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IN THE

United States Court of Claims

No. C-1030

COLLIER MANUFACTURING COMPANY, INC.

VS.

UNITED STATES

PETITION

(Filed September 11, 1923)

The claimant, Collier Manufacturing Company, Inc., respectfully represents:

1. That it is a duly created corporation under the laws of the State of Georgia, engaged in the manu-

facture of knit underwear, chartered under the name of Collier Manufacturing Company, Inc.

2. That on March 7, 1918, and the other dates hereinafter set out, Clift and Goodrich of New York were selling agents of the claimant and were known by the Government officials as the selling agents of the claimant and that contracts made with them were made as agents for the claimant and the contracts No. 1164-A, No. 2848-A and No. 3735-A were entered into by said Clift and Goodrich as agents for the claimant and the Government knew that the contracts were with the claimant and treated them as contracts made directly with the claimant.

3. That on March 7, 1918, a contract No. 1164-A was entered into between the United States and the claimant through its agents Clift and Goodrich for the manufacture of one hundred and twenty thousand undershirts to be completed August 31, 1918, which contract is filed herewith as Exhibit "A," on May 7, 1918, a similar contract No. 2848-A to be completed October 31, 1918, was similarly entered into, which contract is filed herewith as Exhibit "B"; on June 11, 1918, a similar contract No. 3735-A was similarly entered into to be completed November 1, 1918, which contract is filed herewith as Exhibit "C"; each of the three contracts provided that the undershirts were to be manufactured by the claimant.

4. That in the pursuance of said contract the claimant greatly increased its plant and facilities and began the work on the same but was delayed by the Government in completing the contract, the claimant having

at all times pushed the work and was ready and willing to and would have completed the contracts on time but for the acts of the Government and the claimant was never in default on the said contracts or any of them.

5. That in September, 1918, the Government started negotiations for the cancellation of the contracts with the claimant and the claimant and Major F. H. Burgher, the Government officer in charge continued negotiations until they arrived at an agreement for the cancellation of the said three contracts, exhibits "A," "B," and "C" above, and the claimant proceeded to carry out the said agreement on its part with Major Burgher for the cancellation of the said three contracts, exhibits "A," "B," and "C," and was at all times willing and anxious to perform its part.

6. That while the claimant was thus negotiating with Major Burgher and without the claimant's knowledge, Captain S. W. Shaffer and other subordinate officers of the government secretly negotiated with Clift and Goodrich certain alleged cancellations of the said contracts, exhibits "A," "B," and "C," copies of which alleged cancellation contracts No. 2549 dated October 18, 1918, No. 2546 dated October 22, 1918, and No. 2548 dated October 19, 1918, are filed herewith respectively as exhibits "D," "E," and "F," which said alleged cancellations contracts were executed without the knowledge or authority of the claimant by mere agents of the claimant, whom the Government officers knew were agents without authority to cancel and such alleged cancellation was, and is a fraud on the claimant and is not of any force or effect and the only cancellation agreement is the one between Major Burgher and the

claimant.

7. Major Burgher and other Government officers were proceeding to settle with the claimant under the cancellation agreement between the said Major Burgher and the claimant until Major Burgher was informed of the aforesaid fraudulent and void cancellation agreements, exhibits "D," "E," and "F," whereupon Major Burgher and other Government officers then refused to settle with the claimant either under the verbal agreement between the claimant and Major Burgher or under the original agreements, exhibits "A," "B," and "C," whereby on account of such refusal of the Government officer to settle and pay the claimant the accounts due it under its contracts, exhibits "A," "B," and "C" and violations thereof, and its verbal agreement with Major Burgher and violation thereof, the claimant is justly entitled to receive and recover from the United States of America, the sum of \$61,530.02 after allowing all credits and set offs as is shown by a statement of account herewith filed as part of this petition as Exhibit "G." This claim was presented to the Secretary of War and denied.

8. That the claimant is sole owner of the claim set forth in this petition, no assignment or transfer of the same or any part thereof or interest therein has been made. Claimant is justly entitled to receive and recover from the United States of Amreica for and on account of the violation of the said agreements the sum of \$61,530.02 after allowing all credits and set offs. The claimant has at all times borne true allegiance to the Government of the United States and has not in any way aided, abetted or given encouragement to its

enemies. The claimant believes the facts stated in this petition to be true.

Wherefore, claimant prays judgment against the United States of America in the sum of \$61,530.02 and for such other and further relief as this Honorable Court might grant both at law and in equity in the premises.

COLLIER MANUFACTURING COMPANY, INC.

By D. C. COLLIER, *Vice President.*

State of Georgia,

County of Lamar, to wit:

I, D. C. Collier, being first duly sworn, depose and state that I am the Vice President of the Collier Mfg. Company, the claimant, and that I subscribed the above petition; that I have read the same and that the facts therein stated are true to the best of my knowledge, information and belief.

D. C. COLLIER.

Subscribed and sworn to before me this 11th day of July, 1923. Given under my hand and official seal this 11th day of July, 1923.

