 of Hegeman-Harris Company and accompanying documents (Admitted, and marked Exhibit W, A, 7). Also the paper marked Application No. 9 of Hegeman-Harris Company, and accompanying documents (Admitted, and marked Exhibit W, A, 8). Also the paper marked Application No. 10 of Hegeman-Harris Company and accompanying documents (Admitted, and marked Exhibit W, A, 9). Also the paper marked Application No. 11 of Hegeman-Harris Company and accompanying documents (Admitted, and marked Exhibit W, A, 10). Also the paper marked Application No. 12 of Hegeman-Harris Company and accompanying documents (Admitted, and marked Exhibit W, A, 11). Also the paper marked Application No. 13 of Hegeman-Harris Company, consisting of ten sheets, and the accompanying documents (Admitted, and marked Exhibit W, A, 12). Also Certificates of George B. Post & Sons, Architects—I suppose they may all be marked as one exhibit? 30

The Vice Chancellor: Yes.

Mr. Wilson: They are No. 11674, dated, October 20, 1919; No. 11693, dated November 21, 1919; No. 11710, dated December 29, 1919; No. 11722, dated January 28, 1920; No. 11732, dated February 27, 1920; No. 11745, dated March 29, 1920; No. 11754, dated April 22, 1920; No. 11767, dated May 20, 1920; No. 11787, dated June 23, 1920; No. 11809, dated August 3d, 1920; No. 11822, dated August 40

Hearing Before Vice-Chancellor.

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25, 1920; and No. 11833, dated September 16, 1920; and copy of Certificate No. 11,886, dated March 1st, 1921 (And the several papers so offered are admitted and marked as one exhibit, W, A, 13).

Mr. Wilson: Mr. Decker agrees with me that in the Exhibit D, A, 1 page 2, "Detail of Cost of Carpentry," the debit items totalling \$52,367.42  
 10 include \$7,749.47, extra carpenter work, of which items \$3,569.61 were performed by Raab, the sub-contractor, before he stopped his work on the job, and the balance of \$4,179.86 were extras allowed by the Architect to Hegeman-Harris Company in completing the carpenter work.

Mr. Decker: Yes.

The Vice Chancellor: Well, under the contract, wasn't there provision made for extra work?

Mr. Wilson: Yes, sir.

20 The Vice Chancellor: And the extra work done, then, was classified as being under the contract, the same as any other work?

Mr. Wilson: Yes, sir—one moment, if your Honor please—

Mr. Toms: It is agreed that the items on the second page of this Exhibit D, A, 1, after the item "\$39,945.21" constitute the amount of the carpenter work done by Hegeman-Harris Company after  
 30 Raab quit the job, and were part of those certificates Exhibits 11, 12 and 13, as they are represented by the carpenter work.

Mr. Wilson (After consultation with counsel): Mr. Toms thinks that I have omitted to show—and that none of us show—the amount that the Golf Club has paid.

Mr. Decker: That is in the bill of complaint.

Mr. Wilson: Well, I think we will all agree  
 40 then, that the amount of the Architect's Certifi-

## Hearing Before Vice-Chancellor.

cates which have been offered in evidence have all been paid to Hegeman-Harris Company by the Morris County Golf Club, except the last certificate for \$21,339.80, which sum was paid into Court, plus a sum of \$1708.04, which was also paid into Court by the Golf Club. Mr. Barrett, Vice Chancellor, wants his objection entered on the record to the introduction in evidence of the Architect's Certificate dated February 6th, 1922, and marked Exhibit D, A, 1. He thinks that I stopped him from putting that objection in by getting up a while ago. 10

The Vice Chancellor: It may be noted, but I think Mr. Barrett is big and strong enough to object for himself, is he not?

Mr. Wilson: Well, the only reason I did it, sir, was that he said I stopped him by butting in, and I did not want to do that. 20

Mr. Decker (Referring to a paper attached to one of the exhibits formerly offered): This is a summary of figures; it is a mere tabulation; I do not see any necessity of putting it on the record.

Mr. Wilson: No, I do not see anything in it.

The Vice Chancellor: It is nothing more than argument; counsel can hand me that apart from the evidence. It all appears on the record. If they stipulate it is correct, that is all there is to it. I do not need to investigate and verify it. What are you going to do with it? 30

Mr. French: We agree that this is a correct statement, but, following out the suggestion of Mr. Decker, it is no part of our case; we have no objection to it; any of these parties may offer it in evidence; it is a tabulation showing the figures on these exhibits; we stipulate that it is correct. 40

Hearing Before Vice-Chancellor.

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The Vice Chancellor: Why, he has got a stipulation on the record, has he not, that that is correct?

Mr. Mills: Not complete; it only covers ten of the applications.

The Vice Chancellor: Oh, then, take it out; it is a mere matter for the convenience of the Court.

Mr. Wilson: It is in now, is it not?

10 The Vice Chancellor: No, it is not in; it is a mere matter for the convenience of the Court, and it is not evidence unless it is admitted that it is correct.

Mr. French: We stipulate that it is correct, if the Court please.

The Vice Chancellor: Have you anything more, Mr. Wilson?

20 Mr. Wilson: No, sir; we have nothing further at this time, Vice Chancellor. Now, I have this to say: Here are thirteen applications and some twelve or fifteen certificates, which are now in evidence; I am a sort of a country lawyer, and maybe I am a little bit slow, and it takes me some time to adjust figures and facts. I must confess that I am in no position at all now, with this mass of material which we got here on Tuesday, to make any argument, or to tell your Honor that our case is closed, or anything of the sort.

30 The Vice Chancellor: Well, is the case closed now?

Mr. Wilson: No, I am making an application to you: To-day is Thursday; Friday and Saturday I can go through and analyze these figures, making up one hundred and ninety-five thousand dollars, and I want your Honor to hold it open to me from now until Monday, your next motion day——

40 The Vice Chancellor: I will not be here next Monday, I will be at Paterson.

Hearing Before Vice-Chancellor.

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Mr. Wilson: Well, I will go to Paterson, if you say so.

The Vice Chancellor: No, I am trying a case in Paterson on Monday.

Mr. Wilson: Well, just a few days—I don't care how long your Honor gives me—to say to your Honor whether I want to put in testimony that might explain, rebut or change any of this mass of figures which Hegeman Harris has furnished—just a reasonable time for me to do this, your Honor? 10

The Vice Chancellor: The only trouble is that I have one or two cases a week on my list to try myself more than I should have, and I find it is very difficult now to give any one a day. I am now setting cases for trial next January. You want to find out whether you can close your case in the present juncture? 20

Mr. Wilson: Yes; that is it, exactly.

The Vice Chancellor: Well, how about the other counsel?

Mr. Wilson: I imagine I speak for them.

Mr. Barrett: I would want to speak to your Honor on that subject. As to these figures here, the first time I have seen them, I believe Mr. Decker sent them by messenger to Mr. Wilson's office a couple of days ago; Mr. Wilson tried to reach me, and I was in Newark trying a case at the time; and Mr. Decker, very rightly, of course, did not want to leave them there, so his messenger brought them back late that afternoon; that was day before yesterday; so that I could not see them. I went yesterday morning to Mr. Wilson's office (that is, the very next day), and I stayed with him from a little after nine in the morning until 5:30 in the afternoon, going over the situation, with 40

## Hearing Before Vice-Chancellor.

what memorandums he took; but I want to confess that I did not satisfy myself at all as to the situation; and that is one of the reasons why I make my objection to the architect's certificate going in there. I think it ought to be checked up by myself and by the Court, so that there is something here to show that the figures here will arrive at that  
10 conclusion. If there is a mistake there, which might be probable, we ought to know it, and ought to have time to investigate it. Now, I took a couple of these papers into the other room before you came in, and I did not go very far before I saw evidence that it was a hopeless proposition to take those papers and try to do something with them in an hour or two; and I would like very much to have an opportunity to go over these figures,  
20 and pick out the figures which refer to the carpentry work, out of that one hundred and ninety-five thousand dollars, and set them alongside of each other, and put my own check on them for my own satisfaction. I make that request.

The Vice Chancellor (To Mr. Decker): What do you say to that?

Mr. Decker: If the Court please, in the first place, the answer to all of it is the contract, and the architect's certificate. They cannot bring evi-  
30 dence here to contradict that certificate, under the law, in the absence of fraud; and there is no fraud. In the second place, we have got together all of this proof for the purpose of showing it to counsel so as to give them an opportunity to examine it and satisfy themselves, in order to save the time and trouble of laying it before the Court with witnesses. I had done that and accomplished  
it.

40 The Vice Chancellor: Well, I think I should let

Hearing Before Vice-Chancellor.

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them examine and satisfy themselves. They would feel better about it when it is over with.

Mr. Barrett: May I ask your Honor if we really are bound by that Architect's Certificate?

The Vice Chancellor: I think you are.

Mr. Barrett: If the figures here show that there is a gross mistake, and that, instead of an over-run or expense to the Hegeman-Harris Company of \$3,058, it shows that they were not put to an expense at all, but rather made a profit on the proposition?

The Vice Chancellor: Well, I would not want to decide hypothetical questions. I suppose if it is a fact that there is a mistake, they will correct it, if it is pointed out. But I understand the rule of law to be that when the parties select an architect or engineer to supervise the work, and agree that they shall be bound by his certificate, they can only set it aside for fraud; even though the architect makes a mistake in his ruling, where it is committed to him, they are bound; if they select the arbitrator or umpire, they have got to be bound by it, because they are taking away from the court its jurisdiction. The first case in this State where the question of fraud arose was the divided-opinion case of *Chisholm vs. Sheppard*, I think, about 9th Vroom—an opinion by Justice Magie (at that time, afterwards Chancellor), and it was on a divided opinion even then; and the rule is very rigid, as I understand it; but you may look into the thing; that is a matter for argument afterwards.

Mr. Decker: May I make a suggestion that I had prepared a memorandum outlining our position both as to the facts and as to the law; I am satisfied that counsel for the other defendants will not find any mistakes at all in these figures; and, as I

## Hearing Before Vice-Chancellor.

understand it, not finding any mistakes, the case is closed, so far as they are concerned. My suggestion would be this,—that, by Monday, if they will indicate to your Honor that they do not want to put any further evidence in, let them reply to my statement, and then the matter will be in your Honor's hands?

10 The Vice Chancellor (To the other counsel):  
How about that?

Mr. Wilson: That suits us. I do not want to impose on the Court, at all—I suggested Monday because that would give me two days, counting Saturday all day—as I imagine your Honor might say to me, “Mr. Wilson, you are asking a favor, and you must work Saturday”——

The Vice Chancellor: Oh, no.

20 Mr. Wilson: Well, all right, then, I should like  
a week longer.

The Vice Chancellor: I will give you until April 3d, my next motion day, here at Jersey City.

Mr. Wilson: Well, that is all right. Then on that day we will come down?

30 The Vice Chancellor: Yes. Before that day  
notify Mr. Decker if you dispute any items there, and point out what items you will object to, and then that can be argued with the main case. But  
my present impression is that, with the Architect's Certificate in, that is final.

Mr. Wilson: Now, these papers are in evidence, your Honor; I do not want to ask an unreasonable thing, but I want to ask if we may take them to Morristown and work on them there instead of having to come down here. I do not believe Mr. Decker will object. Certainly it is not worth anything to me to go away with them.

40 Mr. French: We have no objection, of course, to

Hearing Before Vice-Chancellor.

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that, or anything else. I do not even have a suspicion as to that.

Mr. Wilson: I do not imagine you did, but I make the request.

Mr. French: We have no objection.

Mr. Wilson: I shall feel myself responsible for all of these exhibits.

Mr. French: May we, however, ask you to leave 10  
the Exhibit D, A, 1?

Mr. Wilson: We have a copy of that; we do not want that.

Mr. French: Yes, because it is in evidence in our case.

Adjourned until Monday April 3d, 1922, at the Chancery Chambers Jersey City, N. J. at ten o'clock, A. M., or as soon thereafter as counsel may be heard. 20

**Conclusions of Vice-Chancellor Griffin.**

Filed Jan. 26, 1923.

## IN CHANCERY OF NEW JERSEY.

10	Between MORRIS COUNTY GOLF CLUB, Complainant  and  HEGEMAN-HARRIS COMPANY, INC., Defendant	}	Memorandum
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Submitted, December 29, 1922. Decided, December 29, 1922.

MESSRS. INSLEY, VREELAND & DECKER for Complainant

20 MESSRS. VREELAND & WILSON, for G. A. Mills Wood Working Company;

N. C. TOMS, Esq., for J. W. Ruthven, Adm'r.

HOWARD F. BARRETT, Esq., for Green & Pierson, Inc.

GRIFFIN, V. C.:

The Morris County Golf Club entered into a contract with Hegeman-Harris Company (hereinafter called the contractor) by the terms of which payments were to be made upon the certificate of the Architect. The contractor made a subcontract with 30 J. C. Raab & Co. (hereinafter called Raab) for the carpenter work. Raab abandoned the work on or about July 10, 1920, and the same was completed by the contractor at a loss to itself of upwards of \$3000. The following persons served stop notices on the owner for work done and materials furnished to Raab.

40 On August 14, 1920, Ruthven filed his stop-notice for \$1552.74.

Conclusions of Vice-Chancellor Griffin.

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On August 3, 1920, Mills & Co. filed their stop-notice for \$4497.51.

On October 23, 1920, Green & Pierson filed their stop-notice for \$1923.30.

On October 1, 1920, Mills & Co. served another stop-notice, which was for work done and materials furnished to Hegeman-Harris Company after Raab abandoned the work, and I understand from the stipulation that this sum either has been or may be 10 paid, and it is so consented to by the parties.

In this situation, the Golf Club filed its bill of interpleader, and the various claimants filed concise statements of their several claims, to which the Hegeman-Harris Company filed its objections.

On April 18, 1921, Raab & Co. and Raab were declared bankrupts; and on August 29, 1921, Stuhr, the Trustee, filed a disclaimer.

On August 29, 1921, an order was made to pay to 20 the contractor \$12,047.84.

On August 30, 1921, an interlocutory decree was entered directing the parties to interplead.

Thus the complainant goes free, permitting the various defendants to litigate as to the fund.

I may say that, in pursuance of the terms of the contract between the Golf Club and the contractor, payments were to be made upon the application of the contractor, and the certificate of the Architect. These certificates were given. The contract between 30 Raab and the contractor also provided for payment on the production of the Architect's certificate which certificates were not actually procured. I find, also, on investigating the figures, that the items paid to Raab excepting certain over payments were included in the contractor's application for payment and were included in the certificates given to the contractor; and if it was an important factor in the case I would find that these certificates, so fur- 40

Conclusions of Vice-Chancellor Griffin.

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nished by the Architect to the contractor to be delivered to the owner, which were predicated upon the claims and applications of Raab, were the certificates of the Architect under the contract between the contractor and Raab; but for reasons hereinafter given it is unnecessary to pass upon this question.

As the fund is insufficient to pay the contractor,  
10 it is entitled to the whole fund, unless, by reason of the Mechanics Lien Act, the claims of the claimants, under their stop-notices, take precedence of the claim of the contractor. When I speak of the "claims" here, I regard the claim of Mills & Co. for thirteen hundred and odd dollars as eliminated, as this was a debt of Hegeman-Harris Company, and it was stipulated, as above stated, that it should be paid.

20 The only point that can be asserted in favor of these claimants is that, in certain instances, the contractor paid in advance of the terms of its contract to Raab. An analysis of the statements showing the progress of the work, which I have compared with the applications of Raab for payment in connection with the Architect's certificates, shows that, in such instances, payments were made according to the contract, deducting the retained percentage, with the exception of two small items amounting to  
30 less than \$400, down to February 3, 1920, when there was a payment in excess of the amount due under the terms of the contract of \$6686.82; and, again, on March 4, 1920, one of \$1001.56 was made in excess. But prior thereto there had been deducted three items amounting to \$5400; thus, deducting the items of underpayment from those of overpayment, there was about twenty-two or twenty-three hundred dollars overpaid. And in May,  
40 1920, there was another item of underpayment, of

Conclusions of Vice-Chancellor Griffin.

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\$191.36, which further reduced the excess paid. And in June 1920, there was a further over-payment of \$1094.22. As I recall it, all of these items, excepting the excess amounts, were contained in the certificate which the Architect gave to the contractor and which it gave to the complainant. All these items of excess amount to \$9023.20. But just prior to the abandonment of the contract, in June, 1920, Raab applied for \$8698.00. The amount he was entitled to receive was \$7393.00 of this sum, but \$1000 was paid on account, and the work apparently was abandoned before the Architect's certificate approving of the application came in. Thus, \$6,393.30 was earned, apparently, but not paid, which inured to the benefit of the contractor and these claimants, provided the contractor had a surplus after completing the work.

The account at the time of the abandonment stood as follows:

Overpayments.....	\$9023.20	
Underpayments, (excluding the item of \$6393.30 earned at time of abandonment but not covered by Architect's certificate).....	5611.47	
	\$3412.73	
On August 3, 1920, when the certificate of the Architect was given on Application, No. 11, dated Aug. 1, 1920, Exhibit W. A. 10, which included Application 10, which showed that Raab had earned \$8698, upon which he was entitled to receive \$7393.30, he was paid \$1000—thus he was underpaid \$6393.30, which, with other underpayments made the amount (See statement showing progress of work).....	12004.77	30
Deduct the overpayments above.....	9023.20	
	\$2981.57	40
Shows that Raab was underpaid.....	\$2981.57	

Conclusions of Vice-Chancellor Griffin.

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Thus, on August 3, 1920, when the Architect gave a certificate which embraced Application 10, which included the \$6393.30, the right of creditors under stop-notices served thereafter was gone. *Slingerland vs. Binns*, 56 N. J. Eq., 413; *Person vs. Herring*, 63 N. J. Law., 599; *Smith vs. Dodge Bliss & Co.*, 59 N. J. Eq., 584. This rule would exclude  
10 all whose notices were served after August 3, 1920—and, possibly, the one served on that day—where the work had been abandoned by the debtor and the certificate was delivered at the time of or prior to the service of the stop-notice.

I am stating these facts for the benefit of counsel, not with the idea of deciding that, if there was an overpayment at the time the contract was abandoned and not covered by the subsequent certificate of August 3, 1920, it would inure to the benefit  
20 of the claimants. This I do not deem it necessary to pass upon, for the following reason: Prior to the Act of 1895 (P. L., p. 313) when the Fifth Section as it now exists was passed, the contractor was free to deal with the fund as he saw fit, he might assign or dispose of it effectually prior to the service of stop-notices on the owner. To avoid this injustice the Fifth Section was passed, which may be found in the Compiled Statutes, p. 3298, Sec. 5. In  
30 reading this section, it must be borne in mind that it refers only to the liability of the owner for advance payments, and not to the contractor. It says, in substance, that if the owner, for the purpose of avoiding the provisions of this Act or, in advance of the terms of such contract, pay any money, etc. under the contract, and the amount still due the contractor after such payments shall be insufficient to satisfy the notices served, such  
40 owner shall be liable in the same manner as if no

Conclusions of Vice-Chancellor Griffin.

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such payment had been made. I find nowhere in the statute anything (nor has it been pointed out to me by counsel) indicating that, if the contractor makes a payment to his subcontractor, in advance of the terms of the contract, that he shall be liable in the same manner as if no such payment had been made.

