

Articles of Contract

made the ^{11th} ~~fourteenth~~ ^{fifteenth} day of *May*

one thousand nine hundred and *ten*

BETWEEN *Wilson & Sly of Elsternwick*

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 Elsternwick* on the land of *the Employer* in accordance with certain plans and specifications furnished by ^{INSKIP} ~~ESSHER~~ & 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 & ninety 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* ~~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 intermediate 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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penalty for each and every day during which the works may remain unfinished beyond the said 14th day of *June* A.D. 1910 provided that should the Architect order any additional work to be done or if any bad weather should occur that shall necessarily delay the completion of the works, the Contractor shall be allowed such additional time beyond the said 14th day of *June* A.D. 1910 as the Architect shall, by his certificate, in writing, declare to be reasonable; and the decision of the Architect so certified as aforesaid shall be final and binding on both parties. All sums payable by the Contractor under this clause for non-completion of the works within the time aforesaid may be recovered by the said Employer from the Contractor or may be set off against any claim of the Contractor, or may be deducted out of any moneys due or that may become due to him on account of the works.

6. Should any material or workmanship of an inferior or different character to that described or marked in the specification or plan be discovered by the Architect at any time before the final payment to the Contractor in any part of the building, or to be delivered on the ground for the purpose of being used on the said building, the Architect shall have the option (notwithstanding any previous certificate) of requiring the Contractor, by order, in writing, to remove, replace or alter the same within a certain time, to be mentioned in the said order, or of making such reduction from the contract price as he shall think reasonable for and on account of such material and workmanship, and if the Contractor, when so required shall not, within the time mentioned in the said order, remove, replace, or alter the said material or workmanship, as directed by the Architect, then the said Employer shall be at liberty to employ other persons for the purposes in question, and all expenses, loss or damage thereby incurred shall be borne by the Contractor, and the amount of the said expense, loss or damage, or in case the Architect shall choose to make a reduction from the contract price as above provided, then the amount of such reduction shall and may be deducted from any money that may be due or become due to the Contractor, or may be recovered from the Contractor as and for liquidated damages, or may be set off against any claim made by the Contractor against the said Employer, provided also that payment of such final balance is not to protect the said Contractor, nor shall the final certificate of the Architect protect him from any liability that he may justly be subject to at any time on account of his not having well and sufficiently performed all that he has hereby contracted to perform.

7. All scaffolding, hoarding, centering, tools, plant and materials necessary for the completion of the works shall be provided by the Contractor at his own expense unless where it is distinctly specified to the contrary, and the Contractor is to be responsible for any non-compliance with the bye-laws or regulations of all proper authorities and to pay all legal official fees and charges in connection with the same.

8. The Architect shall be the sole judge of all matters and questions arising under or connected with this contract, and by his decision both parties hereto shall be bound; and no claim or demand shall be made or brought by either of the parties hereto against the other either at law or in equity until the Architect shall have given his decision in writing on the subject of the said claim or demand.

9. If any matter or thing should be omitted in the plans or specifications or either of them which is usually considered necessary for the due completion of works of a similar nature, or if there should be any doubt as to the intended manner of executing any part of the works, the Contractor shall be bound to execute the work in the best possible manner, and shall supply whatever may be wanting to complete the whole to the full intent and meaning of the said plans and specifications or either of them, of which said intent and meaning the Architect shall be sole judge. And if there should be any variance between the plans and specifications the Contractor shall be bound to execute the work according to either the plans or specification as the Architect may direct.

10. Wherever the dimensions are written or figured upon the drawings such dimensions shall be taken to be correct although they may not exactly correspond with measurement by the scales, which are only to be used when no written dimensions are given.

11. The Contractor shall, before receiving his first payment, and until the final completion of the works, insure the same and keep them insured against fire, in the name of the said Employer, in a sum of not less than nine-tenths of the whole amount of the contract, in an approved Fire Insurance Office, and shall deliver every policy of insurance and receipt for any premium, immediately after it has been issued,

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to the Architect, and also repair all damages or injury occasioned by accident or any other cause and be liable for all risks whatsoever until the final completion of the works and until the final certificate in writing of the Architect to that effect shall have been obtained. And in case the Contractor shall neglect or refuse to make good any such damage or injury within a time to be named by the Architect, the said Employer shall be at liberty to employ other persons to make good such damage or injury and to deduct the full amount of the expenses incurred thereby from any money that may be due or that may become due to the Contractor, or may recover the same from the Contractor as and for liquidated damages, or may set off the same against any claim that may be made by the Contractor against the said Employer.

12. Any order or notice given or served upon the Agent or Foreman on the works shall be considered as served upon the Contractor, who will be held personally responsible for the proceedings and acts of such Agent or Foreman.

13. The Contractor shall construct and conduct the whole of the works under the direction and superintendence of the Architect and should the Architect appoint a Clerk of Works the Contractor shall receive instructions from him as coming from the Architect personally, provided that in no case where according to the terms of this contract, a written order or certificate is to be given by the Architect, shall the Clerk of Works be considered to represent the Architect.

