

heirs, executors, administrators and assigns, covenant, promise and agree to and with Her Majesty, the Queen, Her heirs and successors, in the manner following, that is to say :—

1. In this contract the word “work” or “works” shall, unless the context require a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed by the Contractor under this contract. The word “Architect” shall mean the Chief Architect for the time being having control over the work, and shall extend to and include any of his assistants acting under his instructions, and all instructions or directions or certificates given, or decisions made by any one acting for the Chief Architect, shall be subject to his approval, and may be cancelled, altered, modified and changed, as to him may seem fit.

2. That the contractor shall furnish and provide all such machinery, apparatus, tools, plant, materials, effects and things requisite and necessary as are mentioned or intended so to be in the annexed specification, marked A, and shall well, truly and faithfully build, erect, construct, perform, complete, fit up and finish in the best and most workmanlike manner in every respect, and of the best materials of their several kinds, and to the satisfaction of the Minister, and in accordance with the true intent and meaning of the said annexed specification, and agreeably to the plans remaining deposited of record in the Department of Public Works of Canada, (which plans and specification are to be construed and read as part hereof, and as embodied herein and forming part of this contract), that is to say :

All the works mentioned and contemplated in the said specification or shown on the said plans which are requisite and necessary in, about and for the purpose of supplying all the materials required and doing all that work necessary for placing in position in the manner specified, the iron roofs, &c., on the new Departmental Buildings on Wellington street, in the city of Ottawa, in the County of Carleton, Province of Ontario.

3. That all such materials of the said work are to be unexceptionable in quality, and any rejected by the Architect, or the officer in charge shall not be used in the works, and if not removed by the contractor when directed by the Architect or officer in charge, as aforesaid, then the same shall be removed by the Architect or officer in charge, as aforesaid, to such place as he may deem proper, at the cost and charge and risk of the contractor ; but any inspections, and any approval of materials shall not in anywise subject, or make liable, Her Majesty to pay the contractor for the said materials so approved, or any portion thereof, or prevent the rejection afterwards of any portion thereof, which may prove or turn out at any time before the final completion of this contract, to be unsound or unfit or improper, to be or to have been used in the work, nor shall such inspection be considered as a waiver of objection to the work, or any part thereof, on the account of unsoundness or imperfection of the material used.

4. The contractor shall and will perform and execute the said work under the superintendence of the Architect or officer in charge, and to the satisfaction of the Minister, as set forth in the said specification, and the contractor shall commence and proceed with the same in such order and with such rate of progress, from time to time, as the Minister or the Architect or officer in charge may direct. The contractor must have all the work herein specified ready to be placed in position on the building on or before the 1st November,