Section 3 of the Compiled Statutes, p. 3294, refers 10 to materialmen and employees of the principal contractor; and it has been held that an employee of a sub-contractor had no right to serve a notice, under Section 3. To overcome this, Section 3 was amended, P. L. 1917, p. 821, giving to an employee, materialman, or subcontractor, of the sub-contractor, the power to serve notice; *Steuerwald vs. Munn*, 90 N. J. Eq., 374, and I presume that it is under this Act that the notices have been served in 20 this case.

While this Section 3 as amended gives claimants the right to serve their notices yet, in order to prevail they must go a step further, *i. e.*, they must show some statute which makes the contractor liable for making advance payments. This they cannot do because there is no such statute.

The fund in Court being insufficient to satisfy the amount due to the contractor, a decree will be 30 advised that the whole fund be paid to it.

**Final Decree.**

Filed Jan. 9, 1923

## IN CHANCERY OF NEW JERSEY.

10	MORRIS COUNTY GOLF CLUB, Complainant	}	Final Decree.
	VS.		
	HEGEMAN-HARRIS Co., INC., <i>et als,</i> Defendants.		

20 This cause coming on to be heard before the Court, in the presence of William E. Decker, of counsel with the defendant, Hegeman-Harris Co.; C. Franklin Wilson and John Mills, of counsel with the defendant, George Mills Woodworking Company; Nathaniel C. Toms, of counsel with the defendant, James W. Ruthven, Administrator of James Ruthven, deceased, and Howard F. Barrett, of counsel with the defendant, Green & Pierson, Inc.; and upon considering the pleadings, taking the proofs and hearing the argument of counsel;

30 IT IS, on this 8th day of January, Nineteen hundred and twenty-three, by Edwin Robert Walker, Chancellor of the State of New Jersey, ORDERED, ADJUDGED AND DECREED, and the said Chancellor, by virtue of the power and authority of this Court, does hereby ORDER, ADJUDGE AND DECREE that of the sum of money paid to the Clerk of this Court by the complainant herein, under the order heretofore made, the sum of Thirteen hundred ninety-  
 40 nine dollars and seventy cents (\$1399.70), together

Final Decree.

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with interest thereon from October 1st, 1920, belongs to said defendant, George A. Mills Woodworking Company, and that the balance of the said sum paid into this Court as aforesaid, and now remaining deposited herein, together with all interest accumulated thereon, belongs to and is the property of the defendant, Hegeman-Harris Co., Inc.;

10

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said sum of Thirteen hundred ninety-nine dollars and seventy cents (\$1399.70), together with interest as aforesaid, be paid to the defendant, George A. Mills Woodworking Company, or its solicitors, and that said balance, together with all accumulation of interest thereon, be paid to the defendant, Hegeman-Harris Co., Inc., or its solicitors.

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**Notice of Appeal by George A. Mills  
Wood Working Co.**

Filed Jan. 17, 1923.

IN CHANCERY OF NEW JERSEY

10	<p>MORRIS COUNTY GOLF CLUB, Complainant</p> <p style="text-align: center;">vs.</p> <p>HEGEMAN-HARRIS COMPANY, <i>et</i> <i>als,</i> Defendant</p>	}	Notice of Appeal.
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The defendant GEO. MILLS WOOD WORKING CO., hereby appeals from so much of the final decree made in this court in the above stated matter, as declares that the balance of the sum paid into this court in this matter belongs to and is the property of the defendant HEGEMAN-HARRIS COMPANY, *et als*, and directing payment of same together with all accumulation of interest thereon to be made to the said Hegeman-Harris Company.

VREELAND & WILSON,  
Solicitors for and of counsel  
with defendant Geo. Mills  
Woodworking Co.

I conceive there is good cause for appeal in the above stated cause.

C. FRANKLIN WILSON,  
Of counsel with Defendant,  
George A. Mills Wood  
Working Co.

Service of a copy of the within is acknowledged this 10th day of Jan., 1923.

INSLEY, VREELAND & DECKER,  
Sol'rs of Hegeman-Harris Co., Inc.

**Notice of Appeal by Green & Pierson.**

Filed Jan. 17, 1923.

IN CHANCERY OF NEW JERSEY

<p>MORRIS COUNTY GOLF CLUB Complainant</p> <p style="text-align: center;">VS.</p> <p>HEGEMAN-HARRIS COMPANY, <i>et</i> <i>als,</i> Defendant</p>	}	<p>10</p> <p>Notice of Appeal.</p>
--	---	------------------------------------

The defendant GREEN & PIERSON INC., hereby appeals from so much of the final decree made in this court in the above stated matter, as declares that the balance of the sum paid into this court in this matter belongs to and is the property of the defendant HEGEMAN-HARRIS COMPANY, et als, and directing payment of same together with all accumulation of interest thereon to be made to the said Hegeman-Harris Company. 20

HOWARD F. BARRETT,  
Solicitor for and of Counsel with  
defendant Green & Pierson Inc.

30

I conceive there is good cause for appeal in the above stated cause.

HOWARD F. BARRETT,  
Of Counsel with Complainant.

40

**Petition of Appeal.**

Filed March 27, 1923.

NEW JERSEY COURT OF ERRORS AND  
APPEALS.

10	THE GEORGE A. MILLS WOOD WORKING Co., Defendant-Appellant,  and  HEGEMAN-HARRIS Co., INC., Defendant-Appellee.	}	On Bill of Inter- pleader.  Petition of Appeal.
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To the Honorable the Court of Errors and Appeals  
 in the last resort in all causes :

20 The petition of The George A. Mills Wood Work-  
 ing Co., the appellant in the above entitled cause,  
 respectfully shows :

30 That your petitioner finds itself aggrieved by a  
 final decree made in the Court of Chancery by his  
 Honor, Edwin Robert Walker, Chancellor of the  
 State of New Jersey, bearing date January 8th,  
 1923, wherein Morris County Golf Club was com-  
 plainant and said Hegeman-Harris Co., Inc., your  
 petitioner and others were defendants, in this re-  
 spect, namely :

40 That said decree adjudges and decrees that the  
 sum of money paid into Court by said Morris  
 County Golf Club, less \$1399.70 with interest from  
 the date of deposit, together with all accumulations  
 of interest thereon, be paid to the defendant, Hege-  
 man-Harris Co., Inc., or its solicitors, whereas said  
 decree should have adjudged that the claim of your

Petition of Appeal.

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petitioner, with interest thereon, should have been paid from said fund.

And your petitioner humbly appeals from the said portion of the decree aforesaid on the ground that the same is erroneous, and that your petitioner was and is entitled to have its said claim paid from said fund.

Your petitioner, therefore, prays that the said 10 portion of said decree of said Chancellor may be reversed, set aside and for nothing holden, and that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

VREELAND & WILSON  
Solicitors for and of Counsel with  
Appellant.

20

30

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**Petition of Appeal.**

Filed March 27, 1923.

NEW JERSEY COURT OF ERRORS AND  
APPEALS.

10	GREEN & PIERSON, INC., Defendant-Appellant,  and  HEGEMAN-HARRIS Co., INC., Defendant-Appellee.	On Bill of Inter- pleader.  Petition of Appeal.
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To the Honorable the Court of Errors and Appeals  
in the last resort in all causes :

20 The petition of Green & Pierson, Inc., the appel-  
lant in the above entitled cause, respectfully  
shows :

That your petitioner finds itself aggrieved by a  
final decree made in the Court of Chancery by his  
Honor, Edwin Robert Walker, Chancellor of the  
State of New Jersey, bearing date January 8th,  
1923, wherein Morris County Golf Club was com-  
30 plainant and said Hegeman-Harris Co., Inc., your  
petitioner and others were defendants, in this re-  
spect, namely :

That said decree adjudges and decrees that the  
sum of money paid into Court by said Morris  
County Golf Club, less \$1399.70 with interest from  
the date of deposit, together with all accumula-  
tions of interest thereon, be paid to the defendant  
Hegeman-Harris Co., Inc., or its solicitors, whereas  
40 said decree should have adjudged that the claim

Petition of Appeal.

---

of your petitioner, with interest thereon, should have been paid from said fund.

And your petitioner humbly appeals from the said portion of the decree aforesaid on the ground that the same is erroneous, and that your petitioner was and is entitled to have its said claim paid from said fund.

Your petitioner, therefore, prays that the said 10 portion of said decree of said Chancellor may be reversed, set aside and for nothing holden, and that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

HOWARD F. BARRETT,  
Solicitor for and of Counsel with  
Appellant.

20

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**Exhibit D, A, 1.**

GEO. B. POST & SONS  
Architects  
101 Park Avenue New York

MORRIS COUNTY GOLF CLUB

February  
Sixth  
1922

10

HEGEMAN-HARRIS CO. INC.,  
185 Madison Avenue,  
New York City

GENTLEMEN :—

In our Certificate #11886 dated March 1st, 1921  
in full for the balance of General Contract and Ex-  
tra work for the Morris County Golf Club, at Con-  
vent, N. J. we certified to an item of over-run on  
contract of \$22,930.79. Included in this amount  
was \$3,058.95 which was the amount of the over-run  
on the contract for CARPENTRY WORK.

20

We have audited the attached statements, and  
hereby certify that they are correct, and that the  
amount of the damage of Hegeman & Harris Com-  
pany Inc., on account of the completion of the  
CARPENTRY CONTRACT is \$3,058.95.

30

Yours very truly,

GEO. B. POST & SONS  
per R. R. HOUSTON

Supt.  
enclosure  
RRH/PR

40

## Exhibit D, A, 1.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.  
BUILDERSBuilding Club House 185 Madison Avenue  
New York

Architect Messrs. Geo. B. Post &amp; Sons.

Telephone, Vanderbilt 30

## DETAIL OF COST OF CARPENTRY

10

	Debits	Credits
Payments received by J. C. Raab up to July 10/20 .....	\$39945.21	
H. H. Co., Inc. Payrolls from July 12— Oct. 7/20 .....	4852.58	
George A. Mills Woodworking Co.....	2776.94	
Mark Hafner .....	72.00	
Chamberlin Weather Strip Co.....	1163.00	
Indiana Flooring Co.....	2278.00	
Donaldson & Hewes .....	68.86	
City Cornice & Skylight Co.....	25.57	
Berton Rogers .....	24.02	
James Ruthven .....	75.68	20
Miscellaneous Material, local purchase..	590.52	
Gustav Franke Sons.....	186.15	
J. Gahagan Son.....	254.00	
Shoers Lederle Glass Co.....	27.00	
Trucking by Gray Construction Co....	127.89	
Surplus timbers sold.....		100.00
	\$52367.42	
Total Cost, less credit..	\$52367.42	
Total Contract & Extra Orders..	49308.47	
Over-run .....	\$3058.95	30

## Exhibit D, A, 1.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.  
BUILDERSBuilding Club House 185 Madison Avenue  
New YorkArchitect Messrs. Geo. B. Post & Sons.  
Telephone, Vanderbilt 30DETAIL STATEMENT OF CARPENTRY CONTRACT AND CHANGE  
ORDERS

		Debits	Credits
10	Original Contract .....	\$40759.00	
	Architects' Order No. 1.....	800.00	
	3.....	407.88	
	4.....	5.28	
	5.....	35.20	
	9.....	44.00	
	13.....	513.00	
	20.....		69.00
	21.....	43.00	
	22.....	73.65	
	24.....	485.00	
	25.....	100.16	
	26.....	83.50	
	27.....	29.48	
	28.....	57.50	
	30.....	93.75	
	31.....	77.17	
20	32.....	73.59	
	33.....	58.01	
	34.....	83.61	
	35.....	12.37	
	36.....	18.94	
	46.....	61.60	
	47.....	127.14	
	48.....	9.50	
	49.....	51.38	
	52.....	596.84	
	54.....	2.16	
	57.....	22.48	
	58.....	60.35	
	60.....	138.82	
	61.....	143.98	
	62.....	454.26	
	63.....	4.75	
30	64.....	102.21	
	65.....	401.06	
	70.....	358.55	
	Architects' Credit Memo #2.....		41.00
	"                                  #3.....		174.00
	Omission of Cabots' Deadening Quilt....		365.00
	Temporary Enclosures, Etc.....	158.67	
	Repairing Forms due to Cave-In.....	38.72	
	General Lounge Mantel .....	62.00	
	Concrete Forms .....	2655.90	
	Wood Furring, Etc.....	144.12	
	Temporary Tables, Platforms, Runways..	93.90	
	Temporary Storage Shed and Office....	341.07	
	Masonry Centres .....	73.92	
		<hr/>	
		49957.47	<hr/>
40	Total, Less Credits.....	\$49308.47	649.00

## Exhibit D, A, 1.

## MORRIS COUNTY GOLF CLUB

J. C. Raab Company Account.

Local Job Purchase. (Petty Cash Account).

Payroll Date	Vendor	
8/19/20	Express charges on balusters.....	\$2.42
9/ 2/20	Rising & Thorne—1 Stone.....	1.00
"	" " 1 Adze .....	4.00
"	" " 1 Handle .....	.35
9/16/20	" " 1 Latch .....	2.25
"	Banister & Pollard—9 Doz. Coat Hooks.....	17.25
	Freight on doors and cartage.....	2.23

## Local Job Purchase.

Vendor		
Voorhees .....	5 Lbs. Finishing Nails.....	.50 10
" .....	25 " Wire .....	2.25
" .....	2—1/2 Pints LePage Glue.....	1.00
" .....	5 Lbs. #16 Wire Brads.....	.82
Green & Pierson.....	60 Sq. Ft. 5/8" Fir Ceiling.....	7.20
" .....	1728 Lin. Ft. 1/2" x 3" Spruce.....	51.84
Voorhees .....	10 Lbs. 1-1/2" #16 Wire Brads...	1.65
" .....	2 " 3/4" #18 " " ..	.56
" .....	2 " 1" #16 " " ..	.40
Green & Pierson.....	10 Pcs. 2x4x10'-0" .....	5.02
" .....	15 " 1x10x16'-0" .....	12.50
Voorhees .....	1—10" File .....	.24
" .....	5 Lbs. Wire Nails.....	.45
" .....	25 " 8d Wire Nails.....	2.25
" .....	10 " 2" F. H. St. Wire Nails....	1.45 20
" .....	3 Bronze Hand Rail Brackets....	.90
" .....	2—1/2 Pints LePage Glue.....	1.00
" .....	3 Glass Cutters .....	.54
" .....	1 Lb. 1/2" #18 Brads.....	.36
" .....	1 " 3/4" #18 " .....	.28
" .....	2 Pr. 2" x 2" Bronze Butts.....	.60
" .....	1 " 3" x 3" " " .....	.48
" .....	2 " 4" x 4" " " .....	1.20
" .....	2 Cupboard Catches .....	.70
" .....	2 Spring Bolts .....	1.20
" .....	2 Doz. Sheets #1-1/2 Sandpaper..	.47
" .....	1 Cylinder Wardrobe Lock.....	1.28
" .....	3 Pr. 3 x 3 Bronze Butts.....	1.44 30
" .....	2 Cupboard Turns .....	1.20
" .....	4 Drawer Pulls .....	.44
" .....	1 Gross 1" #10 Screws.....	.66
" .....	4 Drawer Pulls .....	.48
" .....	2 Bronze Cupboard Turns.....	1.20
" .....	2 Pr. 3-1/2" x 3-1/2" Bronze Butts.	1.00
" .....	2—10/64" Twist Drills.....	.26
" .....	43 Lbs. #8 Sash Cord.....	5.94
" .....	3 Doz. Stop Bead Screws.....	.36
" .....	10 Bronze Sash Lifts.....	1.67
" .....	10 Lbs. 1-1/2" #14 Brads.....	1.45
" .....	6—2" #10 Brass Screws .....	.15
" .....	2) .....	
" .....	3} —10-24 Taps .....	1.25 40

## Exhibit D, A, 1.

	Voorhees.....	4 Doz. 1-1/2" #12 Screws.....	.28
	"	128 Lbs. 2" Angle Iron .....	15.79
	"	3-10/64 Twist Drills.....	.39
	"	12 Bolts 5/16" x 4-1/2".....	.60
	"	3 Lbs. 4d Nails.....	.33
	"	1-3/8" Twist Drill .....	.39
	"	5 Lbs. 1-1/2 # 16 Brads.....	.90
	"	18-5/16 Machine Bolts.....	.72
	Green & Pierson.....	20 Pcs. 1x12x16'-0" .....	48.00
	"	4 " 1x12x14'-0" .....	6.72
	"	2 " 1x12x12'-0" .....	2.88
	"	1 " 1x8x14'-0" .....	.99
	"	14 " 1x5x15'-0" .....	9.02
	"	1 " 1x5x12'-0" .....	.55
	"	375 Lin. Ft. 1x2.....	9.37
	"	14 Ft. 4" Crown Moulding.....	1.12
	"	126 Lin. Ft. 2x2 Cypress.....	8.60
	"	1 Pc. 2x12x16'-0" Fir .....	6.40
	Voorhees.....	2 Lbs. 7/8" Staples.....	.28
	"	5 " Cut Nails .....	.65
	"	2 Doz. Round Head Screws.....	.10
	"	2 Pr. 4x5 Brackets .....	.36
	"	4-1/2 Lbs. Sash Cord.....	5.31
	Green & Pierson.....	2000 Ft. Lattice Strip.....	40.00
	"	1 Pc. 1x12x14'-0" .....	1.68
	"	600 Lin. Ft. 1x1.....	12.00
	Voorhees.....	2 Flush Bolts .....	1.40
	"	1 Pr. Brass Hinges.....	.15
20	"	1/2 Pint Glue .....	.50
	"	5 Lbs. 1" #18 Brads.....	1.18
	"	5 " 1-1/4" #16 Brads.....	.93
	A. G. Phillips.....	5 Rolls 2 Ply Roofing Paper.....	17.50
	"	15 Lbs. 6d Wire Nails.....	1.50
	Green & Pierson.....	2 Pcs. 2x12x12'-0" Pine .....	5.76
	"	10 " 1x2x14'-0" " .....	3.50
	"	35 " 1x2x12'-0" .....	1.50
	"	4 " 2x4x12'-0" .....	9.00
	"	10 " 1x8x12'-0" .....	3.84
	Green & Pierson.....	10 Pcs. 1x6x16'-0" .....	8.80
	"	10 " 1x4x16'-0" .....	5.83
30	"	240 Lin. Ft. 1x12 .....	28.80
	"	4 Sash .....	6.00
	Voorhees .....	10 Lbs. Nails .....	.90
	"	1 Doz. Hooks .....	.92
	"	1 Cylinder Lock .....	1.25
	"	1/2 Doz. Blue Chalk .....	.10
	"	1 Gross 3/4 #8 Screws .....	.48
	"	3 Lbs. Staples .....	.42
	"	15 Ft. Galv. Wire Cloth .....	1.35
	"	1 Pr. 4x5 Shelf Brackets .....	.15
	"	1 " 6x8 " " .....	.25
	"	1/2 Doz. Coat Hooks .....	.50
	Green & Pierson.....	6 Pc. 2x16x18 Spruce .....	16.02
	"	280 Lin. Ft. 1x2 Pine .....	7.00
40	"	10 Pcs. 1x10x16'-0" Ship Lap .....	8.99

## Exhibit D, A, 1.

Green & Pierson.....	5 Pcs 2x4x12'-0" Pine .....	3.00
" .....	196 Lin. Ft. 1x12 W.P. ....	23.52
" .....	70 " " " S.K.P. ....	8.40
" .....	8 Pcs. " " .....	13.44
" .....	1 Pc. 2x2x16'-0" Pine .....	.60
Voorhees .....	1 Flat File .....	.42
" .....	4 Doz. 2" #13 Screws.....	.32
" .....	5 " 1/4x1-1/4 Stove Bolts ...	.60
" .....	1-5/16 Drill .....	.26
" .....	3 Hack Saw Blades .....	.30
" .....	1 Elbow Catch .....	.50
" .....	59 Lbs. 8d Wire Nails .....	4.00
" .....	1 Padlock .....	1.50
" .....	1/2 Doz. Sash Locks .....	.63
" .....	2 " Screw Eyes .....	.20
" .....	6 1/2 Screw Hooks .....	1.62
" .....	1 Doz. #2 Sandpaper .....	.30 10
" .....	1 Wardrobe Lock .....	.55
" .....	2 Caldwell Door Holders .....	1.20
" .....	4 Cupboard Turns .....	1.20
" .....	2 Sash Fasteners .....	.22
" .....	6-3/8x2" Tire Bolts .....	.18
" .....	5 Lbs. Nails .....	.45
" .....	1 Brass Padlock .....	1.75
" .....	1 Brass Hasp and Staple .....	.45
" .....	2 Pr. 3x3 Butts .....	.60
" .....	2 Doz. Screws .....	.12
" .....	1 Elbow Catch .....	.07
" .....	7 Ft. Galv. Wire Cloth.....	.49
" .....	2 Cupboard Turns .....	.60
" .....	1/2 Doz. Drawer Pulls .....	.55 20
" .....	1 #813 Padlock .....	1.75
" .....	2 Plates .....	.20
" .....	7 Ft. 1-1/4x3/8 Tire Iron .....	.47
" .....	1 Staple .....	.02
" .....	1 Plate Staple .....	.05
" .....	1 #833 Padlock .....	2.25
Drilling Tire Iron .....		.50
Voorhees .....	25 Lbs. Wire Nails .....	2.25
" .....	36 Sq. Ft. Wire Cloth .....	3.24
" .....	3 Lbs. Staples .....	.42
" .....	2-3" Safety Hasps .....	.40
" .....	2 Padlocks .....	.80
" .....	1 Doz. Screws .....	.05 30
" .....	2-1"x1/4 Stove Bolts .....	.03
" .....	1-2" Hook and Eye .....	.02
Green & Pierson.....	12 Pc. 2x6x16'-0" .....	14.78
" .....	4 " 1x12x12'-0" .....	5.76
" .....	2 " 2x2x16'-0" .....	.87
A. G. Phillips.....	6 Rolls Roofing Paper .....	21.00
" .....	1 Rim Lock .....	2.15
" .....	1 Can LePage Glue .....	.45
" .....	1 Gross 1-1/4 #9 Screws .....	.43
" .....	10 Lbs. 10d Nails .....	1.00
" .....	10 " 20d " .....	1.00
" .....	1 Lock .....	1.25

---

 \$590.52 40

**Exhibit W, A, 1.**

Nov. 6, 1919.

