

An Eighteenth-Century Builder's Contract

EDITORIAL NOTE. The following builder's contract from the Society's manuscript collection was drawn in 1788 for the erection of the home in Haverhill, Massachusetts, of Dr. Nathaniel Saltonstall, a veteran of the Revolution, prominent physician of his day, and descendant of Sir Richard Saltonstall who came to America with Winthrop in the *Arabella*. As originally built according to the specifications in this contract the house stood on the north side of Merrimac Street in Haverhill near the present bridge across the Merrimac River to Bradford and in a line with the Eagle Tavern, one of whose rooms is now preserved in the American Wing of the Metropolitan Museum of Art. According to tradition there were terraces and flights of steps leading up to it with tall trees lining the river bank.

When business and industry moved into this part of town and before 1880 the house was moved by Dr. Saltonstall's grandson, W. G. Howe, to the shores of Lake Saltonstall, known locally then as "Plug Pond." Several roughly contemporary accounts relate that this removal was accomplished by "sawing" the house in two through the center hall and moving the two sections separately to the new site where they were again joined. The house remained standing on the new site until the summer of 1919 when it was demolished. The stairs and some of its paneling were later incorporated in a house in Topsfield.

A description of the house together with exterior and interior photographs which are included in Mary Northend's *Historical Homes of New England* illuminate the document reproduced here and enhance its importance. Most of the exterior features to which the contract re-

fers, including the "Portico" (porch), window "crowns," and "handsome Spouts" below the gutters, can all be seen in the photograph of the façade. It is interesting to note that the term "Luthern Window," found in seventeenth-century building agreements, survives here after it had been replaced more generally by the term "dormer window."

In plan as it survived the Saltonstall House had four rooms and a central hall with doors at the front and back of the hall, and an entrance vestibule in the middle of the right side (although the contract called for "four outer Doors"). The stairs ran in one single flight from the first to second floor, and the chimneys were located between the front and rear rooms with closets on either side. The roof was in two pitches, a fairly steep pitch to just above the attic ceiling and then a flat sloping deck, both with hips at the angles of the house.

This Indenture of Covenants & Agreements made on the 24th Day of July one Thousand, seven hundred & eighty eight between Nathaniel Saltonstall Esqr & Moses Marsh, Joyner, both of Haverhill & Amos Carlton of Bradford witnesseth—Whereas sd. Saltonstall is about to build an House in Haverhill between the Houses of the Widows West & Mulliken—sd. House being 47 Feet in Length & 40 Feet in Width.—We sd. Marsh & Carlton engage to board ourselves & finish the whole of the Joyners Work of sd. House in a proper & workmanlike Manner, as shall be hereafter expressed & according to sd. Saltonstalls Directions—The House is to be boarded; the Boards to be featheredged; shingled & clapboarded, with an handsome Walk on ye

Top of the House with turned Banisters; Gutters around the whole House with handsome Spouts on front & back—Modillions on three Sides & ye back Part to be properly cornished according to Order & proper Mouldings under the Coving—plain corner Boards, cornished Crowns to the Windows—four outer Doors, also Cellar Doores inside & out—two plain Pediments—a Portico over the front Door similar to Mr John Whites—the two front Roomes to be sealed, with pannelled hanging Window Shutters or sliding ones, as sd. Saltonstall pleases—to be cealed as high as ye Windows or pannelled with Mouldings as usual; to be pannelled across the Fire place with proper Mouldings; & if sd. Roomes are not sealed, a Reduction is to be made from this Contract of twenty Shillings for each Room; sd. Roomes to be double cornished & Closets on the Sides of the Chimney with Conveniences therein as desired by sd. Saltonstall The Bed Room to be cealed as the front Roomes, single cornished, pannelled across the Fire Place with Mouldings; sliding pannelled Window Shutters, unless sd. Roomes should be sealed; in that Case hanging ones are to be made; but if sd. Room is sealed, an Allowance of twenty Shillings is to be made to sd. Joiners jointly—Closets at ye Sides of the Chimney with Conveniences as desired—The Kitchen is to be ceal'd, Dressers with Draws under the same & a Cupboard—pannelled Doores to the Dressers and a Closet in some Part of the Kitchen if desired & one over the Fire Place also Window Shutters to all ye Kitchen Windows—The Chambers are to be single cornished, handsome Mouldings around the Fireplaces with Closets on the Sides of the Chimney with Conveniences as desired—sliding pannelled Window Shutters to all the Chamber Windows—The Kitchen Chamber is to have a Partition across

with convenient Doores. The Garrett is to be divided & two lodging Chambers made with a Moulding around the Fire places & Closets around the same—a double Floor in the Garret Chambers & a single one in the Remainder of it—three Luthern Windows are to be in front of sd. House & properly leaded on the external Part—The Chambers & Garrett to be plastered over the Fire places—to make all the Cellar, Chamber & Garrett Stairs to ye Top of the House, Scuttle & d. fix all the Pullies, Locks & Hinges & to fur down every Room & fix every Part of the House for lathing—The Entry brackett Stairs, the lower Entry cealed; also the Sides of the front Stairs; double cornished as the front Roomes; the upper Entry single cornished; the Windows in the Entry to be . . . the sd. Brackett Stairs to be ramptd & . . . probable that some work is not particu . . . to be included in properly finishing . . . belongs to the Joiners Work; sd. . . promise & engage to do the same to fulfill this Contract: & sd. Saltonstall, Marsh & Carlton mutually agree, that if there should be an Omission of the Work as is herein described, that a proportional Allowance shall be made to sd. Saltonstall: & if any extraordinary Work should be added an allowance is to be made to sd. Joiners for such additional Work. The Turning is not included in this Contract, but they are to fix the whole of the Banisters & d. for the Turner—The Window Frames & Sashes are not included in this Contract except those that belong to ye Cellar & over ye Entry & any other Doores where desired—And the sd. Nathaniel Saltonstall Esqr. doth promise, covenant & engage to pay to sd. Marsh & Carlton jointly, the Sum of one hundred & forty Pounds for compleating this Contract; also to furnish sd. Marsh & Carlton with all proper Materials for sd. Work delivered at sd. Building in

seasonable Time: & sd. Joyners engage to compleat the whole of sd. House on or before the first Day of July next ensuing

of the first Column & ye Word "front in the 2nd Column were inserted before signing this Instrument—also in ye first



DR. NATHANIEL SALTONSTALL HOUSE, HAVERHILL, MASSACHUSETTS, 1788-1789, SHOWN ON ITS SECOND SITE NEAR LAKE SALTONSTALL BEFORE DESTRUCTION IN 1919.

Photograph from the Halliday Collection.

And sd. Saltonstall engages to pay to each of sd. Joyners twenty Pounds lawfull Money by November 1st next ensuing, provided their Work amounts to ye Sum—also when the House is finished, to make another Payment to each of them, of twenty five Pounds & in three months after to pay the Remainder of what will be due to them—

The Words "& Amos Carlton of Bradford between the 3d & 4th Line—"Houses of the, between the 5th & 6th Line—"on, between the 13th & 14th Line "hanging, between the 20th & 21st

Column ye Words also Window Shutters to all ye Kitchen Windows, between the 3rd & 4th Line from the Bottom—

N.B. The modillions on ye Back of ye House are pd. for

Test

David Marsh Jnr
Moses Marsh Jnr

[The signatures to this contract have been cut out and removed, leaving a hole in the paper which accounts for the omission of words that were on the reverse side (indicated in the text by ellipses marks)]