

Contract for Construction of the Granville Library, 1900

Whereas Milton B. Whitney of Westfield, Mass. did on Feb. 27 1899 offer in writing to give the sum of five thousand dollars towards the erection of a building to be used permanently for the purposes of a free public library in the town of Granville upon certain conditions, the first of which was "that a like sum shall be raised by other parties for the same object on or before Jan. 1, 1900". and whereas the Granville Library Club, a club composed exclusively of ladies residing in said Granville, did, through the efforts of its members and other persons, raise the sum of five thousand dollars and upwards for the same object on or before Jan. 1, 1900, and a contract in writing has been made between said Whitney and Ralph B. Cooley of said Granville, as the representative of said Club, with Melissa A. Gaines of said Granville for the sale and conveyance by said Gaines to said Whitney and Cooley of a certain tract of land, situated at Granville Corners in said Granville, to be held by them in trust as the site for said proposed library building, and it has been agreed between said Whitney and said Club that five hundred dollars of said fund of \$10000 might be used and appropriated towards the payment for said land, and provision has been made for the balance of the consideration money to be paid for said land and Gardner, Pyne & Gardner of Springfield, Mass. Have been selected as the architects to prepare plans and specifications for said building and to superintend the erection and completion thereof:

It is hereby mutually agreed by and between said Whitney and said Granville Library Club, acting by said Cooley as its representative an agent, that the sum of ninety five hundred dollars shall, if deemed necessary, be expended in the erection of a suitable and convenient brick library building upon said lot at Granville Corners according to plans and specifications to be furnished by said Gardner, that one half of said sum, viz; the sum of forty seven hundred and fifty dollars, shall be furnished and paid by each of the parties hereto in payment for said building as the same may be called for the terms of the contract, which is hereby agreed shall be made for the erection of said building and at the time therein stated, it being understood that said sum of \$9500.00 shall include the payment for the services of the architects as well as the erection of said building, and shall also include a heating plant, suitable and sufficient for heating the entire building, and also suitable cases, shelves and such other suitable and convenient furniture and fixtures of approved patterns and designs as may be deemed necessary and proper to fit said building for library purposes, and also suitable apparatus and fixtures for lighting said building.

That when said building shall be completed, furnished and fully paid for said Whitney and Cooley shall offer to convey and shall convey on passage of the votes hereafter stated by a proper trust deed to the town of Granville said tract of land and the building thereon to be held [by] said town in trust forever for the purpose of maintaining therein forever a free public library and reading room for the use of the inhabitants of said town, provided said town shall at a meeting of the inhabitants thereof, duly warned and held for that purpose, vote to accept a deed of said land and building with an express condition therein that said land shall be forever used as a site for a free public library and reading room, and that the building, standing thereon at the time of said deed to said town and [a] building thereafter erected thereon shall be forever used for the purposes

of a free public library and reading room, and further provided said town shall vote to raise and appropriate at said meeting to be called and held for that purpose the sum of three hundred dollars, for the support of a free public library therein during the year then next ensuing and shall also vote at said meeting to be called for said purpose to place the entire care, control and superintendence of said land and building and the library and reading room, connected therewith, in the hands and under the authority of a board of three trustees, two of whom shall be elected by said town in the manner now provided by law for terms of three years each, and that one of said trustees shall be such person of age of twenty one years at least, who shall be certified by the President and Secretary of said Granville Library Club, to have been elected by at least a majority vote of the members of said Club for the time being as such Trustee for the period of three years, and the successor of such Trustee shall at the expiration of three years be elected by said Club in the same manner for the term of three years then next ensuing and the election shall be certified in like manner as in case of the first Trustee, elected by said Club, and at the expiration of the second term of three years of such Trustee so elected by said Club his or her successor and all the Trustees of said Library and reading room shall be elected forever thereafter by said town for successive terms of three years each in the manner provided by law.

If any disagreement shall arise between said Whitney and said Cooley in regard to said plans and specifications or in regard to the erection and furnishing of said building or in any other matter connecte[d] therewith, [which they shall be] unable to settle mutually between them, the same shall be referred to E.C. Gardner of the said firm of Gardner, Pyne & Gardner, whose decision shall be final and binding upon both said parties.

It is hereby agreed that said Cooley shall act as the representative and agent of said Club in the performance of this agreement in all its details, and that he shall be authorized and is hereby authorized to enter into and sign any agreements in relation thereto in his own name and that any agreements by him made and all acts done and all payments made hereunder, or in the erection and furnishing of said building shall be binding upon said Club, and all the members thereof.

And the said Ralph B. Cooley hereby agrees to and with said Whitney to be personally responsible for and does hereby personally guarantee the full and faithful performance of each and every agreement herein made on the part of said Club, and will personally guarantee the payment of said sum of forty seven hundred and fifty dollars herein agreed to be paid by said Club for the purpose hereinbefore stated.

In witness whereof the said Whitney and Cooley and said Granville Library Club by its President and Secretary have hereto set their hands and seals this first day of August A.D. 1900

	Milton B. Whitney	signature
	Ralph B. Cooley	signature
Granville Library Club by	Ria B. Cooley	its President
" " "	Cora A. Noble	its Treasurer and Secretary
		signature

It is hereby agreed by and between the parties to the foregoing agreement, made by said Whitney, Cooley and said Granville Library Club that the following shall be added to the conditions named in said agreement, as an additional condition upon which said lot and the library building to be erected thereon shall be offered to, and if accepted by said town, shall be conveyed by said Whitney and Cooley to said town, to wit:

That said library Trustees shall permit the Granville Library Club if the members of said Club shall first become incorporated under the general laws of this Commonwealth, to have the exclusive use, control and occupation of the amusement room and reception room on the first floor, and of the unfinished room in the basement and also of the kitchen therein of the library building, proposed to be erected on said lot, for the period of six years from the date of said conveyance to said town, for unobjectionable amusement purposes, for social, moral or literary purposes, or for reading rooms, provided such use and occupation shall not be detrimental to the interests of the library and shall be satisfactory to said Trustees for the time being and provided said Club shall be responsible for and pay all expenses incident solely to such use and occupation, and a just and proportionate share of all the costs and charges for heating, lighting and care of said building and of all other charges, incident to the joint use and occupation of said building.

Witness our hands and seals this first day of August A.D. 1900.

Granville Library Club by

Milton B. Whitney
Ralph B Cooley
Ria B. Cooley its President
Cora A. Noble its Treasurer and
Secretary

Transcribed by Rene Ellinger, 2021

From the Mabel Root Henry Historical Museum at the Granville Public Library, Granville, Massachusetts.

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