14. The Contractor will be required to set out accurately, at his own expense, all the works comprised in this contract agreeably to the drawings furnished to him and will be held responsible for the works being so set out and executed accordingly.

15. The Architect may order the discharge or removal of any agent, foreman or workman engaged on the works for misconduct or incompetency, and such order shall be immediately acted on by the Contractor and until such order has been carried out the Architect shall and may withhold his certificate of any work then or thereafter done by the Contractor under this contract.

16. If the Contractor should, in the opinion of the Architect (to be certified in writing), wilfully commit or continue to commit any breach of this contract, or fail to proceed with the works with due diligence, it shall be lawful for the said Employer, after giving three days' notice to the Contractor, to take possession of the works and to remove all persons therefrom and to put an end to this contract, and all moneys then payable or which thereafter would otherwise become payable to the Contractor for or on account of the said works or any addition, deviation, deduction or alteration, shall immediately, on the determination of the said contract, become and be absolutely forfeited.

17. The specification and drawings in connection with this contract are the property of the Architect, and all copies thereof supplied to the Contractor shall, notwithstanding any payment to him for the same, be returned to the Architect before the Contractor receives the final certificate before referred to.

18. No condition, stipulation or proviso of this contract shall be waived, relinquished or discharged, either at law or in equity, otherwise than by the express agreement in writing to that effect made and signed by both the parties hereto.

In Witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the said
Wilson & Sly in the presence of
Henry H. Kemp

The Seal of the Millrace Tramway
& Amusement Co., Ltd. was affixed by
H. A. Wilson Secretary
in presence of
John A. Director

Wilson & Sly



Specification
of
Works

Wellbore Drumway & Ammities by Rd.
Wellbore's Brumwell's Car Shed.

Shoekip & Thump
Cochinels -
St. Mary 1910 —
Cochinels St.

deductions:

63 gal cyprus lumber @ 1/- £3. 5. 0.
paleating 110 gal str. 6/- 2- 15. 0.
Doric boards as 4 1/2 bar -
176 gal mms = 58 1/2 gal @ 20/1. 4- 5. 0.

Balance - 64 gal coal oil gal 6 x 6 = 1. 3. 4. 0.

Maintenance £ 90.

Specification of Work required in making additions to
Brunswick Car Shed for the Melbourne Tramway & Omnibus Co Ltd
under the supervision of Inspr. Kemp, Architects
May 1910

Time allowed: ^{4 weeks} Penalty £2 per diem

Excavation - The whole area of new shed to be excavated to about 2 ft. in depth, that is to the same level as existing shed floor & all material thus excavated to be carted away from the site -

Excavate for foundations of walls & piers to go down bottom to be seen & approved by the Architects before any concrete is filled in.

For purposes of estimating, this may be taken as 2 ft. below floor level, any difference required to be measured & allowed by the Architects - Fill in & ram round all foundations on completion.

Agricultural drain to be laid with 10 in. fall inside walls on 3 sides as indicated & connected with existing drain. - Outside wall where shown

1 1/2" half round glazed earthenware drain to be laid where shown, set in concrete & jointed in cement -

Agricultural drain outside to be taken up & relaid where detailed with ^{65 ft. additional piping}

Footings to be of the dimensions figured on the sections to be composed of 3 parts bluestone, 2" road metal, 2 parts bluestone screenings 1 1/2 parts clean sharp sand & 1 part part Portland cement of unimpacted approved brand. All to be well mixed on a plank platform dry & thereafter with a sufficient quantity of clean water, thrown into benches & well rammed with a heavy rammer -

Flot a level bed for brickwork on the concrete with cement and sand 1 to 2 and 1 inch thick. 1/2" round drain to have concrete foundation 6" thick under pipe and 18 inches wider on the bottom.

Remove old wall across connection to new shed and drain against same, and cart away the materials -

This is the specification referred to in Contract made between us this 19th day of May 1910 -
W. Wilson J. C. G.

Contractor
Employer
Architect
(Inspr. Kemp)

hand

Brickwork to be executed in the best manner with good round, pressed
 brickwork. Bricks of first quality set in cement mortar
 1 of impure cement 3 of clean sharp sand - Every course to be finished
 up & well pointed & facing joints to be really struck as the work proceeds.

Bricks to be well wetted before using - Build in one course
 of 2 courses about the centre ^{of} wall one hand to each half brick
 in thickness lapped at all joints.

Bare stones to parts to be bluestone fine and chamfered &
 to be 14" x 14" x 3" deep & the holes for dowels.