Owner Morris County Golf Club.

To HEGEMAN-HARRIS COMPANY, INC. DR.

## BUILDERS

Building Morris County Golf &amp; Country Club

33 West 42nd Street

Architect George B. Post &amp; Sons

New York

Telephone, Vanderbilt 30

## APPLICATION No. 2.

		Application No. 1.....		383.11	
10	6	Payroll 10/9.....	451.56		
	7	" 10/16.....	491.04		
	8	" 10/23.....	566.17		
	9	" 10/30.....	471.51		
	10	L. Marinaro.....	300.00		
	11	J. C. Raab Co.....	24.45		
	12	L. Marinaro.....	147.46		
	13	J. Raab Co.....	341.07		
	14	Long Island Trucking Co.....	37.50		
	15	Hubbard Floyd Co.....	4.10		
	16	" .....	3.95		
	17	" .....	5.35		
	18	N. Y. Telephone Co.....	11.65		
	19	Green & Pierson.....	681.45		
20	20	Geo. E. Voorhees.....	35.14		
	21	Union Baptist Church.....	69.75		
	22	Ludlow Squier.....	166.52		
	23	F. K. Gaston.....	204.20		
	24	Hegeman Harris Co.....	29.15		
	25	" " Rental Equipment	99.96		
	26	National Blue Print Co.....	.40		
	27	" .....	3.00		
	28	National Blue Print Co.....	3.90		
	29	" .....	.78		
	30	" .....	.78		
	31	" .....	.42		
	32	" .....	1.04		
	33	Central Blue Print Co.....	2.61		
30	34	Economy Blue Print Co.....	.72		
					4155.63
		SUB CONTRACTS			
	35	J. C. Raab.....	265.20		
	36	" .....	6467.32		
	37	L. Marinaro.....	183.00		
	38	" .....	472.50		
					7388.02
		15% retained.....	1108.20	6279.82	10435.45
					10818.56
40		Less payments.....		383.11	10435.45

**Exhibit W, A, 2.**

DEC. 8TH, 1919.

Owner Morris County Golf Club.

To HEGEMAN-HARRIS COMPANY, INC. DR.  
BUILDERS

Building County Club  
Architect Geo. B. Post Sons

185 Madison Avenue  
New York  
Telephone, Vanderbilt 30 10

APPLICATION #3

	Application 1 to 2 inclusive.....	10818.56	
39	Pay Roll 11/6.....	379.50	
40	" " 13.....	783.28	
41	" " 20.....	872.84	
42	" " 27.....	749.27	
43	J. C. Raab Co.....	34.52	
44	A. S. Reid Co.....	60.00	
45	A. G. Phillips.....	20.02	
46	Truscan Laboratories .....	137.97	
47	L. Marinaro .....	105.45	
48	G. B. Raymond Co.....	398.46	
49	Morris Co. Crushed Stone Co.....	68.10	20
50	Geo. Voorhees.....	106.72	
51	Portland Ladder Co.....	60.00	
52	" " .....	24.60	
53	National Fpg. Co.....	416.16	
54	" " .....	485.52	
55	" " .....	416.16	
56	" " .....	416.16	
57	" " .....	554.88	
58	" " .....	487.04	
59	The Photo Loft.....	10.00	
60	Green & Pierson.....	279.75	
61	" " .....	150.00	
62	" " .....	65.49	30
63	" " .....	681.45	
64	J. C. Raab Co.....	407.63	
65	N. Y. Telephone Co.....	.80	
66	" " .....	24.80	
67	Economy Blue Print Co.....	1.32	
68	Blue Print Co.....	15.81	
69	National Blue Print Co.....	1.56	
70	" " .....	.60	
71	" " .....	1.30	
72	" " .....	1.04	
73	" " .....	1.82	
74	" " .....	.72	
75	H. Covert Co.....	61.62	
76	Estate H. H. Thompson.....	43.50	40

## Exhibit W, A, 2.

	77	D L & W RR Co.....		18.08	
	78	“ “ .....		2.69	
	79	“ “ .....		3.11	
	80	“ “ .....		1.31	
	81	“ “ .....		.50	
	82	“ “ .....		1.62	
	83	J. C. Raab Co.....	4811.98		
	84	Fireproof Prod. Co.....	2100.00		
	85	L. Marinaro .....	978.30		
			<u>7890.28</u>		
10		15% .....	1183.54	6706.74	
	86	D L & W RR Co.....		1.98	
	87	.....		31.24	
	88	Hegeman Harris Co.....		112.50	
	89	L. Marmaro .....		225.00	
	90	“ .....		437.50	
	91	F. Gaston.....		97.96	
	92	Natl Fpg. Co.....		554.88	
	93	“ “ .....		416.16	
	94	Fireproof Products Co.....		57.31	16994.44
				<u>27813.00</u>	
20		Less Payments .....		10818.56	
				<u>16994.44</u>	

30

40

**Exhibit W, A, 3.**

JAN. 12TH, 1920.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

185 Madison Avenue

New York

Building Country Club

Architect Geo. B. Post Sons

Telephone, Vanderbilt 30

APPLICATION #4

10

	Applications 1 to 3 inclusive.....	27813.00	
95	Pay Roll 12/4 .....	1032.49	
96	" " 11 .....	1013.19	
97	" " 18 .....	1042.39	
98	" " 25 .....	828.93	
99	" " 1 .....	686.13	
100	Truscon Laboratories .....	129.68	
101	Jos. M. Smith .....	1146.00	
102	Fireproof Products Co. ....	66.69	
103	A. G. Phillips Son .....	22.18	
104	Normandy Water Co.....	10.90	
105	The Photo Loft .....	5.00	
106	Geo. Jones .....	137.50	20
107	" " .....	250.00	
108	Morris County Crushed Stone Co. ....	64.75	
109	" " " " .....	28.80	
110	A. N. Pierson .....	214.80	
111	Natl Ffg. Co. ....	346.80	
112	" " .....	693.60	
113	" " .....	391.15	
114	N. Y. Telephone Co. ....	33.05	
115	D L & W RR Co .....	20.86	
116	" " .....	19.16	
117	J. C. Raab Co. ....	22.00	
118	" " .....	38.72	
119	" " .....	10.95	34
120	" " .....	2937.07	
121	Donaldson & Hewes .....	780.00	
		<u>3717.07</u>	
	15% .....	557.56	
		<u>3159.51</u>	
122	Green & Pierson .....	1012.20	
123	Geo. E. Voorhees .....	114.65	
124	Hegeman Harris Co. ....	110.74	12652.82
		<u>40465.82</u>	
	Less Payments .....	27813.00	40
		<u>12652.82</u>	

**Exhibit W, A, 4.**

FEB. 10TH, 1920.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

185 Madison Avenue

New York

Building Country Club

Architect Geo. B. Post

Telephone, Vanderbilt 30

## APPLICATION # 5

		Applications 1 to 4 inclusive.....		40465.82
10	125	Pay Roll Jan. 8.....	1013.17	
	126	" " " 15.....	600.02	
	127	" " " 22.....	922.93	
	128	" " " 29.....	1036.90	
	129	Fireproof Products Co.....	133.62	
	130	Morris Co. Crushed Stone Co.....	42.42	
	131	D L & W RR Co.....	21.85	
	132	" " ".....	17.80	
	133	" " ".....	19.41	
	134	" " ".....	23.39	
	135	The Photo Loft.....	10.00	
	136	N. Y. Telephone Co.....	36.15	
	137	National Blue Print Co.....	2.10	
	138	Geo. Voorhees.....	29.73	
20	139	Geo. Jones.....	334.75	
	140	Donaldson & Hewes.....	521.50	
	141	Green & Pierson.....	987.75	
	142	National Blue Print Co.....	.52	
	143	" " ".....	2.24	
	144	A. G. Phillips.....	6.85	
	145	Hubbard Floyd.....	15.50	
	146	Hegeman Harris Co. Inc.....	110.00	
	147	J. C. Raab Co.....	1728.00	
	148	" " ".....	1.98	
	149	" " ".....	5.28	
	150	Berton Rogers.....	2621.68	
	151	J. C. Raab.....	7238.13	
30	152	K W Electric Co.....	850.00	
			<u>10709.81</u>	
		Less 15%.....	1606.47	9103.34
				<u>16727.20</u>
				57193.02
		Less Payments.....		<u>40465.82</u>
				16727.20
		Current—Sundries.....		7623.86
		Subs.....		<u>10709.81</u>
				18333.67
		Less 15% on subs.....		<u>1606.47</u>
40				<u>16727.20</u>

**Exhibit W, A, 5.**

MARCH 10, 1920.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

185 Madison Avenue

New York

Building Club House

Architect George P. Post &amp; Sons

Telephone Vanderbilt 30

## APPLICATION No. 6

10

	Application 1 to 5 inclusive.....	57193.02	
	Retained % on subs 1 to 5 inclusive.....	4455.77	
126	Payroll 2/5 .....	766.26	
127	" 2/12 .....	781.36	
128	" 2/19 .....	892.52	
129	" 2/26 .....	876.39	
130	Donaldson & Hewes.....	850.00	
131	F. K. Gaston.....	266.17	
132	Burton Rogers .....	30.00	
133	Morris Co. Crushed Stone Co.....	70.14	
134	" .....	70.54	
135	" .....	43.02	
136	A. G. Phillips & Son.....	6.13	20
137	J. C. Raab Co.....	77.29	
138	Green & Pierson.....	27.10	
139	George E. Voorhees.....	185.79	
140	New York Telephone Co.....	39.70	
141	The Photoloft.....	10.00	
142	D. L. & W. R. R.....	14.71	
143	" .....	22.22	
147	National Blue Print Co.....	11.20	
148	" .....	.80	
149	" .....	.78	
150	" .....	.52	
151	" .....	.52	
152	" .....	.52	
153	" .....	.20	30
154	" .....	1.82	
155	" .....	1.08	
156	" .....	6.50	
157	" .....	.20	
158	" .....	2.08	
159	" .....	13.07	
160	" .....	.78	
161	" .....	.78	
162	" .....	.24	
163	" .....	.78	
164	" .....	3.75	
165	" .....	1.04	
166	" .....	.56	40
167	" .....	.52	
168	" .....	1.04	

## Exhibit W, A, 5.

169	National Blue Print Co.....	2.08	
170	“ .....	.52	
171	“ .....	.78	
172	“ .....	.52	
173	“ .....	.78	
174	“ .....	1.56	
175	“ .....	1.04	
176	“ .....	1.56	
177	“ .....	.52	
178	“ .....	.78	
179	“ .....	.26	
10 180	“ .....	.20	
181	“ .....	.44	
182	“ .....	.35	
183	“ .....	1.14	
184	“ .....	.53	
185	National Blue Print Co.....	.48	
186	“ .....	1.56	
187	“ .....	.20	
188	“ .....	1.04	
189	“ .....	3.70	
190	Hegeman Harris Co.....	110.71	
191	National Blue Print Co.....	.26	
192	Consumers Coal Co.....	114.41	5323.54
<hr/>			
20	SUB CONTRACTS		
193	W. G. Cornell Co.....	1350.00	
194	B. Rogers .....	1887.00	
195	J. C. Raab Co.....	3078.00	
196	City Cornice & Skylight Wks.....	800.00	
221	Tecumseh Tile Co.....	700.00	7815.00
<hr/>			
			74787.33
	Credits-Freight .....		15.18
<hr/>			
	Less retained % on subs applications.....		74772.15
	1 to 5 inclusive.....	4455.77	
	Less retention application # 6.....	1067.25	5523.02
<hr/>			
30			69249.13
	Less payments .....		57193.02
<hr/>			
			12056.11
	Current—Sundries .....	5323.54	
	Subs. ....	7815.00	
<hr/>			
		13,138.54	
	Frts. ....	15.18	
<hr/>			
		13123.36	
	Ret. ....	1067.25	
<hr/>			
40			12056.11

**Exhibit W, A, 6.**

APRIL 1ST, 1920

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

Building Club House  
Architect George B. Post & Sons

185 Madison Avenue  
New York  
Telephone, Vanderbilt 30

APPLICATION # 7

	Applications 1 to 6 inclusive.....	\$74772.15	
222	Donaldson & Hewes.....	2000.00	
223	City Cornice Works.....	200.00	
224	W. G. Cornell Co.....	2845.00	
225	".....	1805.00	
226	".....	8.82	
227	J. C. Raab.....	2665.00	
228	B. Rogers.....	1600.00	20
229	Fassler & Klein.....	650.00	11773.82
230	Economy Blue Print Co.....	.30	
231	Toch Bros.....	61.20	
232	J. C. Raab Co.....	49.06	
233	Green & Pierson.....	163.64	
234	New York Telephone Co.....	40.80	
235	C. W. Ennis Co.....	33.00	
236	A. G. Phillips.....	3.00	
237	Gramitex Co.....	173.10	
238	J. C. Raab Co.....	61.28	
239	J. C. Raab Co.....	4.40	
240	Paul Mende.....	260.00	
241	The Photo Loft.....	13.00	30
242	Morris Co Crushed Stone Co.....	36.54	
243	D L & W R R Co.....	21.41	
244	".....	35.38	
245	".....	18.82	
246	".....	29.43	
247	".....	32.02	
248	Normandy Water Co.....	10.60	
249	Pay Roll 3/4.....	927.35	
250	11.....	749.47	
251	18.....	832.40	
252	25.....	695.54	

## Exhibit W, A, 6.

	253	Pay Roll 4/1.....	939.08	
	254	National Blue Print Co.....	2.76	
			52	
			52	
			84	
			52	
			1.82	
			.78	
			.56	
10			1.00	
			2.24	
			.44	
			1.68	
			1.00	
			<u>14.68</u>	
	255	Hegeman Harris Co.....	114.36	5319.86
				<u>91865.83</u>
		Credit—Freight charged on pay roll 3/4.....		5.36
				<u>\$91860.47</u>
		Less retentions application 1-6.....	5523.02	
		“ “ “ 7.....	1766.07	7289.09
20				<u>\$84571.38</u>
		Less payments.....		69249.13
				<u>\$15322.25</u>
		Current		
		Subs .....	11773.83	
		Sundries .....	5319.86	
			<u>17,093.69</u>	
		Credit .....	5.36	
			<u>17,088.33</u>	
30		Ret. ....	1766.08	
			<u>15,322.25</u>	

**Exhibit W, A, 7.**

MAY 8TH, 1920.

Owner Morris Co. Golf Club,

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

185 Madison Avenue  
New York 10

Building Club House  
Architect George B. Post & Sons Telephone, Vanderbilt 30

## APPLICATION # 8

	Applications 1 to 7 inclusive.....		91860.47
256	Tecumseh Tile Co.....	562.50	
257	U. G. Cornell Co.....	7000.00	
258	Geo. Brown & Co.....	1200.00	
259	Fassler & Klein Iron Works.....	175.00	
260	Donaldson & Hewes.....	5000.00	
261	K. W Electric Co.....	1000.00	
262	Berton Rogers .....	2063.32	
263	Jas. Ruthven .....	343.42	
264	P. & F. Corbin.....	1150.00	20
265	J. C. Raab Co.....	3238.00	21732.24
266	National Blue Print Co.....	3.78	
267	" .....	3.64	
268	" .....	4.92	
269	" .....	.20	
270	" .....	.48	
271	L. Marmaro .....	120.00	
272	Empire Iron & Steel Co.....	22.36	
273	Morris Co. Crushed Stone Co.....	52.20	
274	The Photo Loft.....	13.00	
275	" .....	5.00	
276	Geo. Jones .....	125.00	
277	U. G. Cornell Co.....	98.84	30
278	Economy Blue Print Co.....	.24	
279	" .....	.10	
280	Green & Pierson.....	681.45	
281	" .....	136.65	
282	F. K. Gaston.....	5.65	
283	" .....	111.06	
284	Geo. E. Voorhees.....	43.30	
285	Pay Roll 4/8 .....	915.40	
286	" 5/15 .....	1087.43	
287	" 4/22 .....	998.25	
288	" 4/29 .....	1118.37	
289	.....		

Exhibit W, A, 7.

