

and in favour of the said parties of the second part, to transport, carry, and remove the whole of the books, paper, documents, and furniture of and belonging to or in any way appertaining to the Public Offices at Quebec, or of or belonging to or in any way appertaining to the Legislative Council or House of Assembly, or of or belonging to the Governor General or appertaining to the Government House at Quebec, from the City of Quebec in Lower Canada to the City of Toronto in Upper Canada, and to do and perform all the work in any way connected with the removal of the same or with the setting up or replacing the same in the different Public Departments and Offices in Toronto aforesaid, and to find all necessary materials and all transport cartage or carriage, or wharfage, in any way connected with or required for the same, to the full satisfaction and approval of the said parties of the second part, at such times or periods and in such amounts and proportions, at a time, as the said parties of the second part may determine and direct between the day and date hereof and the fifteenth day of October next, and immediately after and without delay to put and place the same in order in such buildings, offices, and departments as may be required, and in as good order and condition in every respect, and without any loss, deterioration, or deduction, and in full and good repair as they are at present, or when they may be taken in charge by the said parties of the first part, according to the direction of the said parties of the second part, or any one appointed by them and to their entire satisfaction.

In consideration whereof the said parties of the second part do hereby promise and agree to pay the said parties of the first part their executors, administrators, or legal representatives the sum of five thousand five hundred pounds currency, at such times and according to such rate or proportion, as the parties of the second part shall see fit, having regard to the quantity of work done hereunder, and all within one month after the said work may be completed in the whole.

Subject however to the penalty of one hundred pounds per day for every day after the said fifteenth day of October, that the said work or anything contained therein, may remain incomplete or unfinished, and which amount the said parties hereto of the first part hereby agree to pay to the said parties of the second part, or to allow them to deduct from any moneys that may become payable under this agreement.

And the said parties hereto hereby covenant and agree that if the said parties of the first part fall behind, or cause or allow any delay or failure, with respect to anything contained in this contract, or if the said parties of the second part, ascertain and determine, that the said parties of the first part cannot complete and finish this contract, according to the time or times above referred to, the parties of the second part may put an end to and determine the same at any such time or way, engage any other parties to assist or furnish the same at the expense and cost of the said parties of the first part.

And it is also agreed that a sum at the rate of thirty-three and one-third per cent. shall be allowed to the said parties of the second part, and deducted from