J. A. CASON,
Notary Public.

RAYMOND M. HUDSON,
Attorney for the Claimant,
Continental Trust Building,
Washington, D. C.

EXHIBIT "A."

Q. M. C. Form No. 108
Revised Form approved Nov. 30, 1914.

CONTRACTOR

CONTRACT FOR SUPPLIES TO BE DELIVERED
IN BULK AT DEPOTS AND TO PURCHASING
QUARTERMASTERS FOR DISTRIBUTION OR
USE IN MANUFACTURES, ETC.

1164-A.

To be used for all purchases of supplies, clothing,
wagons, harness, bacon, etc., which are purchased in
bulk or large quantities to be delivered at depots or to
purchasing quartermasters.

BETWEEN Colonel H. J. Hirsch, Q. M. Corps, U. S.
Army,
AND Clift & Goodrich,
For Furnishing and delivering Undershirts,
To Quartermaster Corps, U. S. Army,

DATE CONTRACT March 7th, 1918,
CONTRACT EXPIRES August 31st, 1918.

Sureties Waived.

Appropriation and amount S. S. & T. Q. M. C., 1918.
Approx. \$63,000.00.

These articles of agreement entered into this 7th day

of March, nineteen hundred and eighteen, between
Colonel H. J. Hirsch, Quartermaster Corps, United
States Army, of the first part, for and in behalf of the
United States of America, and E. I. Goodrich, A. W.
Kline, W. C. Jones, M. E. Corbitt, T. McKenzie trad-
ing as: Clift & Goodrich (a corporation existing under
the laws of the State of _____), of New York,
in the County of New York, and State of New York
(hereinafter designated as contractor) of the second
part: Witness, That the said parties do hereby mu-
tually covenant and agree to and with each other (re-
ferring to any advertisement, circular to bidders, and
specifications hereto attached or referred to herein, or
pertaining hereto, and to sample referred to herein or
in said advertisement, circular to bidders or specifica-
tions, which, so far as they are applicable, form a part
of this contract) as follows:

1. That the said contractor shall furnish and deliver
the following-named supplies in the manner, at the
rate or prices, at the place or places named herein, at
the time or times stated, and for such supplies so de-
livered and accepted, the said contractor shall receive
the price as specified below; and that the supplies so
delivered shall be like and equal in all respects to the
(change accordingly if other samples are to govern)
sample submitted by contractor and now on file in the
office of the Depot Quartermaster at Atlanta, Ga., and
each piece or article, or package thereof, as the case
may be, shall be marked with the contractor's name,
date of the contract, and depot of delivery, as directed
by the receiving officer, if practicable, viz:

The quantity of Undershirts stated, at the price stip-
ulated and other conditions specified in the letter of

award hereto attached, and in the correction of award also attached.

2. That the United States shall have the right at any time to inspect, in the manner deemed necessary, by duly authorized officer or agent, the articles in process of manufacture and to reject any materials or workmanship not conforming to requirements; the action of such inspector to be in an advisory capacity only, the final inspection to be made at the place where delivery is required.

3. That the articles herein contracted for shall be examined and inspected, without unnecessary delay after being delivered, by a person or persons appointed by the United States; and upon such inspection, the articles found to be in all respects as required by this contract shall be received and become the property of the United States. Any and all articles that may, upon such inspection, be condemned or rejected, shall be removed from the premises by the Contractor within ten days after the said contractor or his agent shall have been notified of such rejection; otherwise, at the risk and expense of the contractor.

4. That it is mutually agreed and understood between the said parties that the separate quantities of supplies to be delivered under this contract may be increased or decreased, at the option of the United States at any time or times during the continuance of this contract, not exceeding the percentage thereof indicated in the circular to bidders hereto attached; and if no percentage of increase or decrease are named in the circular to bidders this contract will not be subject

to increase or decrease. In case of change in the quantity required by increase or decrease, notice in writing of such change will be served upon the contractor by the Contracting Officer.

5. That for and in consideration of the faithful performance of the stipulations of this contract, the contractor shall be paid, at the office of the contracting officer, or by a disbursing officer designated by him to make payments, the prices stipulated in this contract for those supplies delivered and accepted; and, except as otherwise provided, payments will be made as soon after the acceptance of such delivery as is practicable and funds on hand for the purpose will admit.

6. That in the performance of this contract the said contractor shall not, directly or indirectly, employ any person undergoing sentence of imprisonment at hard labor which may have been imposed by a court of any State, Territory, or municipality, having criminal jurisdiction, nor permit such employment by any person furnishing labor or material to said contractor for use in fulfillment of this contract.

7. That it is expressly agreed and understood that this contract shall be noneffective until an appropriation adequate to its fulfillment is granted by Congress and is available, except in so far as is necessary to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States. In order, however, to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States, it is agreed that the supplies specified herein, so far as authorized by

said section, shall be delivered at the time and in the manner required under this contract, and that payments for the supplies so delivered and accepted shall be made as soon as it is practicable after funds are available under appropriations therefor by Congress.

