

BUILDING APPLICATION FORM.

WELLINGTON,

Date,

22nd June 1906

To the City Engineer,
Wellington.

Sir,

7229

I hereby apply for permission to Truck Shop
in Wills Street, Section 3
part of Town Acre for H. J. Grace Esq
of Wellington according to Plans and Specifications
deposited herewith at the estimated cost of £ 2689

Yours faithfully,

H. J. Grace

Postal Address

Wellington

Amend drainage
as per attached

R. J. H.

6.8.06

1000/11
COUNCIL
JUN
22
1903
ENGINEERS
DEPT.

PROPOSED

Specification of Labour & Materials

WM. C. CHATFIELD,
ARCHITECT.

Dated 7239

MEMORANDA.

Tenders close.....

Deposit with Tender.....

Date of Completion.....

Penalty for Non-completion.....

Maintenance.....

Articles of Agreement

made the

day of

Between

of

in the

(hereinafter called

"the Employer") of the one part, and

of

and

of

in the

of Wellington, Builder (hereinafter

called "the Contractor") of the other part trading in co-partnership under the style or firm of

Whereas the Employer is desirous of¹

a

at

and has caused

¹ Insert "erecting" or "restoring" or "adding to" as the case may be.

Drawings and a Specification describing the work to be done to be prepared by

WILLIAM CHARLES CHATFIELD, of Wellington,

Architect: And whereas the said Drawings numbered 1 to inclusive and the Specification have been signed by or on behalf of the parties hereto: And whereas the Contractor has agreed to execute upon and subject to the Conditions set forth in the Schedule hereto (hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and described in the said Specification for the sum of £ : Now it is hereby agreed as follows:—

1. In consideration of the sum of £ to be paid at the times and in the manner set forth in the said Conditions, the Contractor will upon and subject to the said Conditions execute and complete the works shown upon the said Drawing and described in the said Specification.

2. The Employer will pay the Contractor the said sum of £ or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.

3. The term "the Architect" in the said Conditions shall mean the said or, in the event of his death or ceasing to be the Architect for the purpose of this Contract, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said Conditions. Provided always that no person subsequently appointed to be Architect under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Architect for the time being.

4. Any reference in the said conditions to the Bills of Quantities shall not have the effect of constituting them part of this Contract.

5. The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively in such Conditions contained.

As witness our hands this

day of

Signed and witnessed in the presence of

hereby appoint the said Wm. C. Chatfield, Architect, in connection with the works referred to herein, and authorise him to prepare all necessary plans, specifications, documents and copies, and to exercise all the powers and authorities necessary to be exercised by him as Architect under any contract or arrangement prepared by or made through him agree that all plans, drawings, specifications and documents prepared by him (including tracings, details and copies supplied to the Contractor and mentioned in Clause 3 of form of conditions attached) shall be his property, subject only to their being used in completing the work before referred to under his supervision.

[COPYRIGHT.]

General Conditions of Contract.

To be observed with respect to the various works required in connection with

THESE are the GENERAL CONDITIONS of CONTRACT agreed to at a Conference of the New Zealand Institute of Architects and the Federal Council of the New Zealand Builders' Association, held at Timaru, on Wednesday and Thursday, October 26th and 27th, 1905.

1. INTERPRETATION CLAUSE.—In the construction of these conditions the singular number of the following words, viz.:—"Employer," "Contractor," and "Architect" shall, where necessary, be taken to include the plural, and the word "Employer" shall mean the person or persons entering into this Agreement with the Contractor. Employer and Contractor shall include the legal representative of a deceased Employer or Contractor. The word "Architect" shall mean the Architect for the time being engaged by the Employer.

2. THE CONTRACTOR shall conform in all respects to the By-laws and regulations of the local authorities having jurisdiction in the district where the work is to be executed, and he shall give all notices and obtain all consents necessary to enable the work to be executed, and shall pay all fees payable to any such authorities or to any public Officer in respect of the works.