	290	Hegeman-Harris Co. Rental.....	107.14	
	291	New York Telephone Co.....	60.45	
	292	J. C. Raab Co.....	41.91	
	293	" .....	60.66	
	294	" .....	5.32	
	295	" .....	8.57	
	296	" .....	27.66	
	297	B. Rogers .....	13.51	
	298	" .....	15.43	5887.97
10				<u>119480.68</u>
		Less retention applications 1 to 7.....	7289.09	
		Less retention application # 8.....	3259.84	10548.93
				<u>108931.75</u>
		Less payments .....		84571.38
				<u>24360.37</u>
		Current .....	21732.24	
			5887.97	
			<u>27620.21</u>	
20		Ret. ....	3259.84	
			<u>24,360.37</u>	
30				
40				

**Exhibit W, A, 8.**

JUNE 8TH, 1920.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

Building	Club House	185 Madison Avenue	10
		New York	
Architect	Geo. B. Post & Sons	Telephone, Vanderbilt 30	

APPLICATION # 9

	Applications 1 to 8 incl.....		119480.68
299	K. W. Electric Co.....	600.00	
300	Donaldson & Hewes.....	4000.00	
301	Geo. Brown & Co.....	800.00	
302	J. C. Raab Co.....	7169.00	12569.00
<hr/>			
303	Pay Roll 5/6.....	1068.84	
304	13.....	1061.87	
305	20.....	1104.27	20
306	27.....	901.79	
307	6/3.....	706.78	
308	Geo. Jones .....	275.00	
309	“ .....	112.50	
310	U. S. R. R. Adinnin.....	26.88	
311	National Blue Print Co.....	.54	
312	“ .....	.16	
313	J. C. Raab Co.....	12.37	
314	“ .....	5.94	
315	“ .....	11.71	
316	“ .....	16.64	
317	“ .....	13.23	
318	“ .....	63.94	
319	“ .....	60.61	30
320	“ .....	12.98	
321	“ .....		
322	“ .....	66.20	
323	“ .....		
324	“ .....	9.02	
325	“ .....	3.41	
326	“ .....	9.81	
327	“ .....	7.24	
328	“ .....	54.85	
329	“ .....	3.55	
330	“ .....	2.16	
331	N. Y. Telephone Co.....	56.55	40

## Exhibit W, A, 8.

	332	City Cornice Sky. Wks.....		22.73	
	333	“ .....		39.61	
	334	Paul Mende .....		260.00	
	335	E. Dietzgen .....		2.22	
	336	American Oil Supply Co.....		36.00	
	337	A. G. Phillips & Son.....		5.50	
	338	Normandy Water Co.....		28.55	
	339	Green & Pierson.....		531.33	
	340	B. Rogers .....		10.92	
10	341	“ .....		66.16	
	342	Geo. D. Voorhees.....		19.34	
	343	Hegeman Harris Co.....		107.14	7006.50
					<u>139056.18</u>
		Less Retention Apl. 1-8.....	10548.93		
		“ “ “ 9 .....	1885.35	12434.28	12434.28
					<u>126621.90</u>
		Less Payments .....			108931.75
					<u>17690.15</u>
		Credit Vo. 323 J. C. Raab Company.....			8.19
20					<u>17681.96</u>
30					
40					

**Exhibit W, A, 9.**

JULY 8, 1920.

Owner Morris Co. Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

185 Madison Avenue  
New York  
Telephone, Vanderbilt 30

Building Club House  
Architect Geo. B. Post & Sons

		APPLICATION # 10	10
Applications 1 to 9 inclusive.....		\$139056.18	
344	Jas. Ruthven .....	\$700.00	
345	W. G. Cornell Co.....	2000.00	
346	J. C. Raab Co.....	8698.00	11398.00
347	Hegeman-Harris Co.—Rental .....	103.57	
348	The Photo Loft.....	9.00	
349	National Blue Print Co.....	.17	
350	“ .....	.52	
351	“ .....	2.24	
352	“ .....	2.61	
353	“ .....	.49	
354	The Photo Loft.....	5.00	20
355	Fassler & Klein.....	68.00	
356	Geo. Jones .....	150.00	
357	Morris & Somerset Elec. Co.....	10.50	
358	Normandy Water Co.....	15.57	
359	Green & Pierson .....	1134.74	
360	Consumers Coal Co.....	100.81	
361	Geo. E. Voorhees.....	20.44	
362	Granitex Co. ....	80.50	
363	“ .....	17.25	
364	“ .....	114.75	
365	N. Y. Telephone Co.....	46.74	
366	Geo. Brown & Co.....	6.00	
367	K. W. Electric Co.....	86.15	30
368	“ .....	7.85	
369	Pay Roll—6/10.....	884.62	
370	6/17.....	902.65	
371	6/24.....	864.01	
372	7/1 .....	844.30	5478.48
			155932.66
Less Retention Applications 1 to 9.....		12434.28	
Less Retention Application 10.....		1139.80	13574.08
			142358.58
Less Payments .....			126241.96
			\$16116.62 40

## Exhibit W, A, 9.

	Payments .....	\$ 383.11		
		10435.45		
		16994.44		
		12652.82		
		16727.20		
		16950.85		
		15321.69		
		10000.00		
10		7000.00		
		7344.94		
		17431.46		
		<u>131241.96</u>		
	Less Fee.....	5000.00		
		<u>\$126241.96</u>		
	Current .....		155932.66	
	Prev. ....		139056.18	
			<u>16876.48</u>	
	Ret. # 9.....	1885.35		
20	10.....	1139.80	3025.15	
			<u>13851.33</u>	
30				
40				

**Exhibit W, A, 10.**

AUGUST 1, 1920.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

185 Madison Avenue

New York

Building Club House

Architect Geo. B. Post &amp; Sons.

Telephone, Vanderbilt 30

# 11

	Application 1 to 10 incl.....	155932.66	
373	Jas. Ruthven .....	826.85	
374	W. G. Cornell Company.....	2500.00	10
375	Tecumseh Tile Co.....	300.00	3626.85
376	Green & Pierson.....	822.28	
377	Jas. Ruthven .....	20.50	
378	" .....	85.30	
379	Geo. E. Voorhees.....	28.90	
380	Gray Construction Co.....	253.38	
381	" .....	48.57	
382	New York Telephone Co.....	53.39	
383	Morris Somerset Elec. Co.....	8.40	
384	Donaldson & Hewes.....	176.63	
385	National Blue Print Co.....	.16	
386	" .....	.22	
387	Normandy Water Co.....	15.57	
388	White Enamel Refrigerator Co.....	169.05	
389	F. K. Gaston.....	322.43	20
390	Payroll 7/8 .....	594.42	
391	" 15.....	880.23	
392	" 22.....	956.91	
393	" 22 Painting.....	24.00	
394	" 29 .....	272.10	
395	" 29.....	1160.34	
396	Hegeman Harris Company Rental.....	110.74	
397	Payroll 8/5 .....	442.66	
398	" .....	1112.94	
399	Geo. Brown Company.....	94.00	
400	A. G. Phillips.....	.44	7653.56
			<u>167213.07</u>
	Credits:		
	Freight & Cartage on doors.....		2.23 30
			<u>167210.84</u>
	Retentions, applications 1 to 10 incl.....	13574.08	
	Retention application # 11.....	544.02	14118.10
			<u>153092.74</u>
	Less Payments .....		137475.13
			<u>15617.61</u>
	Current .....	167210.84	
	Prev. ....	155932.66	
			<u>11278.18</u>
	Less .....		544.02
			<u>10,734.16</u>

**Exhibit W, A, 11.**

SEPTEMBER 8, 1920.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

Building Club House  
Architect Geo. B. Post & Sons

185 Madison Avenue  
New York  
Telephone, Vanderbilt 30

APPLICATION # 12

	Applications 1 to 11 inclusive.....		167213.07
	401 Donaldson & Hewes.....	1852.45	
	402 K-W Electric Co.....	1437.71	
	403 Geo. Brown & Co.....	458.00	3748.16
	404 Gray Construction Co.....	116.20	
10	405 ".....	154.62	
	406 Lewis & Egginton.....	37.56	
	407 J. J. Hockenjos Co.....	167.00	
	408 ".....	20.00	
	409 ".....	43.35	
	410 ".....	61.50	
	411 ".....	111.15	
	412 ".....	185.44	
	413 ".....	158.58	
	414 ".....	92.70	
	415 ".....	7.11	
	416 ".....	27.90	
	417 ".....	5.50	
	418 ".....	92.85	
20	419 ".....	1.70	
	420 New York Telephone Co.....	48.99	
	421 Greene & Pierson.....	250.64	
	422 Hegeman Harris Co.....	77.68	
	423 Pay Roll—Painting 8/12.....	581.48	
	424 " 19.....	585.22	
	425 " 26.....	592.56	
	426 " 9/2.....	585.22	
	427 " 8/12.....	910.84	
	428 " 19.....	871.75	
	429 " 26.....	834.50	
	430 " 9/2.....	841.00	7463.04
			<hr/>
30	Retentions applications 1 to 11..	14118.10	178424.27
	" " 12 ..	562.22	14680.32
			<hr/>
	Less Payments.....		163743.95
			151972.64
			<hr/>
	Current .....		11771.31
	Prev. ....		178424.27
			167210.84
			<hr/>
	15% .....		11213.43
			562.22
			<hr/>
40			10651.21

**Exhibit W, A, 12.**

FEBRUARY 9, 1921.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.  
BUILDERS

185 Madison Avenue  
New York  
Telephone, Vanderbilt 30

Building Club House  
Architect Geo. B. Post & Sons,

# 13

10

STATEMENT

Sub-contracts .....		111997.54	
Payrolls .....		50794.90	
Sundries .....		24936.41	
		<u>187728.85</u>	
Credits .....		4731.20	
		<u>182997.65</u>	
Fee .....		10000.00	
		<u>192997.65</u>	
Fee on Extras.....		2022.83	20
		<u>195020.48</u>	
Total Cost .....		172089.69	
Contracts & Extras.....		<u>22930.79</u>	
Overrun .....			
Total Cost .....	\$195020.48		
Payments .....	383.11		
	10435.45		
	16994.44		
	12652.82		
	16727.20		
	16950.85		
	15321.69		30
	10000.00		
	7000.00		
	7344.94		
	17431.46		
	10951.06		
	282.11		
	4497.51		
	10000.00		
	10000.00	166972.64	\$28047.84
		<u>195020.48</u>	
Final .....		181530.74	
Prev. ....		<u>13,489.71</u>	40

Exhibit W, A, 12.

*Subcontractors:*

	L. Marino .....	1739.25	
	White Enamel Refrigerator Co.....	169.05	
	National Fireproofing Co.....	5178.51	
	Berton Rogers .....	6415.04	
	K-W Electric Company.....	3993.49	
	Orange Screen Company.....	1262.56	Current
	Fireproof Products Company.....	2357.62	
	J. C. Raab Company.....	39945.21	
	Donaldson & Hewes.....	15268.08	
	City Cornice & Skylight Works.....	1608.56	
	Tecumseh Tile Company.....	1671.25	
	W. G. Cornell Company.....	21771.46	
	Fassler & Klein Iron Works.....	1001.00	
	Geo. Brown & Company.....	2375.00	
	P. & F. Corbin Company.....	1808.89	
	J. Ruthven .....	1976.07	
	J. Ruthven's Sons.....	15.50	Current
10	Chamberlain Company .....	1163.00	"
	Indiana Flooring Company.....	2278.00	
			\$111997.54

*Payrolls:*

	1	9/11	.....	16.66
	2	18	.....	38.74
	3	25	.....	93.03
	4	10/2	.....	107.00
	6	9	.....	451.56
	7	16	.....	491.04
	8	23	.....	566.17
	9	30	.....	471.51
	39	11/6	.....	379.50
20	40	13	.....	783.28
	41	20	.....	872.84
	42	27	.....	749.27
	95	12/4	.....	1032.49
	96	11	.....	1013.19
	97	18	.....	1042.39
	98	25	.....	828.93
	99	1/1	.....	686.13
	125	8	.....	1013.17
	126	15	.....	600.02
	127	22	.....	922.93
	128	29	.....	1036.90
	126	2/5	.....	757.44
30	127	12	.....	781.36
	128	19	Application #6.....	886.16
	129	16	.....	876.39
	249	3/4	.....	927.35
	250	11	.....	749.47
	251	18	.....	832.40
	252	25	.....	695.54
	253	4/1	.....	939.08
	285	8	.....	915.40
	286	15	.....	1087.43
	287	4/22	.....	998.25
	288	29	.....	1118.37
	303	5/6	.....	1068.84
	304	13	.....	1061.87
40	305	20	.....	1104.27

Exhibit W, A, 12.

SECOND SHEET

Payrolls: (Continued)

306	27	.....	901.79	
307	6/3	.....	706.78	
369	10	.....	884.62	
370	17	.....	802.65	
371	24	.....	864.01	
372	30	.....	844.30	
390	7/8	.....	594.52	
391	15	.....	880.23	
392	22	.....	956.91	
393	22	Painting	24.00	
394	29	"	272.10	
395	29		1160.34	
397	8/5	"	442.66	
398	5		1112.94	
423	12		910.84	
427	12	"	581.48	
424	19	"	585.22	
428	19		871.75	
425	26		834.50	10
429	26	"	592.56	
426	9/2	"	585.22	
430	2		841.00	
	9	"	1049.26	Current
	9		697.17	"
	16	"	1251.94	"
	16		1184.36	"
	23		684.64	"
	23	"	339.66	"
	30		472.24	"
	30	"	201.36	"
	10/7		200.20	"
	7	"	36.56	"
	14		67.62	"
	21		51.89	"
	28		65.27	"
	11/4		58.22	"
	11		50.73	"
	18		37.09	"

50794.90

Sundries:

Hegeman Harris Company Inc.				
24	Material & Labor	.....	29.15	
25	Rental	.....	99.96	
88	"	.....	112.50	30
124	"	.....	110.74	
146	"	.....	110.00	
190	"	.....	110.71	
255	"	.....	114.36	
290	"	.....	107.14	
343	"	.....	107.14	
347	"	.....	103.57	
396	"	.....	110.74	
422	"	.....	77.68	
26	National Blue Print Company	.....	.40	
27	"	.....	3.00	
28	"	.....	3.90	
29	"	.....	.78	
30	"	.....	.78	40

Exhibit W, A, 12.

THIRD SHEET

Sundries: (Continued)

	31	National Blue Print Company.....	.42
	32	“ .....	1.04
	33	Central Blue Print Company.....	2.61
	34	Economy Blue Print Company.....	.72
	67	“ .....	1.32
	68	Blue Print Company.....	15.81
	69	National Blue Print Company.....	1.56
	70	“ .....	.60
	71	“ .....	1.30
	72	“ .....	1.04
	73	“ .....	1.82
	74	“ .....	.72
	137	“ .....	2.10
	142	“ .....	.52
	143	“ .....	2.24
	230	Economy Blue Print Company.....	.30
	254	National Blue Print Company.....	2.76
10		“ .....	.52
		“ .....	.52
		“ .....	.84
		“ .....	.52
		“ .....	1.82
		“ .....	.78
		“ .....	1.00
		“ .....	2.24
		“ .....	.44
		“ .....	1.68
		“ .....	1.00
147		“ .....	11.20
		“ .....	.80
		“ .....	.78
20		“ .....	.52
		“ .....	.52
		“ .....	.52
		“ .....	.20
		“ .....	1.82
		“ .....	1.08
		“ .....	6.50
		“ .....	.20
		“ .....	2.08
		“ .....	13.07
		“ .....	.78
		“ .....	.78
		“ .....	.24
30		“ .....	.78
	724	“ .....	1.08
	799	“ .....	.28
		“ .....	3.75
		“ .....	1.04
		“ .....	.56
		“ .....	.52
		“ .....	1.04
		“ .....	2.08
170		“ .....	.52
		“ .....	.78
		“ .....	.52
		“ .....	.78
		“ .....	1.56
40		“ .....	1.04

## Exhibit W, A, 12.

## FOURTH SHEET

*Sundries:* (Continued)

	National Blue Print Company.....	1.56	
	“ .....	.52	
	“ .....	.78	
	“ .....	.26	
	“ .....	.20	
	“ .....	.44	
	“ .....	.35	
	“ .....	1.14	
	“ .....	.53	
	“ .....	.48	
	“ .....	1.56	
	“ .....	.20	
	“ .....	1.04	
189	“ .....	3.70	
73	“ .....	5.46	
266	“ .....	3.78	
267	“ .....	3.64	
268	“ .....	4.92	
269	“ .....	.20	10
270	“ .....	.48	
278	Economy Blue Print Company.....	.24	
279	“ .....	.10	
311	National Blue Print Company.....	.54	
312	“ .....	.16	
349	“ .....	.17	
350	“ .....	.52	
351	“ .....	2.25	
352	“ .....	2.61	
353	“ .....	.49	
385	Blue Print Company.....	.16	
386	“ .....	.22	
	Economy Blue Print Company—Current	.26	
	D. L. & W. R. R. Company.....	32.02	20
243	“ .....	29.43	
	“ .....	18.82	
245	“ .....	21.41	
243	“ .....	14.71	
142	“ .....	22.22	
133	“ .....	23.39	
133	“ .....	19.41	
81	“ .....	.50	
131	“ .....	21.85	
132	“ .....	17.80	
	“ .....	19.16	
115	“ .....	20.86	
87	“ .....	31.24	30
	“ .....	12.99	
77	“ .....	18.08	
79	“ .....	3.11	
78	“ .....	2.69	
	“ .....	1.00	
	“ .....	18.58	
310	“ .....	26.88	
244	“ .....	35.38	
19	Green & Pierson.....	681.45	
63	“ .....	681.45	
62	“ .....	65.49	
61	“ .....	150.00	
60	“ .....	279.75	
133	“ .....	1012.20	40

## Exhibit W, A, 12.

## FIFTH SHEET

## Sundries: (Continued)

	141	Green & Pierson.....	987.75	
	138	" .....	27.10	
	233	" .....	163.64	
	280	" .....	681.45	
	281	" .....	136.65	
	339	" .....	531.33	
	359	" .....	1134.74	
	376	" .....	822.28	
	421	" .....	250.64	
		" .....	243.17	Current
		Donald McGregor.....	21.58	"
	237	Granitex Company.....	173.10	
	263	" .....	17.25	
	262	" .....	80.50	
	264	" .....	114.75	
	18	New York Telephone Company.....	11.65	
	65	" .....	.80	
	66	" .....	24.80	
10	114	" .....	33.05	
	136	" .....	36.15	
	140	" .....	39.70	
	234	" .....	40.80	
	291	" .....	60.45	
	331	" .....	56.55	
	365	" .....	46.74	
	382	" .....	53.39	
	420	" .....	48.99	
		" .....	29.40	Current
		" .....	3.15	"
		" .....	11.10	"
	271	L. Marino.....	120.00	
20	12	" .....	147.46	
	89	" .....	225.00	
	10	" .....	300.00	
	14	Long Island T. Company.....	37.50	
	15	Hubbard & Floyd.....	4.10	
	16	" .....	3.95	
	17	" .....	5.35	
	145	" .....	15.50	
	101	J. Smith & Company.....	1146.00	
	20	Geo. E. Voorhees.....	35.14	
	50	" .....	106.72	
	123	" .....	114.65	
	139	" .....	185.79	
30	284	" .....	43.30	
	342	" .....	19.34	
	361	" .....	20.44	
	379	" .....	28.90	
	168	" .....	29.73	
		" .....	4.96	Current
		" .....	83.73	"
		" .....	60.27	"
	107	Geo. Jones .....	250.00	
	106	" .....	137.50	
	139	" .....	334.75	
	276	" .....	125.00	
	308	" .....	275.00	
	309	" .....	112.50	
40	356	" .....	150.00	

## Exhibit W, A, 12.

## SIXTH SHEET

## Sundries: (Continued)

23	F. K. Gaston.....	204.20		
91	" .....	97.96		
131	" .....	266.17		
282	" .....	5.65		
283	" .....	111.06		
389	" .....	322.43		
	" .....	499.70	Current	
413	J. J. Hockenjos Company.....	156.58		
416	" .....	27.90		
415	" .....	7.11		
414	" .....	92.70		
410	" .....	61.50		
411	" .....	111.15		
409	" .....	43.35		10
412	" .....	185.44		
417	" .....	5.50		
408	" .....	20.00		
407	" .....	167.00		
419	" .....	1.70		
418	" .....	92.85		
	" .....	15.00	Current	
	" .....	51.60	"	
	" .....	7.03	"	
	" .....	7.25	"	
	Geo. A. Mills Woodworking Company.	1377.24	"	
	" .....	1070.75	"	
	" .....	314.30	"	
	" .....	14.65	"	
406	Lewis & Eggington.....	37.56		20
	G. Franks.....	186.15	"	
	Mark Hafner.....	72.00	"	
	F. K. Gaston.....	186.59	"	
	R. Spiers.....	27.00	"	
5	Truscon Lab.....	127.68		
46	" .....	137.97		
100	" .....	129.68		
	Connors Bros.....	152.40	"	
	" .....	55.65	"	
48	G. B. Raymond Company.....	398.46		
22	Ludlow & Squier.....	166.52		
380	Gray Const. Company.....	48.57		
381	" .....	253.38		
405	" .....	127.89	Current	
404	" .....	154.62		30
	" .....	115.20		
	" .....	51.75	"	
192	Consumers Coal Company.....	114.41		
360	" .....	100.81		
335	E. Dietzgen.....	2.22		
21	Union Baptist Church.....	69.75		
76	Est. H. H. Thompson.....	43.50		
272	Empire Steel Company.....	22.36		
51	Portland Ladder Company.....	24.60		
52	" .....	60.00		
357	Morris Comerset Elec. Company.....	10.50		
383	" .....	8.40		
	" .....	17.68	Current	
	" .....	11.76	"	
	American Express Company.....			40
	" .....			