8. That in case of the failure of the contractor to perform any part of this contract the party of the first part, or his successor, shall have the right to supply the deficiency by procurement in open market, or otherwise, purchasing any of the supplies so required at such place as he may elect, with a view of obtaining the same promptly and at the same time endeavoring to secure fair and reasonable prices (the articles procured to be the kind herein specified, as near as practicable), at the expense of the contractor; and in case failure should occur prior to the time fixed for performance of all parts of the contract the right is hereby reserved to the United States to elect whether the contractor shall be permitted to continue performance as to such remaining part (deficiency by reason of any further failure to be supplied as above) or whether the entire unperformed part shall be procured at the expense of the contractor. In event, however, of the granting of additional time for performance, the cost of inspection and other expenses and damages to the United States over what would have been incurred had performance been accomplished by the time originally fixed, therefor, if any, except in so far as the same may arise from delays for which the United States is responsible, as determined in each of these particulars by the officer in charge or higher authority, shall be charged to the contractor and may be deducted from any money due or to become due said contractor from

the United States; Provided, That where additional time has been granted the United States shall also have the right to cause the remaining part of the contract, or any portion thereof, to be taken from the contractor whenever, in the opinion of the officer in charge, reasonable and satisfactory progress is not being made, and to secure completion at the expense of the contractor, including charges as above on account of delays.

9. That the contractor shall hold and save the United States, and all officers and agents thereof, harmless from and against all demands of any nature and kind for or on account of the use of any patented article, combination, or process which may affect the material delivered or work done under this contract.

10. That neither this contract nor interest therein shall be transferred to any other party or parties, and in case of such transfer the United States may refuse to carry out this contract either with the transferor or the transferee, but all rights of action for any breach of this contract by said contractor are reserved to the United States.

11. That the following changes or alterations were made in this contract before it was signed by the contracting parties, viz: Article 13 and irrelevant words in Article 1 stricken out.

12. That no Member or Delegate to Congress, or Resident Commissioner, nor any person belonging to or employed in the military service of the United States, is, or shall be, admitted to any share or part of

this contract, or to any benefit which may arise herefrom, but, under the provision of section 116 of the Act of Congress approved March 4, 1909 (35 Stats. L., 1088), this stipulation, so far as it relates to Members of or Delegates to Congress, or Resident Commissioners, shall not extend or be construed to extend, to any contract made with an incorporated company for its general benefit.

In witness whereof, the parties aforesaid have hereunto placed their hands the date first hereinbefore written, and the contracting officer hereby certifies that if the contractor is a corporation that said officer has satisfied himself of the authority of the person signing the contractor's name to bond the contractor and has waived the requirements of Army Regulations as to the filing of written evidence of said authority.

H. J. HIRSCH,
Colonel, Quartermaster Corps, U. S. A.

Witnesses:

S. J. Nelson, as to By H. M. SCHAPUCK,
Captain, Q. M. R. C.
 CLIFT & GOODRICH,
Bernard Whiten, as to By E. J. GOODRICH,
Member of Firm.

(Executed in triplicate)

422.2-145-SE

Purchasing & Contracting Officer, S. & E. Div.

March 7, 1918.
Contract No. 1164-A.

Clift & Goodrich, 330 Broadway, New York, N. Y.
Award of Contract.

1. In accordance with your offer, contract is awarded you for furnishing and delivering to this Corps, F. O. B. Barnesville, Georgia:

Approximately:

120,000 summer cotton ribbed undershirts, as per Specifications No. 1300, Type 6, at \$.525 each.

DELIVERY: 12,000 undershirts during March; 18,000 during each, April and May 24,000 during each June, July and August, 1918.

SIZES: 140-36; 350-38; 360-40; 110-42; 30-44; 10-46 per 1000:

2. Three samples of each of the garments contracted for should be forwarded promptly to Knit Goods Branch, Supply & Equipment Division, 357 Fourth Ave., New York, N. Y., for approval.

3. These garments to be made by Collier Mfg. Co., Barnesville, Ga., and to be inspected and accepted at the Mills.

4. Contract will be dated March 7, 1918, and numbered "1164-A." Payments thereunder will be made by the Depot Quartermaster, Atlanta, Ga., who will have entire charge of the contract.

5. *Bond* for the faithful fulfillment of this contract is hereby *waived*.

6. It is agreed and understood that in the event of

any goods being rejected, the Government shall be permitted to exercise to option of purchasing these goods at a reduction in price to be agreed upon and determined between the Government and the contractor at the time of purchase of the rejected goods before the goods can be disposed of elsewhere.

7. Please acknowledge receipt.

Purchasing & Contracting Branch:

By H. J. HIRSCH,
Colonel, Q. M. Corps,
Chief of Branch.

K-242
Zkr-M.

422.2-145-SE
Purchasing & Contracting Officer, S. & E. Division.
Clift & Goodrich, 330 Broadway, New York, N. Y.
Contract No. 1164-A.

