

of agreement made and concluded this 11th day of September
 year 1807 between Henry Smith and Sampson Smith Late of the
 County of Greenbrier and State of Virginia of the one part and Thomas
 Lawrence Dora Strench David Shubert Charles Jackson and Isaac
 man Trustees of the town of Pearisburg in the County of Giles and State
 of Virginia of the other part Witnesseth, That the s^d Henry & Sampson Smith
 both stipulated and agreed to build a Court house on the public square
 for the County the walls of s^d Court house to be made of stone and forty
 feet in Length and thirty feet in Breadth & two story high, the first
 story to be four feet high from floor to Sill & the second
 story to be ten feet in height from floor to Sill and Eighteen doors &
 windows to be put in s^d Court house as follows That is two
 doors and seven Eighteen light windows in the first story & nine
 fifteen light windows in the second story and s^d Court house to be
 finished in Every Respect in form & figure quantity and quality and
 in as neat & complete a manner in Every Respect as the Court house in
 Greenbrier County in Proportion to the Size Except a total amendment
 made to the Judges Seat by John Phillips and all the inside painting
 But the outside of the house to be painted agreeable to the painting
 on the outside of Greenbrier Court house for the sum of seven hundred
 & fifty Pounds to be paid in the following manner, to wit: one thousand
 Dollars to be paid in nineteen months from this date allowing a
 deduction of two hundred dollars in part payment of a certain quantity
 of Land and Lots hereafter designated Provided the Court house
 is then raised & covered over, if not raised and covered over at the
 expiration of s^d nineteen months the s^d thousand Dollars with the
 said deduction to be paid as soon after The s^d nineteenth month
 as the said house shall be raised and covered, and Seven hundred
 & fifty dollars to be paid at the expiration of two years and four months
 Provided the s^d Court house be finished agreeable to this article
 if finished at the expiration of s^d two years & four months
 Seven hundred & fifty dollars to be paid as soon after the s^d two
 years & four months as the s^d Court house may or shall
 be finished of fifty dollars part payment of the

mentioned Lots and Land and at the Expiration of three
four months the other Seven hundred & fifty dollars to be paid
-ing a deduction of fifty dollars ^{out} of each of the Last payments
the Court house shall then be finished up not to be paid
one year of in it is finished Which ~~payment~~ ^{deduction} is made in
of the several payments for the payment of the above mention
-ality of Lots & Land which Lots and Land lies as follows
& adjoining the said town of Pearisburg between South Street & its
direction westerly & main Cross Street & its direction westerly
and between the Line of the Lots of Messrs Chapman Peck
Brook & Lamer alarage & Col^o George Pearis line that runs
the town Land from his Extending S. Line in a straight direction
until it intersects South Street and further as it is the intention of the
Trustees & the inhabitants of the town of Pearisburg to bring or
cause to be brought the water from the Spring that is allotted
said town by Col^o George Pearis the said Smiths doth grant
and privilege the same to be brought through any part of
the half of S^o Lots & Land that lies on South Street so that
it will injure no building or improvement not exceeding thirty feet
square in any one place that may be built previous to the com-
-mencement of the bringing said water and the S^o Smiths are
bound to build on S^o Lots as other Purchasers & bringing S^o
water, and the Trustees do bind themselves their heirs &c to make
again & sufficient title to S^o Lands & Lots agreeable to Law
as soon as S^o Court house shall be raised and covered ac-
-cording to this article and the said Henry & Sampson Smith
doth bind themselves their heirs &c to finish & complete the building
in three years & one month from this date & to be set on any part
of the Public Square where the Trustees may direct in witness
where of each of the Parties have hereunto set their hands & seals
this day & date above written (Sept^r 11th 1807) Henry Smith (Seal)
attest
G. Pearis
David Summers
John Parson
Benjamin Peck
John Hark

Sampson Smith (Seal)
Thos Shannon (Seal)
David French (Seal)
David Johnson (Seal)
Isaac Chapman (Seal)

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This day May: Christian Snider, Isaac Chapman, Johnston, David French & John Puck Trustees of the town of Paris-
burg in the County of Giles doth agree with Henry Smith who stands
Bound in the above article and Wm Smith of the County of
as follows (to wit) That they will Exonerate the J^d Henry
Smith from a certain ~~pro~~ proportion of the above mentioned works
agreeable to an article entered into between the J^d Henry Smith
and Wm Smith the 3th day of March 1808. The J^d Wm Smith
doth bind himself his heirs & unto the J^d Trustees and their
Successors in the sum of two Thousand Dollars that he will
perform & work agreeable to the above Recited article
between the J^d Henry Smith & Wm Smith and the Trustees
do bind themselves & their Successors on their part that they
will make payments unto the J^d Wm Smith agreeable to the a-
bove article between the J^d Henry Smith & Wm Smith as above
Recited: so far as it agrees or makes no change in the above
article between the J^d Trustees & Henry & Sampson Smith and
Henry Smith do Relinquish his claim against the Trustees
for the payments ^{that} they are bound to make to the J^d Wm Smith
in witness hereof both Parties have hereunto set their hands
and affixed their Seals this 14th day of April 1808 one
thousand Eight hundred & Eight

In Presence of

G. Pearis

John Puck

H. Smith

Wm Smith

C. Snider

Isaac Chapman

J. Johnston

John Puck

David French

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Seal