

ARTICLES OF AGREEMENT

Made and entered into this tenth day of October, in the year of our Lord one thousand eight hundred and fifty seven, between Joseph Tomlinson, of the County of Victoria, of the first part, and Her Majesty Queen Victoria, of the second part.

The said Joseph Tomlinson, hereinafter styled the Contractor, for the consideration hereinafter mentioned, hereby covenants and agrees with Her said Majesty the Queen, to complete the Bridges and Approaches over the Saint John and Little Rivers, at the Grand Falls in the County of Victoria, with the Roads from the Broadway to the Saint John Bridge, from the Saint John River to the Little River, and from the Little River to the Canada Road, according to the Specification hereto annexed, (which is hereby declared to be part of this Contract,) and according to the Plans thereof now on file in the Office of the Board of Works, signed by the Chief Commissioner of the Board of Works and by the said Contractor respectively; and that he, the said Contractor, will, under the inspection, instruction and direction of the said Board of Works or Officer in charge, to be appointed by the said Board of Works to superintend the same, complete the above mentioned works to the satisfaction of the said Board of Works, and in a substantial and workmanlike manner, on or before the 1st day of December (1858) eighteen hundred and fifty eight.

And it is further agreed that all materials for the work shall, before being used, be subject to the inspection and approval of the said Board of Works, or the Officer in charge, and if disapproved of they shall be removed by the Contractor; and if in the opinion of the said Board of Works, or the Officer in charge, there shall from any cause be reasonable ground to apprehend that the work will not be completed in the manner and within the time specified, the said Officer shall notify the Contractor in writing thereof; and if the Contractor shall not thereupon, without delay, increase or alter the force employed, or the materials to be used, or the mode of workmanship, to the satisfaction of the said Board or Officer in charge, the Board of Works shall have power immediately to stop the whole or any part of the work, and to determine this Contract, and to enter into new Contracts for the completion of the work; or to employ, at the expense of the Contractor, such additional force or different materials, as may be necessary to complete the work; and all moneys expended for such purpose by the Board of Works shall be considered as so much paid for or on behalf of the Contractor, and in part performance of this Contract, and any loss sustained in consequence of the Board of Works entering into any new Contract for the reasons aforesaid, shall be chargeable to the said Contractor; who hereby agrees that he will not in any manner, directly or indirectly, prevent, obstruct, or interfere with any workmen or persons engaged under such new Contract from working upon the said work.

And it is further agreed that if, during the construction of the said works, it shall be deemed necessary or expedient by the Board of Works to change the Plans or Specifications of any part or portion of the work, the Contractor shall forthwith make such alterations, the increased or diminished expense of which is to be determined by the said Chief Commissioner, as in his judgment may appear right and equitable.

And it is further agreed that the Contractor shall be responsible for the stability of the work to be done by him under this Contract, and for all losses or injury sustained, until the same shall be finally taken off his hands by the said Board, or Officer in charge.

And it is further agreed that in consideration of the due performance of this Contract, by the said Contractor, Her Majesty the Queen will pay to the said Contractor, his heirs, executors, administrators or assigns, the sum of five thousand pounds (£5,000) currency, in manner following, that is to say, from time to time as the work progresses, and at the rate of eighty per cent. of the value of the quantity done, to be estimated by the Chief Commissioner or Officer in charge of the work.

In witness whereof, the said Contractor has hereunto set his hand and Seal, and the said Chief Commissioner of the Board of Works, on behalf of Her Majesty the Queen, has also hereto subscribed his name, the day and year above written.

JOSEPH TOMLINSON.

W. H. STEEVES, *Chief Com'r.*

Signed, Sealed and
delivered in presence of } ASA COY.