1. Referring to your *Contract No. 1164-A*, dated March 7th, 1918, for furnishing and delivering 120,000 Summer Cotton Ribbed Undershirts to this Corps, you are informed that the original award is hereby *changed* to provide for this Underwear to be shipped on Government B/L to be furnished you by the Depot Quartermaster at Atlanta, Ga., to the Atlanta, Ga., Depot of this Corps; and for the Underwear to be accepted at the Depot instead of at the Mill.

2. All the other terms and conditions of the said award are to remain unchanged.

3. Please acknowledge receipt.

Purchasing & Contracting Branch:

By H. J. HIRSCH,
Colonel, Q. M. Corps,
Chief of Branch.

Zkr/LN.

EXHIBIT "B."

Q. M. C. Form No. 108 CONTRACTOR
Revised form approved Nov. 30, 1914.

CONTRACT FOR SUPPLIES TO BE DELIVERED
IN BULK AT DEPOTS AND TO PURCHASING
QUARTERMASTERS FOR DISTRIBUTION OR
USE IN MANUFACTURES, ETC.

2848-A

To be used for all purchases of supplies, clothing, wagons, harness, bacon, etc., which are purchased in bulk or large quantities to be delivered at depots or to purchasing quartermasters.

Between: Colonel H. J. Hirsch, Q. M. Corps, U. S. Army.

And Clift & Goodrich
For Furnishing and delivering Undershirts
At To Q. M. Corps, U. S. Army
Date Contract May 7th, 1918. Contract Expires Oct. 31st, 1918.

Sureties Waived
Appropriation and amount S. S. & T. Q. M. C., 1919,
Approx. \$67,200.00.

These articles of agreement entered into this 7th day of May, Nineteen hundred and eighteen, between Colonel H. J. Hirsch, Quartermaster Corps, United States Army, of the first part, for and in behalf of the United States of America, and E. I. Goodrich, A. W. Kline, W. C. Jones, M. E. Corbitt and T. McKenzie, trading as Clift & Goodrich (a corporation existing under the laws of the State of _____), of New York, in the County of New York and State of New York (hereinafter designated as contractor) of the second part: Witness: That the said parties do hereby mutually covenant and agree to and with each other (referring to any advertisement, circular to bidders, and specifications hereto attached or referred to herein, or pertaining hereto, and to samples referred to herein or in said advertisement, circular to bidders or specifications, which, so far as they are applicable, form a part of this contract) as follows:

1. That the said contractor shall furnish and deliver the following-named supplies in the manner, at the rates or prices, at the place or places named herein, at the time or times stated, and for such supplies so delivered and accepted, the said contractor shall receive the prices as specified below; and that the supplies so delivered shall be like and equal in all respects to the standard samples (change accordingly if other samples are to govern) on file in the office of the Depot Quartermaster at Atlanta, Ga., and each piece or article or package thereof, as the case may be, shall be marked with the contractor's name, date of contract, and depot delivery, as directed by the receiving officer, if practicable, viz:

The quantity of Undershirts stated, at the price

stipulated and other conditions specified in (a) the copy of letter of award No. 2848-A, dated May 7th, 1918, hereto attached.

2. That the United States shall have the right at any time to inspect, in the manner deemed necessary, by duly authorized officer or agent, the articles in process of manufacture and to reject any materials or workmanship not conforming to requirements; the action of such inspector to be in an advisory capacity only, the final inspection to be made at the place where delivery is required.

3. That the articles herein contracted for shall be examined and inspected, without unnecessary delay after being delivered, by a person or persons appointed by the United States; and upon such inspection, the articles found to be in all respects as required by this contract shall be received and become the property of the United States. Any and all articles that may, upon such inspection, be condemned or rejected, shall be removed from the premises by the contractor within 10 days after the said contractor or his agent shall have been notified of such rejection; otherwise, at the risk and expense of the contractor.

4. That it is mutually agreed and understood between the said parties that the separate quantities of supplies to be delivered under this contract may be increased or decreased, at the opinion of the United States, at any time or times during the continuance of the contract, not exceeding the percentages thereof indicated in the circular to bidders this contract will not be subject to increase or decrease. In case of change

in the quantity required by increase or decrease, notice in writing of such change will be served upon the contractor by the contracting officer.

5. That for and in consideration of the faithful performance of the stipulations of this contract, the contractor shall be paid, at the office of the contracting officer, or by a disbursing officer designated by him to make payments, the prices stipulated in this contract for those supplies delivered and accepted; and, except as otherwise provided, payments will be made as soon after the acceptance of each delivery as it is practicable and funds on hand for the purpose will admit.

6. That in the performance of this contract, the said contractor shall not, directly or indirectly, employ any person undergoing sentence of imprisonment at hard labor which may have been imposed by a court of any State, Territory or municipality, having criminal jurisdiction, nor permit such employment by any persons furnishing labor or materials to said contractor for the use in fulfillment of this contract.