Carpenter Joiner

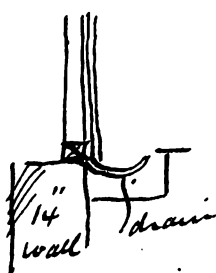
Partition enclosing end of present shed, where addition is built like
 moved bodily to the similar position enclosing side of addition -

To be placed on foundations as shown in sketch, so that rain covering
 overhangs edge of earth & runs down where rain does not reach drain
 owing to fall in the cellar, an apron piece of 24 gauge gal. corrug ^{gal. corrug} iron to be fixed
 below edge of corrugated iron, so that all rain falling on wall finds
 its way ^{direct} into drain. No. 7 new posts of 6" x 8" dressed Oregon with top
 chamfered angles to be provided & fixed ^{indicated} as ~~needed~~ to carry old & new
 roofs - all to be dowelled to stone bases with 2" metal dowels.

Bearers over posts to be 12" x 8" Oregon & below top of posts & beams, lengths
 of 6" x 8" Oregon to be built in, corresponding with those at present in
 existence & all to be bolted together with 3/4" bolts & washers. Any
 joints in bearers to be securely scarfed - to be only over posts.

Make good existing partitions to angle posts & beams

End partition to be constructed with 4" x 3" fir or hick top & bottom
 plates 4" x 2" Tarrak studs at 2-0" centres, 2 rows of horizontal
 bracing & 3" x 1 1/2" diagonal wood having as shown -
 let into studs - 3" x 1" Tarrak battens as shown to be nailed
 on inside of studing to form dado to protect iron
 from injury. All studs to be tenoned to plates and
 all to be done in best manner



W. J. S.
 J. W. S.

Roof to be constructed as shown with No. 10 principals & 4 half principals all in Oregon of the scantling marked on sketch & left rough. Ends of tie beams to be bolted to plate & beams at each end with $\frac{3}{4}$ " bolts, nuts & washers & ends of old principals which rest on new beams to be similarly bolted. All timbers to be seasoned & well smoothed as required & all done in the best & most workmanlike manner. Provide $\frac{3}{4}$ " wide iron strap straps $2 \times \frac{3}{8}$ " at feet of principals & rafters with bolts & nuts etc. - Similar straps at feet of queen posts with wedges etc. as usual - also at intersections of chain beam, queen posts & principal rafters extending at least 1 ft. on to each & with 2 bolts on each - these bolts to be on both sides of each principal -

Purlins to be at not more than 3 ft. centres & the notched into principals & have cleats - They to be 10×2 Oregon - Rafters to be framed with 4×4 " upright over each principal & 4×3 plate top & bottom with connecting uprights of 4×2 " at about 3 ft. centres, all framed together -

Rafters 3×2 " & collars at 3 ft. centres & 6×2 " rafter

Provide $\frac{3}{4}$ " wide $\frac{1}{8}$ " fescue & braces of main building & 2×2 " mold under gutters -

Box gutters between old roof & new to be formed with 12×2 " beams leaving 2 ft. clear between them & cross supports of 3×2 " at 18" centres so fixed as to give an even fall of 1" in 9 ft. to outlet. Trough gutters coming through old roof to be connected to this new gutter & the bulk of the flow to be directed southward & no more than necessary to the north -

Line bottom of gutter with 1" deal board -

- Plumber -

Repair and re-fix any defective iron lining to old partition removed -

Cover new partitions outside with 26 gauge Cor. gal. iron. Old bands, screwed to 3"x1" battens with gal. screws & washers. one to each second corrugation & rivetted at 18" centres at sides and with laps of 6" at ends of sheets and 2 corrugations at sides - Iron to extend at foot so as to deliver all rain directly into gutter drain and prevent any soaking in behind same -

Cover roof with similar iron with similar laps & fastenings -

Cover Hips & ridges with 24 gauge gal. iron ridding 18" wide & screwed to rolls - & with gal. clips at 3 ft centres -

Corrugations of iron to be turned up against lantern framing -

Cover box gutter with 24 gauge gal. iron - turned up 6" under roofing & securely double rivetted and soldered at all joints

About centre of gutter provide expansion joint with deal roll & both ends of iron covering same - Leave gutters to be 5" ogee - 24 gauge & screwed to fascia -

Down pipes to be 4" diam similar iron except in 2 angles - at ends of box gutter where they are to be 6" dia and have large heads specially made to receive the outflow from box gutter.

All down pipes to have shoes to deliver water ~~from~~ in centre of drain.

Provide all flashing in 4 lbs lead - Leave roof absolutely watertight. Cover openings of lantern light with gal. bird wire securely fixed. - H. W. S.

Painter. Knot stop + prime + paint 3 coats of best oil
paint to all new posts. All other work left unpainted

Maintenance

Maintain the work in good order for 6 months
after completion - The sum of £ 20 shall be
retained for this period and if Contractor
neglect or refuse to perform any works
considered necessary by the Architects they
shall be done by the Employer + the cost of
same deducted from the above sum at
settlement.

Wilson & Ly

THE MELBOURNE TRAMWAY & OMNIBUS CO. LTD.

Witness.

H. G. Burnett.

M. A. Wiles

Secretary and Asst. Manager.