## Exhibit W, A, 12.

## SEVENTH SHEET

*Sundries:* (Continued)

	49	Morris Co. Crushed Stone Company	68.10	
	108	"	64.75	
	109	"	28.80	
	130	"	42.42	
	134	"	70.54	
	135	"	43.02	
	133	"	70.14	
	242	"	36.54	
	273	"	52.20	
		Gahagan's Sons.....	254.00	Current
	75	H. W. Covert Company.....	61.62	
	44	G. S. Reid Company.....	60.00	
		American Express Company.....	7.27	
	45	A. G. Phillips.....	20.02	
	103	" .....	22.18	
	144	" .....	6.85	
	136	" .....	6.13	
10	236	" .....	3.00	
	337	" .....	5.50	
	400	" .....	.44	
		" .....	46.43	Current
	59	F. W. Kingsley (The Photo Loft)...	10.00	
	105	" .....	5.00	
	135	" .....	10.00	
	141	" .....	10.00	
	241	" .....	13.00	
	274	" .....	13.00	
	275	" .....	5.00	
	354	" .....	9.00	
		" .....	31.00	Current
20	104	Normandy Water Company.....	10.90	
	248	" .....	10.60	
	338	" .....	28.55	
	387	" .....	15.57	
		" .....	9.75	Current
	110	Arthur Pierson .....	214.80	
	336	American Oil T. Company.....	36.00	
	231	R. I. U. D. Pt. Company (Toch Bros.)	61.20	
	260	P. Mende .....	260.00	
	334	" .....	260.00	
	235	C. W. Ennis.....	33.00	
	132	B. Rogers .....	30.00	\$24941.65
		<i>Credits:</i>		
30		Refund on Tile Breakage.....	11.10	
		" .....	6.94	
		" .....	10.40	
		" .....	83.23	
		" .....	8.67	
		Refund Express .....	.60	
		Surplus Timber Sold.....	100.00	
		Painting Equipment .....	140.00	
		Credits for Materials Sold.....	391.51	
		Donaldson & Hewes—Labor.....	101.52	
		" .....	7.12	
		Fassler & Klein .....	8.64	
		" .....	12.29	
		" .....	20.25	
40		J. J. Hockenjos Company.....	20.25	

Exhibit W, A, 12.

EIGHTH SHEET

Credits: (Continued)

Berton Rogers—Labor.....	4.32	
Mr. Otis Post.....	163.16	
F. K. Gaston.....	204.20	
J. C. Raab Company.....	5.50	
City Cornice & Skylight Works.....	17.18	
“.....	10.49	
“.....	4.05	
H. W. Covert Company.....	1.35	10
Tecumseh Tile Company.....	17.46	
“.....	1.31	
“.....	20.08	
“.....	61.05	
W. G. Cornell Company.....	7.27	
“.....	66.16	
“.....	7.56	
“.....	20.81	
Payroll—W. G. Cornell Company.....	2110.50	
Ret. Envelopes.....	67.50	
Green & Pierson.....	861.15	
G. B. Post & Sons.....	177.83	\$4731.20

STATEMENT

Subcontracts .....		111997.54	20
Payrolls .....		50794.90	
Sundries .....		24936.41	
		<hr/>	
		187734.09	
Credits .....		4731.20	
		<hr/>	
		183002.89	
Fee .....		10000.00	
		<hr/>	
		193002.89	
Fee on Extras.....		2022.83	
		<hr/>	
Total Cost.....		195025.72	
Contract & Extras.....		172089.69	
		<hr/>	
Overrun .....		22936.03	
Total Cost.....	195020.48		30
Payments .....	383.11		
	10435.45		
	16994.44		
	12652.82		
	16727.20		
	16950.85		
	15321.69		
	10000.00		
	7000.00		
	7344.94		
	17431.46		
	10951.06		
	282.11		
	4497.51		
	10000.00		
	10000.00	166972.64	28053.08
		<hr/>	40

## Exhibit W, A, 12.

Owner Morris County Golf Club

11/26/20

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

Building Club House

185 Madison Avenue  
New York

Architect Geo. B. Post &amp; Sons

Telephone, Vanderbilt 30

Contract .....	\$140,000.00
Fee .....	10,000.00

150,000.00

*Extras:—*

Order	#1—Auto Shed .....	\$2500.00
	2—Rfg. Slate 1/2", etc.....	580.00
	3—Securing materials, due to poor condition of roads.....	638.88
	4—Furring ceiling of General Lounge and Foyer.....	286.00
10	5—Changing width of opening on ground floor .....	234.00
	6—4" T. C. Blocks—Outside Exterior Walls .....	177.00
	7—Wire lathing basement ceiling.....	211.00
	8—Orna treatment beams in Club Lounge.....	250.00
	9—Changing height—Balcony Floor.....	64.88
	10—Changing lights in Guest Rooms 1-2-3-4-5 .....	163.35
	11—Providing wall lights.....	181.96
	12—Changing W. C. seats on all closets....	90.00
	13—Laying floor in Living Room.....	590.00
	14—Changing outlets in Living Room....	26.62
20	15—Omission 7 base receptacles, etc., and addition of 7 outlets in Dining Room .....	175.45
	16—Omission 2 base plugs and addition of 2 wall outlets in Living Room.....	75.02
	17—Base plug in Ladies Room.....	25.41
	18—Installing call bells.....	406.56
	19—Base plug in Sewing Room.....	145.20
	20—Change of interior finish.....	80.26
	21—Change interior trim, Foyer hall.....	68.00
	22—Stirrup irons.....	89.12
	23—Mantel facings of limestone, General Lounge .....	78.00
	24—Addl. cost oak timber, etc.....	485.00
30	25—Hinged transoms, Dining Room, Grille, etc.....	257.42
	26—Installing steps at bay window.....	117.26
	27—Providing scuttles in Locker Room...	93.86
	28—Wood filler strips.....	207.77
	29—Wall outlet—Bachelor's toilet.....	7.60
	30—Omission large platform and installation one step on Living Room balcony .....	113.44
	31—Change in dormers in roof of Living Room .....	93.37
	32—Addl. nailing surface for lath, on 1" ceiling beams.....	89.04
	33—Suspended ceiling in portion of Ladies' Locker Room and Lounge.....	71.91
40	34—New closet, Guest Room #9.....	182.45

## Exhibit W, A, 12.

## SECOND SHEET

*Extras:—*(Continued)

Order # 35—Changing size Guest Room # 10, and closet at south end.....	\$46.76	
36—Changing inter-communication telephone system to bell system.....	421.73	
37—Plastering Grille Room.....	144.25	
38—Stucco Arch Mould.....	154.88	
39—New closet under service stairs.....	42.46	
40—Tar paper under stucco of dormer windows .....	66.77	
41—Plastering side walls of Locker Room..	355.44	
42—Addl. marble partition required to fit new type shower receptor.....	113.74	10
43—Connecting areaway in kitchen wing..	440.02	
44—Removing leader head south side Locker Room and installing two leader heads in kitchen wing front..	55.07	
45—Widening concrete step at front main porch .....	187.31	
46—Changes in office and addition of door between servants' bedroom, Third Floor, and attic space over Bachelor's quarters.....	94.34	
47—Installing louvre in roof and door to underside of roof, Bachelors' wing..	247.75	
48—Installing power outlet for moving picture machine .....	446.57	20
49—Concrete transformer vault and door..	376.56	
50—Changing electric wall outlets to base outlets at south end of Living Room, etc. ....	312.42	
51—Changing electric outlet over dresser in Guest Room # 3.....	33.59	
52—Addl. doors to storage space under eaves .....	929.20	
53—Change base plug to wall outlets in Guest Rooms .....	80.75	
54—Conduits under Locker Room floor....	136.60	
55—Widening cement steps in Locker Room to toilet and loggia.....	21.57	30
56—Wire lath back Keene cement wainscot	30.94	
57—Change in width of opening and door between Ladies' Toilet and Locker Room .....	65.01	
58—Wood and glass transom over marble partition and changes in electric work, Ladies' Toilet, 2nd Floor.....	107.69	
59—Installing outlet in Kitchen with conduit and 2 wires from same to switchboard located in basement for connection with electric oven.....	200.76	
60—Dismantling refrigerator in old Club House, hauling to new building and altering to fit building conditions...	167.97	40

## Exhibit W, A, 12.

## THIRD SHEET

*Extras:—(Continued)*

	Order #61—Changing old locker platforms and providing one new post for road lamp..	\$174.22	
	62—Addl. shelving, tables, boxes, etc.....	537.56	
	63—Kick plates, pantry doors.....	46.31	
	64—Lamp supports, stone boat, etc.....	123.67	
	65—Temp. building for caddy house.....	485.29	
	66—Emergency elec. work at opening of Club House .....	239.56	
10	67—2" Waste and Vent for toilet at guest Room #5.....	137.54	
	68—Roughing Bachelors' Toilet, 2nd Fl..	90.85	
	69—Changing location, etc., of connecting vent pipes above second floor for men's toilet, etc.....	145.88	
	70—Move, alter and repair temp. bldg. and install shelving, etc.....	433.85	
	71—Angle Irons .....	18.00	
	72—Screen .....	1527.70	
	73—Changing 10 Radiators.....	232.95	
	H-H Co. 47-A. M. C. S. 88 Connections, etc., in setting kitchen equipment .....	2218.73	
20	H-H Co. 56-A. M. C. S. 94 Painting radiators .....	1446.64	
	H-H Co. Change 74 Painting sidewalks of special rooms .....	613.98	22608.69
			<u>172608.69</u>

*Credits:—*

	Order #1—Omission of hardware from upper sash of bay window in Living Room....	14.00	
	#2—Omission of telephone booth, telephone and light on second floor hall, etc..	67.00	
30	#3—Change in panelled walls of General Lounge and passage to Dining Room.	97.00	
	#4—Omission shower curtains & fixtures...	60.75	
	#5—Omission of finishing of radiators and exposed heating pipes, etc.....	147.25	
	Change to Flaxmine.....	15.00	401.00
	Total Contract and Extras.....		<u>\$172207.69</u>

*Additional Credits:—*

	Omission Plaster Mantel in General Lounge .....	58.00	
	Omission Bay State Painting in Locker Room and Basement.....	60.00	118.00
40			<u>\$172089.69</u>

## Exhibit W, A, 12.

12/2/20

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.

BUILDERS

185 Madison Avenue

New York

Building Club House

Architect Geo. B. Post &amp; Sons

Telephone, Vanderbilt 30 10

## DETAIL COST OF PAINTING

	<i>Debits</i>	<i>Credits</i>
Payments received by Jas. Ruthven up to July 15/20.....	1794.59	
H. H. Co., Inc., payrolls from July 22 to Oct. 1, 1920.....	5962.04	
J. J. Hockenjos Co.....	1035.41	
Materials purchased locally.....	89.66	
Equipment .....	85.30	
J. Ruthven's Son.....	15.50	
Equipment and surplus materials sold.....		140.00
	<u>8982.50</u>	<u>140.00</u>
Total cost, less credit.....	8842.50	20
Total contract & extra orders.....	4311.40	
Over-run .....	4531.10	

## DETAIL STATEMENT OF PAINTING CONTRACT &amp; CHANGE ORDERS.

	<i>Debits.</i>	<i>Credits.</i>
Original Contract .....	2400.00	
Architects' Order No. 20.....		10.00
21.....	25.00	13.00
25.....	16.88	
26.....	13.41	
27.....	12.24	
28.....	77.72	30
34.....	16.32	
49.....	8.16	
52.....	95.40	
58.....	15.28	
21.....	13.00	
Painting Radiators.....	1195.57	
Painting Special Room, side walls.....	507.42	
Architects' Credit Memo No. 2.....		2.00
Omission of Bay State Painting.....		60.00
	<u>4396.40</u>	<u>85.00</u>
Total less credits.....	4311.40	40



## Exhibit W, A, 13.

No. 11710

OFFICE OF GEO. B. POST &amp; SONS, Architects.

DECEMBER 29TH, 1919

This is to Certify, that Hegeman-Harris Company, Inc. is entitled to a payment of SIXTEEN THOUSAND NINE HUNDRED NINETY FOUR and 44/100 Dollars, on account of General Contract for The Morris County Golf Club House, Convent, New Jersey. 10

In full for vouchers numbered one  
 (1) to ninety-four (94) inclusive.. 27,813.00  
*Less previous Certificates,* 10,818.56

Amount of Certificate, 16,994.44

To The Morris County Golf Club

GEO. B. POST & SONS, Architects. 20  
 per R. R. HOUSTON

No. 11722

OFFICE OF GEO. B. POST &amp; SONS, Architects.

JANUARY 28TH, 1920.

This is to Certify, that The Hegeman-Harris Co. Inc. is entitled to a payment of TWELVE THOUSAND SIX HUNDRED AND FIFTY TWO and 82/100 Dollars, on account of General Contract for the Morris County Golf Club, Convent, N. J. 30

In full for vouchers numbered 1 to  
 124 inclusive ..... 40,465.82  
*Less previous Certificates,* 27,813.00

Amount of Certificate, 12,652.82

To The Morris County Golf Club,

GEO. B. POST & SONS, Architects.  
 per R. R. HOUSTON 40

## Exhibit W, A, 13.

No. 11732

OFFICE OF GEO. B. POST &amp; SONS, Architects.

FEBRUARY 27TH, 1920.

This is to Certify, that The Hegeman-Harris Company is entitled to a payment of SIXTEEN THOUSAND SEVEN HUNDRED TWENTY SEVEN and 20/100 Dollars, On account of General Contract for the Morris County Golf Club, Convent, New Jersey.

10 In full for vouchers numbered 1 to  
 152 inclusive ..... 57,193.02  
*Less previous Certificates,* 40,465.82  
 Amount of Certificate, 16,727.20

To The Morris County Golf Club.

GEO. B. POST & SONS, Architects.  
 per R. R. HOUSTON

20 No. 11745

OFFICE OF GEO. B. POST &amp; SONS, Architects.

29TH MARCH, 1920.

This is to Certify, that Hegeman-Harris Company are entitled to a payment of SIXTEEN THOUSAND NINE HUNDRED FIFTY 85/100 Dollars, on account of General Contract for the Morris County Golf Club House, Convent, N. J.

30 In full for vouchers numbered 1 to  
 221 inclusive ..... \$69,143.87  
 On account of Profit..... 5,000.00  
 \$74,143.87  
*Less previous Certificates,* 57,193.02  
 Amount of Certificate, \$16,950.85

To The Morris County Golf Club

GEO. B. POST & SONS, Architects.  
 per R. R. HOUSTON

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## Exhibit W, A, 13.

No. 11754

OFFICE OF GEO. B. POST &amp; SONS, Architects.

NEW YORK 22ND APRIL 1920.

This is to Certify, that HEGEMAN-HARRIS COMPANY INC. is entitled to a payment of Fifteen Thousand Three Hundred Twenty-One and 69/100 Dollars, On account of the General Contract for The Morris County Golf Club House, Convent, New Jersey, as follows:—

In full for vouchers Nos.		
1 to 255 inclusive.....	84,465.56	
On account of Profit...	5,000.00	89,465.56 10

*Less previous Certificates,* 74,143.87

Amount of Certificate, 15,321.69

To THE MORRIS COUNTY GOLF CLUB  
GEO. B. POST & SONS, Architects.  
per R. R. HOUSTON

No. 11767

20

OFFICE OF GEO. B. POST &amp; SONS, Architects.

MAY 20TH, 1920.

This is to Certify, that THE HEGEMAN-HARRIS COMPANY, INC. is entitled to a payment of TWENTY FOUR THOUSAND THREE HUNDRED FORTY FOUR and 94/100 Dollars, On account of General Contract for the Morris County Golf Club, Convent, New Jersey.

In full for vouchers numbered 1 to		30
296 inclusive .....	108,810.50	
On account of Profit.....	5,000.00	

*Less previous Certificates,* 113,810.50  
89,465.56

Amount of Certificate, 24,344.94

To The Morris County Golf Club  
GEO. B. POST & SONS, Architects.  
per R. R. HOUSTON 40

Exhibit W, A, 13.

No. 11787

OFFICE OF GEO. B. POST & SONS, Architects.

JUNE 23RD, 1920.

This is to Certify, that HEGEMAN-HARRIS COMPANY is entitled to a payment of SEVENTEEN THOUSAND FOUR HUNDRED THIRTY ONE and 46/100 Dollars, On account of General Contract for the Morris County Golf Club House, Convent, N. J.

	In full for vouchers No.	
	1 to 296 and No. 299 to	
	320 both inclusive, No.	
	322, 324 to 332 and 334	
	to 399 both inclusive,	
	#341 to 343 inclusive..	126,241.96
	On account of Commis-	
20	sion .....	5,000.00 131,241.96

*Less previous Certificates, 113,810.50*

Amount of Certificate, 17,431.46

To The Morris County Golf Club

GEO. B. POST & SONS, Architects.

per R. R. HOUSTON

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## Exhibit W, A, 13.

No. 11809

OFFICE OF GEO. B. POST &amp; SONS, Architects.

AUGUST 3RD, 1920.

This is to Certify, that HEGEMAN-HARRIS COMPANY, INC. is entitled to a payment of FIFTEEN THOUSAND SEVEN HUNDRED AND THIRTY and 68/100 Dollars, On account of General Contract for the Morris County Golf Club House, Convent, New Jersey. 10

In full for vouchers No.		
1 to 296 and 299 to 320		
both inclusive, 322, 324		
to 332 and 334 to 399		
both inclusive and 341		
to 365 and 367 to 372		
both inclusive .....	141,972.64	
On account of Commission .....	5,000.00	146,972.64 20

*Less previous Certificates, 131,241.96*

Amount of Certificate, 15,730.68

To The Morris County Golf Club.