7. That it is expressly agreed and understood that this contract shall be non-effective until appropriation adequate to its fulfillment is granted by Congress and is available, except in so far as necessary to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States, it is agreed that the supplies specified herein, so far as authorized by said section, shall be delivered at the times and in the manner required under this contract, and that payments for the supplies so delivered and accepted shall be made as soon as it is practicable

after funds are available under appropriations therefor by Congress.

8. That in case of the failure of the contractor to perform any part of this contract, the party of the first part, or his successor, shall have the right to supply the deficiency by procurement in open market, or otherwise, purchasing any supplies required at such place as he may elect, with a view of obtaining the same promptly and at the same time endeavoring to secure fair and reasonable prices (the articles procured to be the kind herein specified, as near as practicable), at the expense of the contractor; and in case failure should occur prior to the time fixed for performance of all parts of the contract the right is hereby reserved to the United States to elect whether the contractor shall be permitted to continue performance as to such remaining part (deficiency by reason of any further failure to be supplied as above) or whether the entire unperformed part shall be procured at the expense of the contractor. In event, however, of the granting of additional time for performance, the cost of inspection and other expenses and damages to the United States over what would have been incurred had the performance been accomplished by the time originally fixed therefor, if any, except in so far as the same may arise from delays for which the United States is responsible, as determined in each of these particulars by the officer in charge or higher authority, shall be charged to the contractor and may be deducted from any money due or to become due said contractor from the United States: PROVIDED, That where additional time has been granted the United States shall have also the right to cause the remaining part of the contract, or

any portion thereof, to be taken from the contractor whenever, in the opinion of the officer in charge, responsible and satisfactory progress is not being made, and to secure completion at the expense of the contractor, including charges as above on account of delays.

9. That the contractor shall hold and save the United States, and all officers and agents thereof, harmless from and against all demands of any nature or kind for on account of the use of any patented article, combination or process which may affect the material or work done under this contract.

10. That neither this contract nor any interests therein shall be transferred to any other party or parties, and in case of such transfer the United States may refuse to carry out this contract either with the transferor or the transferee, but all rights of action for any breach of this contract by said contractor are reserved to the United States.

11. That the following changes or alterations were made in this contract before it was signed by the contracting parties, viz:

Article 13 was stricken out x x x x x x x x words twelfth (12th) to twenty-sixth (26th) and seventieth (70th) to eighty-fourth (84th), inclusive, in article 12 stricken out x x x x x x x x x

12. That no Member or Delegate to Congress, or Resident Commissioner, is, or shall be, admitted to share any part of this contract, or to any benefit which may arise herefrom, but, under the provisions of sec-

tion 116 of the Act of Congress approved March 4, 1909 (35 Stats. L., 1088), this stipulation, shall not extend, or be construed to extend, to any contract made with an incorporated company for its general benefit.

In witness whereof, the parties aforesaid have hereunto placed their hands the date first hereinbefore written, and the contracting officer hereby certifies that if the contractor is a corporation that said officer has satisfied himself of the authority of the person signing the contractor's name to bind the contractor and has waived the requirements of the Army Regulations as to filing of written evidence of said authority.

H. J. HIRSCH,

Colonel, Quartermaster Corps, U. S. A.

Witnesses:

M. P. Fluhr, as to

By S. W. SHAFFER,

Captain, Q. M. R. C.

CLIFT & GOODRICH,

O. L. Richard, as to

By E. I. GOODRICH.

(Executed in triplicate)

May 7, 1918.

422.2-145-SE-P.

"Contract No. 2848-A."

Purchasing officer, S. & E. Div.

Clift & Goodrich, 330 Broadway, New York, N. Y.

Award of contract.

Contract is awarded you as follows:

1. *QUANTITY AND DESCRIPTION OF ARTICLE:* Approximately one hundred Twenty Thousand (120,000) undershirts, cotton ribbed, as per specifications No. 1300 type No. 6, a copy of which specifica-

tions will be annexed to the written contract and is by reference made a part thereof.

2. *SIZES* per 1,000 undershirts:
36-140; 40-360; 42-110; 44-30; 46-10;

3. *PRICE* Fifty Six Cents each (\$.56).

4. *Delivery* F. O. B cars Barnesville, Ga.; approximately Sixty Thousand (60,000) Shirts during September, and the remaining Sixty Thousand (60,000) Shirts during October, 1918, all monthly deliveries to be made in equal weekly quantities.

5. *INSPECTION*. The undershirts are to be made by the Collier Mfg. Co., Barnesville, Ga., and are to be inspected and accepted at the mills; the goods are to be baled in a manner satisfactory to the contracting officer.

6. *SAMPLES*. Three samples of the undershirts contracted for should be forwarded promptly for approval to the Knit Goods Branch, 357 Fourth Ave., New York, N. Y.

7. *REJECTED GOODS*. This award is made with the express understanding and provision that the Government may purchase any goods which may be rejected under this award and contract at a reduction in price to be agreed upon and fixed by the Government and the Contractor, and in the event that the Government and the Contractor fail to agree upon a price for such rejected goods, then the price shall be fixed by the Price Fixing Committee of the War Industrial

Board. In the event that any rejected goods are so purchased, such goods shall then apply toward the full amount of goods to be supplied under this award and contract and in that respect alone. This award is made with the further understanding and provisions that the Government shall be offered all goods rejected hereunder before such rejected goods can be disposed of elsewhere.

