

Contract:

Melbourne Tramway & Omnibus Co.

For Additions to Car Shed at

Brunswick 1910



Articles of Contract

made the ^{11.11.12.} ~~fifteenth~~ ^{fourteenth} day of *May*

one thousand nine hundred and *ten*
BETWEEN *Wilson & Sly of Oldswinwick*

Builder, and hereinafter named and described and called the Contractor, of the one part, and
The Melbourne Tramways & Omnibus Company Limited

hereinafter named and described and called the Employer of the other part. WITNESS that the Contractor and
said Employer hereby mutually covenant as follows, that is to say:—

1. The Contractor shall supply all materials for and shall erect *additions to car shed*
at Oldswinwick on the land of *the Employer*
in accordance with certain plans and
specifications furnished by ^{INSKIP} ~~USSLER~~ & KEMP, M.R.V.I.A., PRELL'S BUILDINGS, MELBOURNE,
Architects (hereinafter mentioned and described as "the Architect") the whole of the said works to be
executed in the most substantial and workmanlike manner, with materials of the best quality of their several
kinds, and to the entire satisfaction of the Architect, for the sum of *three hundred & twenty*
seven pounds sterling —

2. The Architect shall have power from time to time to make any alterations, deviations, additions,
or deductions in, to, or from the said works, provided that nothing shall be deemed to be an alteration,
deviation, addition, or deduction, or be charged for as such, for which an order in writing shall not have been
given by the Architect; and all work done and materials supplied and brought on the said ground by the
Contractor during the continuance of this contract shall be deemed to be included in the said contract and
the said sum of *£397* —
unless ordered in writing by the Architect as extra materials or work as aforesaid.

3. In case of any additions, deductions, deviations, or alterations being ordered by the Architect as
aforesaid and performed or made by the Contractor, such additions, deductions, deviations, or alterations shall
not invalidate this contract, but the same shall be measured and valued by the Architect, and his decision
shall be absolutely final and binding on both parties hereto. PROVIDED that no sum or sums of
money shall be considered to be due and owing by the said Employer to the Contractor, for or on account of
any such additions, deductions, deviations, or alterations, nor shall the Contractor make any claim against or
demand upon the said Employer in respect thereof, unless the Architect shall make his said measurement and
valuation in writing, and shall certify in writing the amount due to the Contractor in respect of such
additions, deductions, deviations, or alterations, and that the Contractor is entitled to the said amount, nor
unless such measurement, valuation, and certificate shall have been presented to the said Employer.

4. All payments except the final payment will be made to the Contractor at periods to be determined
by the Architect and in a manner following, that is to say, seventy-five per cent. upon the value of the work
completed in proportion to the contract price, and in sums of not less than *one hundred pounds*
When the whole of the works shall have been completed the Contractor shall be entitled to receive ^{the} ~~up to~~
~~balance less twenty pounds sterling~~ *the* ~~up to~~
~~ninety nine per cent. upon the value thereof.~~ The final payment will not be made until six months after
the whole of the works shall have been completed. Provided that no sum of money, whether it be an inter-
mediate or the final payment, shall be considered to be due or owing to the Contractor on account of the said
works, nor shall the Contractor make any claim or demand against the said Employer in respect thereof,
unless the Architect shall certify in writing the amount payable, and that the Contractor is reasonably entitled
thereto, and that the work and materials in respect of which the certificate is given are satisfactory to the
Architect, and that the works have been insured by the Contractor in compliance with the 11th clause.
Provided also that no sum of money so certified for shall be payable until the expiration of three days after
the Architect's certificate for the said sum shall have been presented to the said Employer.

5. The works included in the contract shall be completely finished on or before the *fourteenth*
day of *June* A.D. one thousand nine hundred and *ten* and
the Contractor shall pay the sum of *two* pounds as and for liquidated damages and not as a

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