GEO. B. POST &amp; SONS, Architects.

per R. R. HOUSTON

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## Exhibit W, A, 13.

No. 11822

OFFICE OF GEO. B. POST &amp; SONS, Architects.

AUGUST 25TH, 1920.

This is to Certify, that THE HEGEMAN-HARRIS COMPANY, INC. is entitled to a payment of TEN THOUSAND SIX HUNDRED FIFTY-EIGHT and 48/100 Dollars, On account of General Contract for the Morris County Golf Club, Convent, New Jersey.

	On account of vouchers		
	No. 1 to 400.....	152,631.12	
10	On account of commis- sion .....	5,000.00	157,631.12

*Less previous Certificates, 146,972.64*

Amount of Certificate, 10,658.48

To The Morris County Golf Club

GEO. B. POST &amp; SONS, Architects.

per R. R. HOUSTON

20 No. 11833

OFFICE OF GEO. B. POST &amp; SONS, Architects.

NEW YORK 16TH SEPTEMBER 1920.

This is to Certify, that Hegeman-Harris Company is entitled to a payment of Eleven Thousand Forty-Nine and 56/100 Dollars, On account of General Contract and Additional Work for the Morris County Golf Club House, Convent, New Jersey, as follows:—

30	On account of vouchers		
	No. 1 to 430*inclusive..	163,680.68	
	On account of Commis- sion .....	5,000.00	168,680.68

*Less previous Certificates, 157,631.12*

Amount of Certificate, 11,049.56

To The Morris County Golf Club

GEO. B. POST &amp; SONS, Architects.

per R. R. HOUSTON

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## Exhibit W, A, 13.

No. 11886

OFFICE OF GEO. B. POST &amp; SONS, Architects.

NEW YORK 1ST MARCH 1921.

This is to Certify, that Hegeman-Harris Company is entitled to a payment of Twenty-One Thousand Three Hundred Thirty-Nine and 80/100 Dollars, in full for balance of General Contract and Extra Work for the Morris County Golf Club House, Convent, New Jersey, as follows:—

Amount of Contract..	\$140,000.00		
Contractors Fee .....	10,000.00		
Total Extras .....	26,820.89		
“ Overrun on Contract .....	22,930.79	199,751.68	
<hr/>			
Less Credits .....	\$ 4,731.20		
“ 50% of Contractors' fee in accordance with Contract.	5,000.00	9,731.20	190,020.48
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Note—in accordance with letter from Mr. H. MacCracken of the 18th of February 1921 Hegeman-Harris Co. have only received \$166,972.60 on account of certificates issued.

*Less previous Certificates, 168,680.68*

Amount of Certificate, 21,339.80<sup>30</sup>

To The Morris County Golf Club

GEO. B. POST &amp; SONS, Architects.

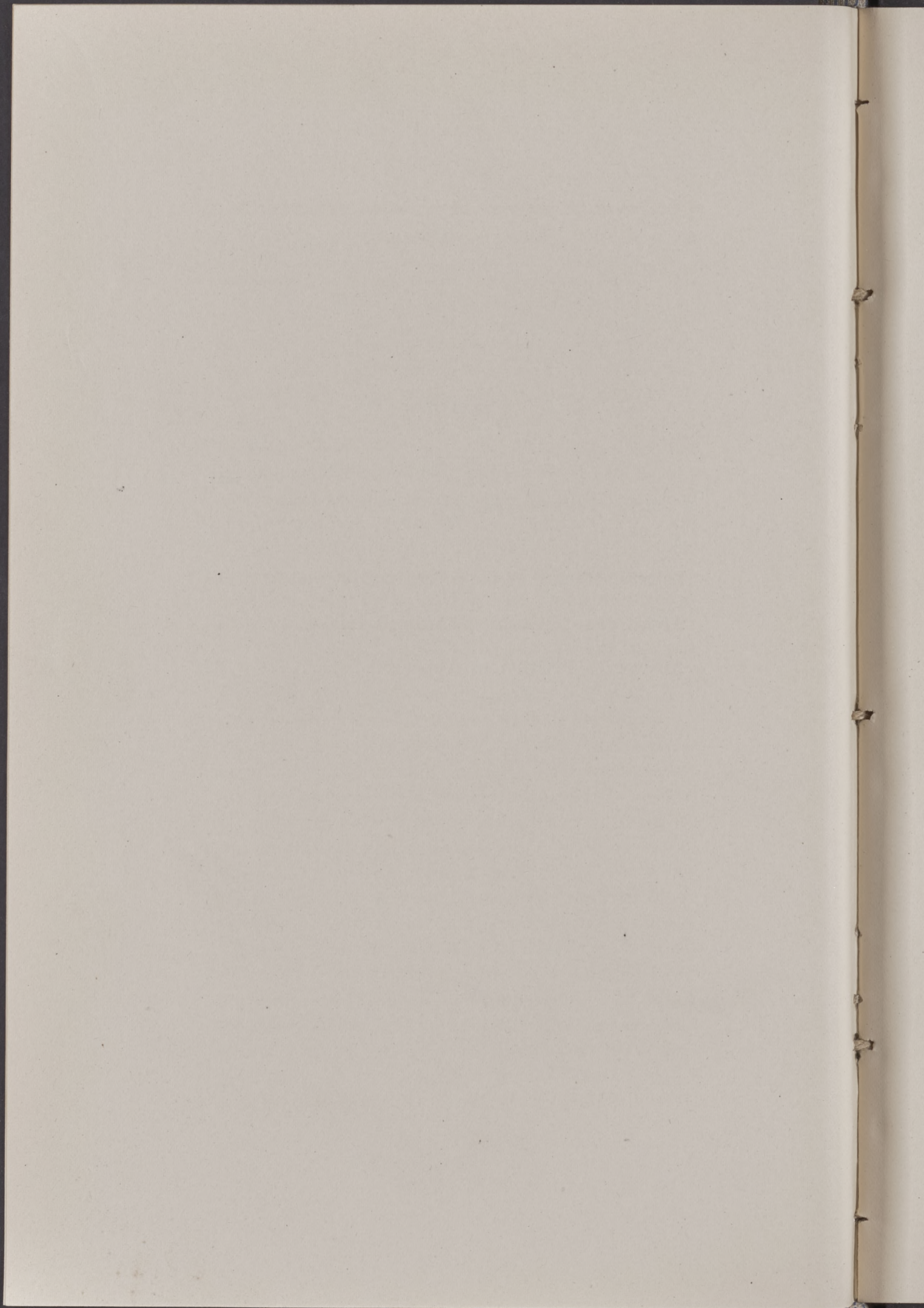
per R. R. H.



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**Contract between Hegeman-Harris Co.,  
Inc., and Raab.**

*Note*—This contract is part of the stipulation printed on page 70 of the state of case.

ARTICLES OF AGREEMENT, MADE the 3rd day of November, 1919, between HEGEMAN-HARRIS COMPANY, INC. (hereinafter designated the General Contractor), and acting in virtue of its contract with Morris County Golf Club, Owner, for the erection of the building hereinafter mentioned, under the supervision of Geo. B. Post & Sons, Architect, and J. C. RAAB (hereinafter designated the Subcontractor), WITNESSETH; That the Subcontractor, in consideration of the covenants and agreements herein contained on the part of the General Contractor, does covenant, promise and agree with the General Contractor, as follows:

*First.*—The Subcontractor shall well and sufficiently perform, furnish and finish, in a thoroughly workmanlike manner, under the direction and to the satisfaction of the General Contractor, Architects, and the Owner, all necessary labor and material for carpentry work complete and all such work as shown on plans or mentioned in specification as prepared by Geo. B. Post & Sons, Architect, Pages 35 to 45 inclusive and the General Conditions to the specification Pages 1 to 11 inclusive. Also paragraph 8 to 24, 32 to 40, 50 to 53, 61 to 69, 76 to 79, 84 to 88 under Special Room Finish and Automobile Shed. It is understood that trunklift, dumbwaiters, sleepers and underflooring in fire proof constructed floors are not included for and at the Morris County Golf Club of the Owner at Convent, New Jersey, agreeably to the drawings and specifica-

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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tions, including all revisions to date, made by Geo. B. Post & Sons, Architect (which said drawings and specifications form, and are to be considered a part of this contract), and will perform and furnish such other work and materials as may be necessary in connection with the above mentioned work, including permits, molds, patterns, measurements,  
10 shop drawings, scaffolding, details, cartage, workmanship, and labor necessary to finish said work in a good, workmanlike manner.

*Second.*—Should it appear that the work hereby intended to be done is not sufficiently detailed or explained on the said drawings, or in the said specifications, the Subcontractor shall apply to the Architects through the General Contractor, for such  
20 further drawings, details or explanations as may be necessary and shall conform to the same as part of this contract. In the event of any doubt or question arising respecting the true meaning of the drawings or specifications reference shall be made, through the General Contractor, to the Architects, whose decision thereon shall be binding and conclusive on both parties hereto; provided, however, that  
30 in case the same matter is in dispute between the General Contractor and the Architect or Owner, and is by them referred to arbitration under the General Contract, the determination of any matter relating to the Subcontractor by said arbitration between the General Contractor and the Architect or Owner, shall be conclusive and binding upon the Subcontractor. All drawings, plans, and specifications, are to remain the property of the Architects, and are to be returned to them upon the completion of this contract and before final payment is  
40 given to the Subcontractor.

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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*Third.*—The General Contractor may at any time during the progress of this work, make any additions to, alterations in, or deviations from, the drawings or specifications or revisions without invalidating this agreement, and if such additions, alterations, or deviations shall result in any additional work or in the omission of any of the work, 10 then, in that event the fair and reasonable value of the same shall be added to, or deducted from, the amount herein agreed to be paid by the General Contractor; provided, however, that no additional work shall be considered an extra unless the same shall be done in pursuance of a written order signed by the General Contractor.

*Fourth.*—The Subcontractor shall, within 20 twenty-four hours after receiving written notice from the General Contractor to that effect, proceed to take down and remove any and all portions of the work which the General Contractor shall condemn as unsound or as failing to conform to the specifications or drawings or to the conditions of this contract, and other and proper work and materials shall be performed and furnished instead thereof by or at the expense of the Subcontractor. The Subcontractor shall take down and remove the 30 work as condemned, without injury to the surrounding work, and shall reimburse the General Contractor for any loss or damage suffered by it by reason of the failure of the Subcontractor to comply with any of the conditions hereof.

*Fifth.*—The Owner and Architects and all persons appointed by either of them or by the General Contractor shall have the right to visit and inspect any part of said work, and the Subcontractor will, 40

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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at all times, provide proper and safe facilities to the Owner, the Architects, and the General Contractor, for the inspection of the work or any part thereof, at the factory or elsewhere, and will, upon request, report on the progress of the materials furnished and the labor performed under or pursuant to this contract.

*Sixth.*—The Subcontractor will proceed with the said work and furnish said materials in a prompt and diligent manner, and shall do the several parts of said work and furnish and deliver said materials at such times and in such order as hereinafter specified, or as the General Contractor may direct upon five (5) days' notice, and will commence the performance of said work at the building at any time required by the Contractor and shall carry on the work as the progress of the job and the requirements of the General Contractor demand.

and shall and will wholly finish the said work and complete said deliveries according to the said drawings and specifications, and this contract, on or before the \_\_\_\_\_ day of \_\_\_\_\_, 192 .

And it is distinctly understood and agreed by the parties hereto that time is the essence of the contract, inasmuch as the General Contractor has, by its contract with the Owner of the building, agreed to finish the same on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19 , and that delay in the performance of this contract will delay the completion of the building or structure and will cause the General Contractor to be liable for penalties or damages, by reason of its contract with the Owner. In the event, therefore, of any delay on the part of the Subcon-

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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tractor resulting in the failure of the General Contractor to complete the building or structure on the date above mentioned, or contributing to such failure, or causing the General Contractor to become liable for any penalties or damages by reason of the provisions of any contract made by the General Contractor in connection with the erection or completion of the aforesaid building or structure, or by reason of any other claim against the General Contractor arising out of such delay, the Subcontractor hereby agrees to reimburse the General Contractor and indemnify and hold it harmless against any and all such claims for penalties and damages which may be enforced against the General Contractor.

Should the Subcontractor be obstructed or delayed in the prosecution or completion of the whole of the work to be done under this contract by the neglect, delay or default of the General Contractor, or by any act of the Owner or any Subcontractor doing work upon the said building, or by alterations or additions which may be required in the said work, or by any damage which may happen thereto by fire, or by the unusual action of the elements or by the abandonment of the work of the Subcontractor by its employees through no fault or collusion of the said Subcontractor, then there shall be an allowance of additional time beyond the date set for the completion of the said work, such additional time to be fixed by the General Contractor; but no such allowance shall be made unless a claim shall be presented in writing by the Subcontractor to the General Contractor within forty-eight hours of the occurrence of such obstruction or delay. The Subcontractor agrees that such allowance of additional time for

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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completing the work hereunder precludes, satisfies, and cancels any and all other claims which the said Subcontractor may have or assert on account of any of the aforesaid causes of delay.

The Subcontractor shall not employ any convict or non-union labor without the written consent of  
10 the General Contractor for any work to be done within the jurisdiction of the Building Trades Employers' Association. Any labor troubles which may arise are to be adjusted in accordance with the agreements between the Building Trades Employers' Association and the Labor Unions, and in accordance with the appropriate trade agreements between the various employers' trade associations and the corresponding unions. The Subcontractor  
20 shall employ at all times such labor as will not retard the progress of the work from any cause.

*Seventh.*—The Subcontractor agrees that he will, during the performance of his work, place proper guards upon and about the same for the prevention of accidents, and that he will indemnify and save harmless the General Contractor for any loss or damage which the General Contractor may sustain by reason of injury or damage to its work, tools, or materials, or the work, tools, or materials  
30 of any other Subcontractor, or to the building or structure, or to any adjoining building or structure, or to any adjoining work or property, whether of any Subcontractor or any other person, or for any injury to any person, or persons, either workman or the public, arising out of the performance of the work hereunder, or by or on account of any act, or omission of the said Subcontractor.

The Subcontractor shall also cover, protect and

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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exercise due diligence to secure the work from injury, and all damage or injury to the same, not caused by the General Contractor, shall be made good by the Subcontractor. The Subcontractor agrees to pay or allow all just charges of the General Contractor for repairs to other work made necessary by damage or injury done by this Sub- 10 contractor, and for removal of rubbish, etc., occasioned by the said Subcontractor, and also agrees to pay or allow pro rata charges of the General Contractor for glass breakage.

The Subcontractor further agrees that where other contractors or subcontractors are employed on the work or structure, he will not hold the General Contractor responsible for loss or damage or injury caused by any fault or negligence of such 20 other contractor or subcontractor, and he further agrees that he will look to the said several contractors or subcontractors for the recovery from them, or either of them, of any such damage or injury.

*Eighth.*—The Subcontractor agrees to at all times keep fully insured his interest in the work done by him under this contract; but the General Contractor or the Owner may, at their option, and 30 from time to time as payments may be made to the Subcontractor, insure such portions of such work as may be necessary to protect their respective interests therein.

The Subcontractor further agrees to hold harmless and to indemnify the General Contractor and the Owner from any claim, loss or liability on account of injuries to any employee of the Subcontractor, or to any other person. In the event of 40

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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any action being brought against the General Contractor or the owner, or both, by reason of such injuries the Subcontractor will pay all expenses and counsel fees incurred in the defense of such action. The Subcontractor shall also carry workmen's compensation and other insurance to protect the Owner, the General Contractor and himself, as  
10 their interest may appear, to cover any loss or damage on account of injuries happening to his employees or to any other person, caused by or in connection with the operation of the Subcontractor under this contract. The Workmen's Compensation insurance shall completely cover compensation due to employees on account of injuries and the insurance covering damages to other persons on account of personal injuries shall be issued  
20 in such amounts as are approved by the General Contractor. All insurance shall be taken out in such companies as are satisfactory to the General Contractor and all policies shall be exhibited to the General Contractor whenever requested. The Subcontractor further agrees to deliver to the General Contractor, within five days after signing of this contract and before commencing any work thereunder, a certificate from the insurance carrier  
30 showing the name of such company, the date of expiration of the policies and the limit of liability thereunder, which certificate shall recite that five days' written notice will be given to the General Contractor should such policies be cancelled or changed during their term.

*Ninth.*—Should the Subcontractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality and quantity, or fail in any respect to prose-  
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Contract between Hegeman-Harris Co., Inc., and  
Raab.

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cute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, on his part to be performed, the General Contractor shall be at liberty at any time after the mailing of a three days' written notice to the Subcontractor, to provide any such labor or materials, and to deduct the cost thereof from any 10 money then due or thereafter to become due to the Subcontractor under this contract; and the General Contractor shall be at liberty to terminate the employment of the Subcontractor under this contract, and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in the event of such 20 discontinuance of the employment of the Subcontractor, he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the General Contractor in finishing the work, such excess shall be paid by the General Contractor to the Subcontractor; but if such expense shall exceed 30 such unpaid balance, the Subcontractor shall pay the difference to the General Contractor. The expense incurred by the General Contractor, as herein provided either for furnishing materials or for finishing the work, and any damage incurred by such default, may, at the option of the General Contractor, be audited and certified by the Architects, whose certificate thereto, in the event of such audit, shall be conclusive and binding upon the parties hereto.

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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*Tenth.*—It is hereby mutually agreed between the parties hereto that if the Subcontractor does well and faithfully perform this work, and every part thereof, the General Contractor will then pay to the Subcontractor the sum of Forty-one Thousand Five Hundred Fifty-nine Dollars (\$41,559.00) 10 subject to additions or deductions on account of alterations, or otherwise, as herein provided. Upon delivery to the General Contractor of a certificate from the Architect that payment is due, said sum shall be paid in installments as follows:

On or before the last day of each calendar month application shall be made in writing to the General Contractor by the Subcontractor, who shall also 20 file with the General Contractor an accurate schedule of the material furnished and work done during the said month. On or before the 10th day of the succeeding month the General Contractor agrees to make payment for 85 per cent. of the value of the work and materials incorporated by the Subcontractor in the building the preceding month, provided the rate of progress made by the Subcontractor is satisfactory to the General Contractor, and as herein agreed upon, and that pay- 30 ment for same has been received by the General Contractor from the Owner. No payment shall be made unless all improper or rejected work has been made good, and no payment shall be considered as an acceptance of any defective work under this contract.

The remaining 15 per cent. shall not be paid to the Subcontractor until the expiration of 30 days after the completion and acceptance of the build- 40 ing by the Architects.

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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*Eleventh.*—The Subcontractor agrees that he shall forthwith furnish to the General Contractor a bond in a form satisfactory to him, and in the sum of  
with a Surety Company  
satisfactory to and approved by the General Contractor  
conditioned for the faithful fulfillment by the Sub-  
contractor of the terms and covenants of this contract 10  
on his part to be performed.

*Twelfth.*—The Subcontractor shall indemnify and save harmless the General Contractor from all damages arising from any material used by the Subcontractor which may be claimed to be an infringement of United States Letters Patent; and in the event of an action being brought against the General Contractor upon an alleged infringement of Letters Patent, the expenses of the General Con- 20  
tractor incurred in the defense of such action, including counsel fees, shall be paid by the Subcontractor.