8. *Waiver of Bond*. Bond for the faithful fulfillment of this contract is hereby waived.

9. *ACCEPTANCE OF AWARD*. Please acknowledge receipt and advise this office in writing of your approval and acceptance of this award, at once. Upon receipt of your written acceptance, contract upon the customary Government form, dated May 7th, 1918, numbered "2848-A" and including the provisions of this award, will be forwarded to you for execution. Payments under the contract will be made by the Depot Quartermaster, Atlanta, Ga., who will have entire charge of this contract.

Colonel H. J. HIRSCH, *Q. M. Corps,*
Purchasing Officer.

By S. W. SHAFFER, *Captain, Q. M. R. C.*

OFFICIAL COPY TO DEPOT QUARTERMASTER, ATLANTA, GA., for his information and with request that he take entire charge of the contract; as soon as formal contract papers have been executed, copy of contract will be furnished him.

By Authority of Acting Quartermaster General.

Captain, Q. M. R. C.

In addition to the ordinary precautions heretofore adopted by the contractor for the guarding and protection of its/his/their plant and work, the contractor shall provide such additional watchmen and devices for protection of its/his/their plant and property and the work in process for the War Department against espionage, acts of war and of enemy aliens as may be required by the Secretary of War. The contractor, shall, when required, report to the Secretary of War the citizenship, country of birth or alien status if any or all of its/his/their employees. When required by the Secretary of War, it (he) they shall refuse to employ, or if already employed, forthwith discharge from employment and exclude from its/his/their works any person or persons designated by the Secretary of War for cause as undesirable for employment on work for the War Department.

EXHIBIT "C."

Q. M. C. Form No. 108. **CONTRACTOR**
Revised form approved Nov. 30, 1914.

**CONTRACT FOR SUPPLIES TO BE DELIVERED
IN BULK AT DEPOTS AND TO PURCHASE
QUARTERMASTERS FOR DISTRIBUTION OR
USE IN MANUFACTURES, ETC.**

CB No. 3735-A

To be used for all purchases of supplies, clothing, wagons, harness, bacon, etc., which are purchased in bulk or large quantities to be delivered at depots or to purchasing quartermasters.

Between Colonel H. J. Hirsch, Q. M. Corps, U. S.
 Army
And Clift & Goodrich
For Furnishing and delivering undershirts.
To Quartermaster Corps, U. S. Army.
Date Contract June 11, 1918. Contract expires
Sureties Waived
Appropriation and Amount SS & T. Q. M. C. 1919
 Approx. \$69,000.00

These articles of agreement entered into this 11th day of June, Nineteen hundred and eighteen, between Colonel H. J. Hirsch, Quartermaster Corps, United States Army, of the first part, for and in behalf of the United States of America, and E. I. Goodrich, A. W. Kline, W. C. Jones, M. E. Corbett and T. McKenzie, trading as Clift & Goodrich (a corporation existing under the laws of the State of New York), of New York, in the County of New York, and State of New York (hereinafter designated as contractor) of the second part: WITNESS, That the said parties do hereby mutually covenant and agree to and with each other (referring to any advertisement, circular to bidders, and specifications hereto attached or referred to herein, or pertaining hereto, and to samples referred to herein or in said advertisement, circular to bidders or specifications, which, so far as they are applicable, form a part of this contract) as follows:

1. That the said contractor shall furnish and deliver the following-named supplies in the manner, at the rates or prices, at the place or places named herein, at the time or times stated, and for such supplies so delivered and accepted, the said contractor shall receive

the prices as specified below; and that the supplies so delivered shall be like and equal in all respects to the standard samples (change accordingly if other samples are not to govern) on file in the office of the Depot Quartermaster at Atlanta, Ga., and each piece or article, or package, thereof, as the case may be, shall be marked with the contractor's name, date of the contract, and depot of delivery, as directed by the receiving officer, if practicable, viz:

The quantity of Undershirts stated at the price stipulated and other conditions specified in (a) the copy of letter of award No. 3735-A, dated June 11, 1918, hereto attached.

2. That the United States shall have the right at any time to inspect, in the manner deemed necessary, by duly authorized officer or agent, the articles in process of manufacture and to reject any materials or workmanship not conforming to requirements; the action of such inspector to be in an advisory capacity only, the final inspection to be made at the place where delivery is required.

3. That the articles herein contracted for shall be examined and inspected, without unnecessary delay after being delivered, by a person or persons appointed by the United States; and upon such inspection, the articles found to be in all respects as required by this contract shall be received and become the property of the United States. Any and all articles that may, upon such inspection, be condemned or rejected, shall be removed from the premises by the contractor within 10 days after the said contractor or his agent shall have

been notified of such rejection; otherwise, at the risk and expense of the contractor.