*Thirteenth.*—The Subcontractor agrees if any portion of said materials or workmanship furnished by him shall not in every way be good, sound, efficient and well suited for the purposes for which it is intended, and such deficiency shall occur, or be detected by inspection or otherwise 30  
within 1 year from the date of the full completion of the building, appurtenances, improvements and equipments, the Subcontractor shall, at any time and from time to time, upon written notice from the Architect or the General Contractor specifying a fault or imperfection in workmanship or material, promptly correct the same, and pay all damages caused by such fault; and in the event of the failure of the Subcontractor to so correct the same, the 40

Contract between Hegeman-Harris Co., Inc., and  
Raab.

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General Contractor or Owner may remedy the same at the Subcontractor's expense and deduct the cost and damages from any amount then due and thereafter to become due to the Subcontractor, and if such amount shall be insufficient, or if there shall be nothing due the Subcontractor, he shall pay the  
10 General Contractor such cost and damages, or the balance thereof.

*Fourteenth.*—The Subcontractor further agrees not to display on or about the premises any sign, trademark, or other advertisement.

*Fifteenth.*—The Subcontractor shall, if required, appoint a duly accredited representative to attend  
20 meetings at such place, or places, as shall be decided by the General Contractor, in order to render reports on the progress of the materials furnished and labor performed under this contract and to discuss in general the progress of all work upon the building.

*Sixteenth.*—The Subcontractor further agrees to clean up and remove from the site all debris, dirt, etc., resulting from the setting or erection of  
30 his work.

*Seventeenth.*—In the event that the General Contractor and Subcontractor fail to agree as to the reasonable value of any omission or addition referred to in Article Third, or as to the allowance of additional time as provided in Article Sixth, or as to whether the Subcontractor has been guilty of any refusal or neglect referred  
40 to in Article Ninth, or in case of any other

Contract between Hegeman-Harris Co., Inc., and  
Raab.

---

dispute arising between the General Contractor and the Subcontractor, then the matter in dispute shall be referred to a board of arbitrators, created as follows: Each party shall appoint, in writing, an arbitrator, and give written notice of such appointment to the other party, and the two so appointed shall thereafter appoint a third person. The parties shall present to the arbitrators the facts to substantiate their respective claims and a decision, in writing, shall be rendered after such submission. The decision of any two of the arbitrators shall be binding upon the parties.

*Eighteenth.*—The said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to full performance of the covenants herein contained. In case the party of the second part to this contract is a firm or corporation the singular pronoun "he" and used in reference to such party, shall be taken to refer to such firm or corporation.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first written above. 30

HEGEMAN HARRIS COMPANY, INC.  
General Contractor

*In presence of:*

G. C. DERICKS

B. HERMAN

JOHN C. HEGEMAN

President

J. C. RAAB

Subcontractor 40

**Letters Attached to the Preceding  
Contract.**

J. C. RAAB

HERMANN RAAB & SON  
CARPENTERS AND BUILDERS  
23 East 26th Street  
New York

10

SEPT. 24, 1919.

MESSRS. HEGEMAN-HARRIS CO.,  
33 West 42nd Street,  
New York City.

GENTLEMEN:—

We propose to furnish the labor and material for the Carpentry Work on the new Golf Club for the Morris County Golf Club, Convent, N. J. including  
20 Automobile shed, according to the plans and specifications as prepared by Geo. B. Post & Sons, Architects, Pages 35 to 45, but excluding trunklift and dumbwaiters and sleepers and underflooring in fire-proof constructed floors and including under Special Room finish, paragraphs 12 to 24, 32 to 40, 50 to 53, 61 to 69, 76 to 79, 84 to 88 for the sum of Forty-One Thousand, Five Hundred and Fifty-nine Dollars (\$41,559.00).

30 Where spruce timber is unobtainable in the local market we have substituted Long-Leaf Yellow Pine.

This proposal is contingent in this—that upon the acceptance hereof, a satisfactory contract be entered into between both parties before the acceptance shall become binding on either party.

Respectfully submitted,

HERMAN RAAB & SON,  
By J. C. RAAB

40 JCR: BH

Letters Attached to the Preceding Contract.

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J. C. RAAB

HERMANN RAAB & SON  
 CARPENTERS AND BUILDERS  
 23 East 26th Street  
 New York

SEPT. 17, 1919.

HEGEMAN-HARRIS Co., INC.,  
 33 West 42nd St.,  
 New York City.

10

01

GENTLEMEN :

We propose to furnish the labor and material for  
 the Carpentry Work for the new automobile shed,  
 for the Morris County Golf Club, Convent, N. J.,  
 for the sum of Eight Hundred Dollars, (\$800.00).

Respectfully submitted,

20

HERMAN RAAB & SON,

JCR: BH

30

40

**Architect's Certificate Showing  
Damages.**

W. S. Post  
J. Otis Post  
W. S. Wagner  
R. R. Houston

Engineers  
W. J. Thomas

Town Planning  
R. F. Warner

Cleveland Office  
R. Lindsay  
A. H. Gentry.

GEO. B. POST & SONS  
Architects

10 101 Park Avenue, New York

MORRIS COUNTY GOLF CLUB

February  
Sixth  
1922

HEGEMAN-HARRIS CO. INC.  
185 Madison Avenue,  
New York City

20 GENTLEMEN:—

In our Certificate #11886, dated March 1st, 1921 in full for the balance of General Contract and Extra work for the Morris County Golf Club, at Convent, N. J. we certified to an item of over-run on contract of \$22,930.79. Included in this amount was \$3,058.95 which was the amount of the over-run on the contract for CARPENTRY WORK.

30 We have audited the attached statements, and hereby certify that they are correct, and that the amount of the damage of Hegeman-Harris Company Inc., on account of the completion of the CARPENTRY CONTRACT is \$3,058.95

Yours very truly,

GEO. B. POST & SONS,  
per R. R. HOUSTON.

Supt.  
enclosure  
40 RRH/PR

Architect's Certificate Showing Damages.

Owner Morris County Golf Club

To HEGEMAN HARRIS COMPANY, INC. DR.  
BUILDERS

Building Club House 185 Madison Ave.  
New York

Architect Messrs. Geo. B. Post & Sons.

Telephone Vanderbilt 30

DETAIL OF COST OF CARPENTRY 10

	Debits	Credits
Payments received by J. C. Raab up to		
July 10/20 .....	\$39945.21	
H. H. Co. Inc. Payrolls from July 12—		
Oct. 7/20 .....	4852.58	
George A. Mills Woodworking Co.....	2776.94	
Mark Hafner .....	72.00	
Chamberlin Weather Strip Co.....	1163.00	
Indiana Flooring Co.....	2278.00	
Donaldson & Hewes .....	68.86	
City Cornice & Skylight Co.....	25.57	
Berton Rogers .....	24.02	
James Ruthven .....	75.68	20
Miscellaneous Material, local purchase..	590.52	
Gustav Franke Sons.....	186.15	
J. Gahagan Son.....	254.00	
Shoers Lederle Glass Co.....	27.00	
Trucking by Gray Construction Co....	127.89	
Surplus timbers sold.....		100.00
	\$52367.42	
Total Cost, less credit..	52367.42	
Total Contract & Extra		
Orders..	49308.47	
Over-run .....	\$3058.95	30

## Architect's Certificate Showing Damages.

Owner Morris County Golf Club

To HEGEMAN-HARRIS COMPANY, INC. DR.  
BUILDERSBuilding Club House 185 Madison Av.,  
New YorkArchitect Messrs. Geo. B. Post & Sons.  
Telephone Vanderbilt 30DETAIL STATEMENT OF CARPENTRY CONTRACT AND CHANGE  
ORDERS.

	Debits	Credits.
10 Original Contract .....	\$40759.00	
Architects' Order No. 1.....	800.00	
3.....	407.88	
4.....	5.28	
5.....	35.20	
9.....	44.00	
13.....	513.00	
20.....		69.00
21.....	43.00	
22.....	73.65	
24.....	485.00	
25.....	100.16	
26.....	83.50	
27.....	29.48	
28.....	57.50	
30.....	93.75	
20 31.....	77.17	
32.....	73.59	
33.....	58.01	
34.....	83.61	
35.....	12.37	
36.....	18.94	
46.....	61.60	
47.....	127.14	
48.....	9.50	
49.....	51.38	
52.....	596.84	
54.....	2.16	
57.....	22.48	
58.....	60.35	
60.....	138.82	
61.....	143.98	
62.....	454.26	
30 63.....	4.75	
64.....	102.21	
65.....	401.06	
70.....	358.55	
Architects' Credit Memo #2.....		41.00
"    "    #3.....		174.00
Omission of Cabots' Deadening Quilt....		365.00
Temporary Enclosures, Etc.....	158.67	
Repairing Forms due to Cave-In.....	38.72	
General Lounge Mantel .....	62.00	
Concrete Forms .....	2655.90	
Wood Furring, Etc.....	144.12	
Temporary Tables, Platforms, Runways..	93.90	
Temporary Storage Shed and Office....	341.07	
Masonry Centres .....	73.92	
	<hr/>	<hr/>
	49957.47	649.00
40 Total, Less Credits.....	<hr/>	<hr/>
	\$49308.47	

Architect's Certificate Showing Damages.

MORRIS COUNTY GOLF CLUB

J. C. Raab Company Account.

Local Job Purchase. (Petty Cash Account.)

Payroll Date	Vendor	
8/19/20	Express charges on balusters.....	\$2.42
9/ 2/20	Rising & Thorne—1 Stone.....	1.00
"	" " 1 Adze .....	4.00
"	" " 1 Handle .....	.35
9/16/20	" " 1 Latch .....	2.25
"	Banister & Pollard—9 Doz. Coat Hooks.....	17.25
	Freight on doors and cartage.....	2.23

Local Job Purchase.

Vendor		
Voorhees .....	5 Lbs. Finishing Nails.....	.50 10
" .....	25 " Wire .....	2.25
" .....	2—1/2 Pints LePage Glue.....	1.00
" .....	5 Lbs. #16 Wire Brads.....	.82
Green & Pierson.....	60 Sq. Ft. 5/8" Fir Ceiling.....	7.20
" .....	1728 Lin. Ft. 1/2" x 3" Spruce.....	51.84
Voorhees .....	10 Lbs. 1-1/2" #16 Wire Brads...	1.65
" .....	2 " 3/4" #18 " " .....	.56
" .....	2 " 1" #16 " " .....	.40
Green & Pierson.....	10 Pcs. 2x4x10'-0" .....	5.02
" .....	15 " 1x10x16'-0" .....	12.50
Voorhees .....	1—10" File .....	.24
" .....	5 Lbs. Wire Nails.....	.45
" .....	25 " 8d Wire Nails.....	2.25
" .....	10 " 2" F. H. St. Wire Nails....	1.45 20
" .....	3 Bronze Hand Rail Brackets....	.90
" .....	2—1/2 Pints LePage Glue.....	1.00
" .....	3 Glass Cutters .....	.54
" .....	1 Lb. 1/2" #18 Brads.....	.36
" .....	1 " 3/4" #18 " .....	.28
" .....	2 Pr. 2" x 2" Bronze Butts.....	.60
" .....	1 " 3" x 3" " .....	.48
" .....	2 " 4" x 4" " .....	1.20
" .....	2 Cupboard Catches .....	.70
" .....	2 Spring Bolts .....	1.20
" .....	2 Doz. Sheets #1-1/2 Sandpaper..	.47
" .....	1 Cylinder Wardrobe Lock.....	1.28
" .....	3 Pr. 3 x 3 Bronze Butts.....	1.44 30
" .....	2 Cupboard Turns .....	1.20
" .....	4 Drawer Pulls .....	.44
" .....	1 Gross 1" #10 Screws.....	.66
" .....	4 Drawer Pulls .....	.48
" .....	2 Bronze Cupboard Turns.....	1.20
" .....	2 Pr. 3-1/2" x 3-1/2" Bronze Butts.	1.00
" .....	2—10/64" Twist Drills.....	.26
" .....	43 Lbs. #8 Sash Cord.....	5.94
" .....	3 Doz. Stop Bead Screws.....	.36
" .....	10 Bronze Sash Lifts.....	1.67
" .....	10 Lbs. 1-1/2" #14 Brads.....	1.45
" .....	6—2" #10 Brass Screws .....	.15
" .....	2 } —10-24 Taps .....	1.25 40
" .....	3 }	

## Architect's Certificate Showing Damages.

	Voorhees.....	4 Doz. 1-1/2" #12 Screws.....	.28
	" .....	128 Lbs. 2" Angle Iron .....	15.79
	" .....	3—10/64 Twist Drills.....	.39
	" .....	12 Bolts 5/16" x 4-1/2".....	.60
	" .....	3 Lbs. 4d Nails.....	.33
	" .....	1—3/8" Twist Drill .....	.39
	" .....	5 Lbs. 1-1/2 # 16 Brads.....	.90
	" .....	18-5/16 Machine Bolts.....	.72
	Green & Pierson.....	20 Pcs. 1x12x16'-0" .....	48.00
	" .....	4 " 1x12x12'-0" .....	6.72
	" .....	2 " 1x12x12'-0" .....	2.88
	" .....	1 " 1x8x14'-0" .....	.99
	" .....	14 " 1x5x14'-0" .....	9.02
10	" .....	1 " 1x5x12'-0" .....	.55
	" .....	375 Lin. Ft. 1x2.....	9.37
	" .....	14 Ft. 4" Crown Moulding.....	1.12
	" .....	126 Lin. Ft. 2x2 Cypress.....	8.60
	" .....	1 Pe. 2x12x16'-0" Fir .....	6.40
	Voorhees.....	2 Lbs. 7/8" Staples.....	.28
	" .....	5 " Cut Nails .....	.65
	" .....	2 Doz. Round Head Screws.....	.10
	" .....	2 Pr. 4x5 Brackets .....	.36
	" .....	4-1/2 Lbs. Sash Cord.....	5.31
	Green & Pierson.....	2000 Ft. Lattice Strip.....	40.00
	" .....	1 Pe. 1x12x14'-0" .....	1.68
	" .....	600 Lin. Ft. 1x1.....	12.00
	Voorhees.....	2 Flush Bolts .....	1.40
20	" .....	1 Pr. Brass Hinges.....	.15
	" .....	1/2 Pint Glue .....	.50
	" .....	5 Lbs. 1" #18 Brads.....	1.18
	" .....	5 " 1-1/4" #16 Brads.....	.93
	A. G. Phillips.....	5 Rolls 2 Ply Roofing Paper.....	17.50
	" .....	15 Lbs. 6d Wire Nails.....	1.50
	Green & Pierson.....	2 Pcs. 2x12x12'-0" Pine .....	5.76
	" .....	10 " 1x2x14'-0" " .....	3.50
	" .....	35 " 1x2x12'-0" .....	1.50 9.00
	" .....	4 " 2x4x12'-0" .....	3.84
	" .....	10 " 1x8x12'-0" .....	8.80
	Green & Pierson.....	10 Pcs. 1x6x16'-0" .....	8.80
	" .....	10 " 1x4x16'-0" .....	5.83
30	" .....	240 Lin. Ft. 1x12 .....	28.80
	" .....	4 Sash .....	6.00
	Voorhees .....	10 Lbs. Nails .....	.90
	" .....	1 Doz. Hooks .....	.92
	" .....	1 Cylinder Lock .....	1.25
	" .....	1/2 Doz. Blue Chalk.....	.10
	" .....	1 Gross 3/4 #8 Screws .....	.48
	" .....	3 Lbs. Staples .....	.42
	" .....	5 " Nails .....	.45
	" .....	15 Ft. Galv. Wire Cloth .....	1.35
	" .....	1 Pr. 4x5 Shelf Brackets .....	.15
	" .....	1 " 6x8 " " .....	.25
	" .....	1/2 Doz. Coat Hooks .....	.50
	Green & Pierson.....	6 Pe. 2x16x18 Spruce .....	16.02
	" .....	280 Lin. Ft. 1x2 Pine .....	7.00
40	" .....	10 Pcs. 1x10x16'-0" Ship Lap .....	8.99

## Architect's Certificate Showing Damages.

Green & Pierson.....	5 Pcs. 2x4x12'-0" Pine .....	3.00
" .....	196 Lin. Ft. 1x12 W.P. ....	23.52
" .....	70 " " " S.K.P. ....	8.40
" .....	8 Pcs. " " .....	13.44
" .....	1 Pc. 2x2x16'-0" Pine .....	.60
Voorhees .....	1 Flat File .....	.42
" .....	4 Doz. 2" #13 Screws.....	.32
" .....	5 Doz. 1/4x1-1/4 Stove Bolts...	.60
" .....	1-5/16 Drill .....	.26
" .....	3 Hack Saw Blades .....	.30
" .....	1 Elbow Catch .....	.50
" .....	50 Lbs. 8d Wire Nails .....	4.00
" .....	1 Padlock .....	1.50
" .....	1/2 Doz. Sash Locks .....	.63
" .....	2 " Screw Eyes .....	.20
" .....	6-1/2 Screw Hooks .....	1.62
" .....	1 Doz. #2 Sandpaper .....	.30
" .....	1 Wardrobe Lock .....	.55
" .....	2 Caldwell Door Holders .....	1.20
" .....	4 Cupboard Turns .....	1.20
" .....	2 Sash Fasteners .....	.22
" .....	6-3/8x2" Tire Bolts .....	.18
" .....	5 Lbs. Nails .....	.45
" .....	1 Brass Padlock .....	1.75
" .....	1 Brass Hasp and Staple .....	.45
" .....	2 Pr. 3x3 Butts .....	.60
" .....	2 Doz. Screws .....	.12
" .....	1 Elbow Catch .....	.07
" .....	7 Ft. Galv. Wire Cloth.....	.49
" .....	2 Cupboard Turns .....	.60
" .....	1/2 Doz. Drawer Pulls .....	.55
" .....	1 #813 Padlock .....	1.75
" .....	2 Plates .....	.20
" .....	7 Ft. 1-1/4x3/8 Tire Iron.....	.47
" .....	1 Staple .....	.02
" .....	1 Plate Staple .....	.05
" .....	1 #833 Padlock .....	2.25
Drilling Tire Iron .....	.....	.50
Voorhees .....	25 Lbs. Wire Nails .....	2.25
" .....	36 Sq. Ft. Wire Cloth .....	3.24
" .....	3 Lbs. Staples .....	.42
" .....	2-3" Safety Hasps .....	.40
" .....	2 Padlocks .....	.80
" .....	1 Doz. Screws .....	.05
" .....	2-1"x1/4 Stove Bolts .....	.03
" .....	1-2" Hook & Eye .....	.02
Green & Pierson.....	12 Pc. 2x6x16'-0" .....	14.78
" .....	4 " 1x12x12'-0" .....	5.76
" .....	2 " 2x2x16'-0" .....	.87
A. G. Phillips.....	6 Rolls Roofing Paper .....	21.00
" .....	1 Rim Lock .....	2.15
" .....	1 Can LePage Glue .....	.45
" .....	1 Gross 1-1/4 #9 Screws .....	.43
" .....	10 Lbs. 10d Nails .....	1.00
" .....	10 " 20d " .....	1.00
" .....	1 Lock .....	1.25

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 \$590.52 40

**Answer to Petition of Appeal.**  
 NEW JERSEY COURT OF ERRORS &  
 APPEALS.

<p style="text-align: center;">MORRIS COUNTY GOLF CLUB,          Complainant,</p> <p style="text-align: center;">VS.</p> <p style="text-align: center;">10 HEGEMAN HARRIS Co., INC.,  <i>et al</i>,          Defendants.</p>		Answer to Petition of Appeal.
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The Answer of Hegeman-Harris Company, Inc., respondent in the above named case, to the petitions of appeal of the George A. Mills Woodworking Company and Green & Pierson, Inc., appellants, shows:

20 This respondent, not acknowledging all or any of the matters, which in the said petitions of appeal are contained, to be true, for answer thereto, nevertheless, says and admits, that a final decree was made on January 8th, 1923, in this cause, and entered in the Court of Chancery as is stated in the petitions of appeal;

30 But as to the substance and form thereof, this respondent prays to refer thereto when the same shall be produced.

And this respondent is advised and believes, that the said final decree is agreeable to equity, and it prays that the same may be affirmed with costs to be adjudged to this respondent.

INSLEY, VREELAND & DECKER,  
 Solicitors and of Counsel with Hegeman-  
 Harris Co., Inc., respondent.

**New Jersey Court of Errors and Appeals.**

THE GEORGE A. MILLS WOOD  
WORKING CO. and GREEN &  
PIERSON, INC.,  
Defendants-Appellants,

and

HEGEMAN-HARRIS CO., INC.,  
Defendant-Appellee.

On Bill of Inter-  
pleader.

On Appeal from  
Chancery.

**BRIEF FOR DEFENDANTS-  
APPELLANTS.**

**POINT 1.**

The final decree should have adjudged that the defendants-appellants were entitled to the amount of their respective claims, with interest, and directed that payment thereof be made from the fund in Court.

**POINT 2.**

Defendant-appellee, Hegeman-Harris Co., Inc., having made advance payments to the sub-contractor, Raab, is liable to defendants-appellants to the extent of such payments.

**POINT 3.**

**Defendant-appellee never collected from Morris County Golf Club the full amount of the cost of the building, as provided in its contract, and the building actually cost more than the amount of the claim of defendants-appellants in excess of amount actually paid by said Club.**

*As to Point 1.* We rely upon the statute which says the owner shall retain the amount due and owing to stop-notice claimants of any sub-contractor out of the amount owing by the owner on the contract with the Master Contractor, or that may thereafter become due from such owner on such contract.

*P. L. 1917, page 821.*

The statute above cited, so far as applicable, reads as follows:

“Whenever any master workman or contractor, or whenever any contractor under any master workman or contractor shall, upon demand, refuse to pay any person who may have furnished him material used in the erection of any such house or other building, or any sub-contractor, journeyman or laborer employed by him in erecting, or constructing any building, the money or wages due to him, it shall be the duty of such journeyman, laborer, materialman, or sub-contractor, to give notice in writing to the owner or owners of such building and such master workman or contractor of such refusal, and of the amount due to him or them and so demanded, specifying said amount as nearly as possible, and the owner or owners of such building shall thereupon be authorized to retain the amount so due and claimed by such journeyman, laborer, materialman or sub-contractor out of the amount owing by him or them on the contract

or that thereafter may become due from him or them on such contract for labor or material used in the erection of such building, giving the master workman or contractor and any contractor under any master workman or contractor written notice of such notice and demand, and if the same be not paid or settled by said master workman or contractor, or such contractor under any master workman or contractor, such owner or owners, on being satisfied of the correctness of said demand, shall pay the same, and the receipt of such journeyman, laborer, materialman or sub-contractor for the same shall entitle such owner or owners to an allowance therefor in the settlement of accounts between him and such master workman or contractor, or his representatives or assigns, as so much paid on account."

Defendants-appellants claim that, under and by virtue of the statute above quoted, they are entitled to have a decree that their claims, with interest, should be paid from the fund in the Court of Chancery. They relied upon the statute. They furnished labor and material to the sub-contractor, Raab, believing the amount due or to become due and owing from the Golf Club to the Master Contractor was liable for the payment of their claims. They had nothing to do with the selection of sub-contractors. The Golf Club and Master Contractor had sole right as to such choice. They selected sub-contractors at their risk and peril. They knew of the statute. They knew defendants-appellants relied upon its provisions. If any one should lose, it should be the Master Contractor.

*As to Point 2.* The Vice Chancellor correctly found and held, as the case clearly shows, that the Master Contractor made advance payments to the sub-contractor, Raab. But we think he failed to give proper effect to such findings. The Master Contractor could have protected itself by ascertaining whether or not the sub-contractor, Raab, was paying for the material which was used in the

building. It did not do so. Further, Raab's sub-contract was for approximately \$42,000.00. It provided that 15% should be retained out of each payment. At the time Raab abandoned his contract he had done approximately \$48,000.00 of work. The retained percentage approximates \$7,000.00 which, deducted from the contract price, leaves \$35,000.00, but the Master Contractor had at that time paid Raab approximately \$40,000.00—an over-payment of approximately \$5,000.00, or almost enough to meet the claims of defendants-appellants in full. See Paragraph 3, Section 10 of Raab's contract with defendant-appellee.

*As to Point 3.* The case shows that the building actually cost about \$200,000.00, but the Golf Club paid only approximately \$185,000.00. The claims of defendants-appellants approximate \$6,500.00 and the other claimant not appealing approximates \$1,400.00. So there is about \$8,000.00 of unpaid claims, and the Golf Club gets a building for \$185,000.00 which cost \$200,000.00. This would seem so unconscionable as to shock the conscience of a Court, and there should be some relief.

It is respectfully submitted that the decree should be reversed, and a decree entered adjudging that the claims of defendants-appellants be paid from the fund in Court, with interest.

VREELAND & WILSON,  
Solicitors of Defendant-Appellant,  
The George A. Mills Wood Working  
Co.

HOWARD F. BARRETT,  
Solicitor of Defendant-Appellant,  
Green & Pierson, Inc.

C. F. WILSON,  
HOWARD F. BARRETT,  
Of Counsel.

The Evening Post Job Printing Office, Inc., 154 Fulton St., New York, N. Y.

## Court of Errors and Appeals of New Jersey.

MORRIS COUNTY GOLF CLUB,  
Complainant,

v.

HEGEMAN HARRIS COMPANY, *et al.*,  
Defendants.

Appeal from the Court  
of Chancery.

**BRIEF FOR HEGEMAN HARRIS COMPANY,  
INC. (DEFENDANT), RESPONDENT, IN AN-  
SWER TO BRIEF OF GEORGE A. MILLS  
WOODWORKING COMPANY AND GREEN &  
PIERSON (DEFENDANTS), APPELLANTS.**

### Statement of Facts.

Appellants having omitted a statement of facts from their brief, the following is set forth for the information of the Court.

The appeals are from the final decree of the Chancellor awarding to Hegeman Harris Company, Inc. (respondent), a fund paid into court under a decree of interpleader, and excluding the claims of George A. Mills Woodworking Company and Green & Pierson, Inc. (the appellants), and James A. Ruthven, a defendant therein, who has not appealed.

There was no conflicting evidence before the Vice-Chancellor concerning any of the facts in this case. All of the material facts were settled by a stipulation, which is printed commencing on page 70.

On August 29th, 1919, the Morris County Golf Club made a written contract with the Hegeman Harris Company, Inc., for the erection of a building on the former's land at Convent, in Morris County. This contract was filed September 15th, 1919, with

the County Clerk (p. 70, line 24). The contract is printed commencing on page 12.

On November 3rd, 1919, the Hegeman Harris Company, Inc., sub-let the carpentry work on this building to J. C. Raab by a written contract (Case, p. 70, line 38). This contract is printed in full on page 1 of the Supplement to State of Case.

The material parts of this sub-contract so far as this appeal is concerned are:

(1) Raab undertook to furnish the necessary labor and material for the complete carpentry work as shown by the plans and specifications, etc.

(2) Hegeman Harris Company, Inc., reserved the right to itself to make any additions, alterations and deviations from the drawings or specifications at any time during the progress of the work, adding the additional cost or deducting the amount of the decrease from the contract price.

(3) It was agreed if at any time Raab refused or neglected to supply a sufficient number of properly skilled workmen or of materials of the proper quality or quantity or failed in any respect to prosecute the work with promptness and diligence, or failed in the performance of any agreement therein contained, Hegeman Harris Company, Inc., at any time, after mailing a three day written notice to Raab, could terminate his employment, and enter on the premises and take possession of the materials, etc., and finish his work. In the event of the discontinuation of the employment of Raab, then the latter was not entitled to receive any further payment until the work was entirely finished, and if, at that time, the unpaid balance exceeded the expenses incurred by Hegeman Harris Company, Inc., in finishing the work, such excess was to be paid to Raab, but if the expense exceeded the unpaid balance, then Raab undertook to pay such excess to the Hegeman Harris Company, Inc.

(4) The contract price was \$41,599, subject to additions or deductions as provided herein.

Raab went to work and continued the performance of his contract until the latter part of June or the early part of July, 1920, when he stopped. On July 7th, 1920, Hegeman Harris Company, Inc., mailed to Raab a three day notice to proceed with work; this notice was received by Raab on July 8th, 1920, and on July 12th, 1920, he abandoned the work and defaulted in the performance of his contract (Case, p. 74, line 20).

Hegeman Harris Company, Inc., on July 12th, 1920, took over the performance of Raab's sub-contract and completed it by March 2nd, 1921 (Case, p. 74, line 38).

The calculation showing the cost to Hegeman Harris Company, Inc., of completing Raab's sub-contract is as follows:

Raab had received up to the time of his default .....	\$39,945.21
If Raab had completed his contract he would have received (including extra work) .....	49,308.47
The cost to Hegeman Harris Company, Inc., of completing Raab's sub-contract (including the sum of \$39,945.21 paid to Raab) was.....	52,367.42
Consequently the damage sustained by Hegeman Harris Company, Inc., by reason of Raab's default was.....	3,058.95

And by the terms of his contract Raab owed this sum to Hegeman Harris Company, Inc. (Case, p. 75, line 2).

This cost was determined by the architect who by the terms of the sub-contract was empowered to so determine and his certificate was made final and conclusive (see contract provision Supplement to State of Case, p. 9, line 30).

The architect's certificate showing the calcula-

tion of the damage is printed in the Supplement to the State of Case, page 16.

Raab became a bankrupt by adjudication of the Federal District Court April 18, 1921 (Case, p. 7, line 3), so this claim for damages became of little value and the administration of the bankrupt estate having taken its usual course it later became worthless.

The following "stop notices" were filed:

Claimant.	Date.	Amount.
George A. Mills Woodworking Co. . . . .	Aug. 2, 1920 . . . .	\$4,497.51
James W. Ruthven, Admr. . . . .	Aug. 14, 1920 . . . .	1,552.74
Green & Pierson, Inc. . . . .	Oct. 23, 1920 . . . .	1,923.30

These "stop notices" were for amounts due from Raab. Another "stop notice" for \$1,399.70 was filed by George A. Mills Woodworking Company against Hegeman Harris Company, Inc. This claim was conceded to be due by the Hegeman Harris Company, Inc., and was ordered paid on its consent by the Vice-Chancellor so that while this "stop notice" was before the Vice-Chancellor it is in no way a part of this appeal.

The owner, the Morris County Golf Club, filed its bill of interpleader August 30th, 1920 (Case, p. 1) bringing in the "stop notice" claimants as defendants and by an interlocutory decree made by the Chancellor on August 30, 1921, was permitted to interplead; it then paid the funds into court.

Claims against the fund were filed by all the "stop notice" claimants. The Hegeman Harris Company, Inc., conceded the debt of \$1,399.70 mentioned above to George A. Mills Woodworking Company and disputed all the other claims.

After a final hearing the Vice-Chancellor advised a final decree awarding the fund to Hegeman Harris Company, Inc.

Ruthven has not taken any appeal from the final decree.

### Answer to Point I.

Appellants are creditors of a sub-contractor; they served "stop notices" on the owner and the general contractor; they say the law requires that they be paid even though their debtor, the sub-contractor, abandoned his contract and the general contractor was compelled to complete it at a cost of more than \$3,000 above the contract price. In other words they claim to have rights against the general contractor which it is clear their debtor, the sub-contractor, did not have. And these rights they say were given to them by *P. L. 1917, page 821*, which amends section 3 of the "Mechanics Lien Act" by extending to creditors of sub-contractors the right to resort to the owners by means of stop notices. Prior to that amendment the right to resort to the fund by means of a stop notice was confined to creditors of the contractor (*Fehling vs. Goings, 67 N. J. Eq. 375*).

The only change the amendment of 1917 made in section 3 of the "Mechanics Lien Act" was to extend the benefits of the "stop notice" to another class of persons. It left unchanged the well-established rule that there must be a sum of money due to the creditor of the person serving the "stop notice" before payment could be compelled. And it is at this point that appellants' case fails. There was nothing due to the sub-contractor Raab with which to make payment.

The following facts are contained in a stipulation which was before the Vice Chancellor at the final hearing and which is printed at page 70 of the State of Case.

Raab, the sub-contractor, failed to supply sufficient men and material to prosecute his work. His contract with Hegeman-Harris Company, Inc., the general contractor contained this provision:

"*Ninth*—Should the Subcontractor at any time "refuse or neglect to supply a sufficiency of prop-

"erly skilled workmen, or of materials of the proper  
 "quality and quantity, or fail in any respect  
 "to prosecute the work with promptness and dili-  
 "gence, or fail in the performance of any of the  
 "agreements herein contained, on his part to be  
 "performed, the General Contractor shall be at  
 "liberty at any time after the mailing of a three  
 "days' written notice to the Subcontractor, to pro-  
 "vide any such labor or materials, and to deduct  
 "the cost thereof from any money then due or there-  
 "after to become due to the Subcontractor under  
 "this contract; and the General Contractor shall  
 "be at liberty to terminate the employment of the  
 "Subcontractor under this contract, and to enter  
 "upon the premises and take possession of all ma-  
 "terials and appliances of every kind whatsoever  
 "thereon, and to employ any other person or per-  
 "sons to finish the work, and to provide the ma-  
 "terials therefor; and in the event of such discon-  
 "tinuance of the employment of the Subcontractor,  
 "he shall not be entitled to receive any further pay-  
 "ment under this contract until the said work shall  
 "be wholly finished, at which time, if the unpaid  
 "balance of the amount to be paid under this con-  
 "tract shall exceed the expenses incurred by the  
 "General Contractor in finishing the work, such  
 "excess shall be paid by the General Contractor to  
 "the Subcontractor; but if such expense shall ex-  
 "ceed such unpaid balance, the Subcontractor shall  
 "pay the difference to the General Contractor"  
 (Supplement to State of Case, p. 8, line 37).

Hegeman Harris Company, Inc., on July 7, 1920,  
 mailed to Raab a three-day notice to proceed with  
 his work; he received the notice July 8, 1920, and  
 on July 12, 1920, abandoned the work; Hegeman  
 Harris Company, Inc., took over the performance  
 of Raab's contract and when it was finished the  
 cost was \$3,058.95 in excess of the amount Raab  
 would have been entitled to had he performed his  
 contract; in other words Hegeman-Harris Com-  
 pany, Inc., was damaged to that extent by his de-  
 fault. The contract provided:

"The expense incurred by the General Con-  
 "tractor, as herein provided either for furnishing

“materials or for finishing the work, and any damage incurred by such default, may, at the option of the General Contractor, be audited and certified by the Architects, whose certificate thereto, in the event of such audit shall be conclusive and binding upon the parties hereto” (Supplement to State of Case, p. 9, line 31).

The architect audited the cost in accordance with this provision of the contract and certified the damage of the Hegeman Harris Company, Inc. Their certificate was before the Vice Chancellor at final hearing.

With the foregoing facts admitted it is clear that there was nothing due to Raab with which to pay the stop notices.

Neither the amendment of 1917, nor Section 3 of the “Mechanics Lien Act” before that amendment, deprived the owner of the benefit of his contract with his contractor and made him liable under all circumstances to pay money to stop notice claimants when no money was due the contractor.

In *Reeve vs. Elmdorf*, 38 N. J. L. 125, at page 130, this question was certified to the Supreme Court:

*“Fifth.* When a per diem payment to be deducted from the contract price for completing a building has begun to run against the contractor, is the owner liable, under the third section of the ‘mechanics’ lien law to any laborer, journeyman or materialman for work or materials for such building until it is actually completed?”

And the answer of the Supreme Court was as follows (our italics):

“The statement of the general principle, that the statutory section in question does not at all modify the contract between the contractor and the owner, except in the one particular that it authorized certain portions of the money earned to be paid to the workmen and materialmen, appears to afford an answer to the questions here propounded. *The owner cannot be compelled to pay to the workman or materialman any moneys*

*“which, by force of his contract, he was not com-  
 “pellable to pay to the contractor. Upon notice  
 “given, the workman or materialman, to the ex-  
 “tent of his demand, takes the place of the con-  
 “tractor, so that, if the owner, as against the latter,  
 “can withhold the payment of the moneys earned,  
 “he can do so, in like manner, against the demands  
 “of the former. The test is, whether a suit for the  
 “money in question will lie by the contractor  
 “against the owner. If it will not, the owner is not  
 “liable to a suit by the workman or materialman.  
 “The result therefore is, that if, by the terms of the  
 “contract in this case, the owner had the right to  
 “retain the moneys earned until the completion of  
 “the building, and then to make deduction from  
 “such sum on account of the delay in the doing of  
 “the work, such right will be of equal avail,  
 “whether the suit is at common law by the con-  
 “tractor, or under the statute by the workman or  
 “materialman.”*

### **Answer to Point II.**

According to the finding of fact by the Vice Chancellor: At the time Raab abandoned his work there was a sum of money in the hands of Hegeman-Harris Company, Inc., which would have belonged to him if he had gone on and completed his contract. He did not do this. When the contract was completed the surplus had been used up and he owed \$3,058.95 to Hegeman-Harris Company, Inc.

Prior to the act of 1895 making the owner liable to pay a second time if he made advance payments to the contractor under the contract there was no restriction on the time or amount of payment that an owner could make to the contractor.

The act of 1895 required the owner to pay in accordance with the terms and at the time fixed by the contract. But the appellants in this case can derive no benefit from it because:

a. By its terms it imposes the duty of making payments in accordance with the contract terms on the *owner* and not on the contractor as in this case.

b. The contract in this case provided that the payments from Hegeman-Harris Company, Inc., be made as follows:

“Upon delivery to the general contractor of a certificate from the Architects that payment is due, said sum shall be paid in installments as follows: \* \* \*”

Each month Raab made an application to Hegeman-Harris Company, Inc., for the amount he considered due; this application was attached to the application of Hegeman-Harris Company, Inc., to the architect; the architect examined the applications (including Raab's application) and fixed the amount the Morris County Golf Club had to pay to Hegeman-Harris Company, Inc., and gave a certificate therefor and the Morris County Golf Club paid Hegeman-Harris Company, Inc., the amount fixed therein and it in turn paid Raab. The fixing of the amount by the architect of necessity included the fixing of the amount due Raab. If the architect's certificate is necessary, we contend that this certificate satisfied the contract requirement that payments be made on the architect's certificate.

### **Answer to Point III.**

There is nothing in this case that bears out the assertion that the building cost \$200,000 and the Morris County Golf Club paid but \$185,000 for it. Even if that was so, it has nothing to do with this appeal.

**The decree of the Chancellor should be affirmed.**

WILLIAM E. DECKER,  
Of Counsel with Hegeman-Harris  
Company, Inc., Respondent.