4. That it is mutually agreed and understood between the said parties that the separate quantities of supplies to be delivered under this contract may be increased or decreased, at the opinion of the United States, at any time or times during the continuance of the contract, not exceeding the percentage thereof indicated in the circular to bidders hereto attached; and if no percentage of increase or decrease are named in the circular to bidders this contract will not be subject to increase or decrease. In case of change in the quantity required by increase or decrease, notice in writing of such change will be served upon the contractor by the contracting officer.

5. That for and in consideration of the faithful performance of the stipulations of this contract, the contractor shall be paid, at the office of the contracting officer, or by a disbursing officer designated by him to make payments, the price stipulated in this contract for those supplies delivered and accepted; and, except as otherwise provided, payments will be made as soon after the acceptance of each delivery as is practicable and funds on hand for the purpose will admit.

6. That in the performance of this contract the said contractor shall not, directly or indirectly, employ any person undergoing sentence of imprisonment at hard labor which may have been imposed by a court of any State, Territory, or municipality, having criminal jurisdiction, nor permit such employment by any person furnishing labor or materials to said contractor for use

in fulfillment of this contract.

7. That it is expressly agreed and understood that this contract shall be non-effective until an appropriation adequate to its fulfillment is granted by Congress and is available, except in so far as is necessary to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States. In order, however, to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States, it is agreed that the supplies specified herein, so far as authorized by said action, shall be delivered at the times and in the manner required under this contract, and that payments for the supplies so delivered and accepted shall be made as soon as it is practicable after funds are available under appropriations therefor by Congress.

8. That in the case of the failure of the contractor to perform any part of this contract the party of the first part, or his successor, shall have the right to supply the deficiency by procurement in open market, or otherwise, purchasing any of the supplies so required at such place as he may elect, with a view of obtaining the same promptly and at the same time endeavoring to secure fair and reasonable prices (the articles procured to be the kind herein specified, as near as practicable), at the expense of the contractor; and in case failure should occur prior to the time fixed for performance of all parts of the contract the right is hereby reserved to the United States to elect whether the contractor shall be permitted to continue performance as to such remaining part (deficiency by reason of

any further failure to be supplied as above) or whether the entire unperformed part shall be procured at the expense of the contractor. In event, however, of the granting of additional time for performance, the cost of inspection and other expenses and damages to the United States over what would have been incurred had performance been accomplished by the time originally fixed therefor, if any, except in so far as the same may arise from delays for which the United States is responsible, as determined in each of these particulars by the officer in charge or higher authority, shall be charged to the contractor and may be deducted from any money due or to become due said contractor from the United States: Provided, That where additional time has been granted the United States shall also have the right to cause the remaining part of the contract, or any portion thereof, to be taken from the contractor whenever, in the opinion of the officer in charge, reasonable and satisfactory progress is not being made, and to secure completion at the expense of the contractor, including charges as above on account of delays.

9. That the contractor shall hold and save the United States, and all officers and agents thereof, harmless from and against all demands of any nature or kind for or on account of the use of any patented article, combination, or process which may affect the material delivered or work done under this contract.

10. That neither this contract nor any interest therein shall be transferred to any other party or parties, and in case of such transfer, the United States may refuse to carry out this contract either with the trans-

for protection of its/his/their plant and property and the work in process for the War Department against espionage, acts of war and of enemy aliens as may be required by the Secretary of War. The contractor, shall, when required, report to the Secretary of War citizenship, country of birth or alien status of any and all of its/his/their employees; when required by the Secretary of War, it/he/they shall refuse to employ, or if already employed, forthwith discharge from employment and exclude from its/his/their works any person or persons designated by the Secretary of War for cause as undesirable for employment on work for the War Department.

EXHIBIT "D."

SUPPLEMENTAL AGREEMENT NO. 2549, AF-
 FECTING CONTRACT NO. ~~1153-A~~ 1163A

SUPPLEMENTAL AGREEMENT entered into this 18th day of October, 1918, between S. W. Shaffer, Major, Quartermaster Corps, United States Army (herein called "contracting officer"), party of the first part, for and on behalf of the United States of America, and E. I. Goodrich, A. W. Kline, W. C. Jones, M. E. Corbett and T. McKenzie, trading as CLIFT & GOODRICH, located in the City, County and State of New York (herein called "contractor"), party of the second part:

WHEREAS, a certain contract was entered into between the parties hereto, No. 1164-A, dated March 7, 1918 (herein called "original contract"), for the furnishing and delivering of approximately 120,000 sum-

mer cotton ribbed undershirts, as per specifications No. 1300 type 6 at \$.525 each; total value of contract being approximately \$63,000; and

WHEREAS, the contractor has delivered approximately 106,332 undershirts of the approximately 120,000 called for in the original contract, and it is to the best interests of the United States Government to modify the original contract to the extent of reducing the number of undershirts to be furnished and delivered thereunder from approximately 120,000 to approximately 106,332 undershirts, thereby effecting a cancellation as to approximately 13,668 undershirts; and the contracting officer having recommended that such modification be made:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby agreed between the parties hereto as follows:

I. That the original contract be, and the same hereby is modified to the extent of reducing the number of undershirts to be furnished and delivered thereunder from approximately 120,000 to approximately 106,332 undershirts, thereby effecting a cancellation and termination of the original contract as to approximately 13,668 undershirts; the value of the garments so cancelled being approximately \$7,175.70.

II. That all other terms and covenants of the original contract shall remain in full force and effect and apply to this agreement as though herein written in full.

III. That any and all debts, liabilities, claims or causes of action, if any, existing between the parties hereto, one against the other, by reason of, or arising out of the aforementioned modification of the original contract, are hereby released and discharged.

IN WITNESS WHEREOF, the parties aforesaid have executed and delivered this agreement in triplicate as of the date first hereinbefore written.

Witness:

(Signed) S. W. SHAFFER,
 Louis Schechter, as to S. W. SHAFFER,
Major, Quartermaster Corps.
 T. R. Goldberger, as to CLIFF & GOODRICH,
 By E. I. Goodrich.

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT NO. 2546, AFFECTING CONTRACT ~~2548-A~~ 2848A

SUPPLEMENTAL AGREEMENT entered into this 22 day of October, 1918, between S. W. SHAFFER, Major Quartermaster Corps, United States Army (herein called "contracting officer"), party of the first part for and on behalf of the United States of America, and E. I. GOODRICH, A. W. KLINE, W. C. JONES, N. E. CORBETT, and T. McKENZIE, trading as CLIFF & GOODRICH, of the City, County and State of New York (herein called "contractor"), party of the second part:

WHEREAS, certain contract was entered into between the parties hereto No. 2848-A, dated May 7, 1918

(herein called "original contract for the furnishing and delivering of approximately 120,000 cotton ribbed undershirts as per specifications No. 1300 type No. 6 at \$.56 each; the total value of this contract being approximately \$67,200, and

WHEREAS, the contractor has delivered approximately 10,480 undershirts of the approximately 120,000 undershirts called for in the original contract, and it is to the best interests of the United States Government to modify the original contract to the extent of reducing the number of undershirts to be manufactured and delivered thereunder from approximately 120,000 to approximately 10,480 undershirts, thereby effecting a termination and cancellation of the original contract as to approximately 109,530 undershirts; and the contracting officer having recommended that such modification be made:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained it is hereby agreed between the parties hereto as follows:

I. That the original contract be, and the same hereby is modified to the extent of reducing the number of undershirts to be manufactured and delivered under from approximately 120,000 to approximately 10,480 undershirts, thereby effecting a termination and cancellation of the original contract as to approximately 109,520 undershirts, the approximate value of the undershirts so cancelled being \$61,331.20.

II. That all other terms and covenants of the orig-

inal contract shall remain in full force and effect and apply to this contract as though herein written in full.

111. That any and all debts, liabilities, claims or causes of action, if any, existing between the parties hereto; one against the other, by reason of or arising out of the aforementioned modification of the original contract, are hereby released and discharged.

IN WITNESS WHEREOF, the parties aforesaid have executed and delivered this agreement in triplicate as of the date first herein before written.

Witness:

(Signed) S. W. SHAFFER,
Louis Schuther, as to S. W. SHAFFER,
Major, Quartermaster Corps.
T. R. Goldberger, as to CLIFF & GOODRICH,
By E. I. Goodrich,
Member of Firm.

A true copy

JAMES W. BALLARD,
Government Attorney.

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 2548, AFFECTING CONTRACT NO. 3735-A

SUPPLEMENTAL AGREEMENT entered into this 19th day of October, 1918, between S. W. SHAFFER, Major, Quartermaster Corps, United States Army (herein called "contracting officer"), party of the first part, for and on behalf of the United States of America, and E. I. GOODRICH, A. W. KLINE, W. C.

JONES, M. E. CORBETT and T. McKENZIE, trading as CLIFF & GOODRICH, of the City, County and State of New York (herein called "contractor"), party of the second part.

WHEREAS, certain contract was entered into between the parties hereto, No. 3735-A (dated June 11, 1918 (herein called "original contract")) for the furnishing and delivering of approximately 120,000 cotton ribbed undershirts, summer, as per specifications No. 1300, type No. 6, at \$.58 each, total value of contract being approximately \$69,600; and

WHEREAS, it is to the best interests of the United States Government to cancel said original contract, and the contracting officer having therefore recommended that such cancellation be made;

NOW, THEREFORE, in consideration of the promises, it is agreed between the parties as follows:

I. That said original contract be and the same hereby is cancelled and terminated, and any and all debts, liabilities, claims or causes of action, if any, existing between the parties hereto, one against the other, by reason of or arising out of the original contract or this instrument of cancellation, are hereby released and discharged.

IN WITNESS WHEREOF, the parties aforesaid have executed and delivered this agreement in triplicates of the date first hereinbefore written.

Witness:

(Signed) S. W. SHAFFER,
Louis Schuther, as to S. W. SHAFFER,