3. MATERIAL AND WORKMANSHIP.—After copies of the plans have been received by the Contractor, and all surveys if any requisite have been made and possession of the site of the proposed works has been given to the Contractor, he shall in the best and most workmanlike manner erect, build, and execute and finish for the Employer the buildings and works included in the Contract according to the plans, drawings, and specifications signed by or on behalf of the Employer and Contractor. The Contractor shall provide all plant, labour, and material necessary and requisite for the due and proper execution of the several works described according to the true intent and meaning of such plans, drawings, and specifications taken collectively or separately. The plans, drawings, and specifications in connection with this Contract are the property of the Architect, and must remain in his custody; but the Contractor shall have access to them at the office of the Architect during Architect's ordinary office working hours. Complete copies of the plans, drawings, and specifications shall be furnished by the Architect to the Contractor for his own use on payment to the Architect or Employer of one and a half per cent. on the amount of the contract, and the same shall be kept on the premises where the buildings are being erected, in charge of the Contractor or a competent foreman; such drawings and specifications shall be returned to the Architect when and as soon as the Contractor shall have received the final certificate, or shall have become bankrupt, or shall have assigned his estate, or abandoned the works, or done any act under which the Architect or owner has resumed possession of the work.

4. All materials and workmanship shall be of the respective kinds described in the Specification, and the Contractor shall, upon the request of the Architect, furnish him with vouchers to prove that the materials are such as specified.

5. SUB-LETTING OR ASSIGNING.—The Contractor shall not assign or sub-let the works or any part thereof without the consent in writing of the Architect first had and obtained, such consent shall not be withheld if the suggested assignee or sub-contractor be approved of in writing by the Presidents of the Local Association of Architects and the Local Builders' Association respectively.

6. ARCHITECT'S CONTROL.—During working hours (and at any other reasonable times) the Architect shall have access to the buildings, and also during working hours to the workshops of the Contractor or other places where material is being prepared or worked up for the building. Provided that when the Architect shall require to have access to the building and works at times other than working hours he shall give the Contractor hours' notice of such his intention. The Architect shall appoint a Clerk of Works and shall give notice in writing to the Contractor of such appointment. The Clerk of Works shall in the absence of the Architect be considered his deputy, and his reasonable directions as to matters contained in the contract shall in every case be attended to, subject to appeal to the Architect; but the Contractor shall have the right to object to the appointment on assigning sufficient reasons in writing within 48 hours of notice of the appointment, and any reasonable objections so assigned shall be given effect to if the Presidents of the local Association of Architects and the local Builders' Association shall agree that under the special circumstances so assigned by the Contractor the proposed Clerk of Works ought not to be employed. The Clerk of the Works shall (except when authorised in writing by the Architect) have no power to direct any deviation from the contract.

FOREMAN.—The Contractor shall during his absence be represented by a competent foreman who shall be constantly on the works during the progress of the same to whom instructions may be given by the Architect, and whose name shall be furnished by the Contractor to the Architect. The Architect may require the Contractor to dismiss the foreman or any other person employed on the works who shall be incompetent or who has misconducted himself, or for any other good reason to be assigned by the Architect to the Contractor, such person shall forthwith be dismissed by the Contractor and shall not be re-employed without the Architect's consent.

7. SETTING OUT WORK.—The Contractor or his foreman shall set out in the position and at the levels indicated by the Architect the whole of the works, and the Contractor shall be responsible for the same, and shall at his own cost amend any errors during the progress of the work arising from inaccurate setting out unless the Architect shall decide to the contrary. If any discrepancy appear between the drawings, and the drawings and specifications, the Architect shall decide which shall be followed. The Contractor shall not deviate from the drawings or specifications unless upon the direction in writing of the Architect. Figured dimensions to be taken in preference to scale. All detailed drawings issued by the Architect shall be regarded as a true interpretation of the work under contract, unless the Contractor objects in writing within seven days of the receipt of the same.

8. STOCK FITTINGS, &c.—All fittings and material specified for the use in the said works and buildings, unless otherwise expressed, and shown to be different by the plans and specifications before tendering, shall be of the ordinary size, patterns, and quality usually supplied to the building trade.

9. VARIATIONS AND EXTRA WORKS.—No variation shall vitiate the contract. All extra work or materials ordered by the Architect, and shown by instructions in writing, or by any drawing or plan supplied by him, or appearing in any account or certificate signed or initialled by him, or any extras which may have been executed without the knowledge of the Architect, provided he subsequently gives a written sanction to such extras, shall be paid for by the Employer, who hereby authorises the Architect to order all such extra works to be performed, and to make all such variations and deviations from the contract as the Architect may in his discretion consider necessary. Where no price has been previously agreed on between the Architect and the Contractor as payment for such extras or deductions, the same shall be measured and valued by the Architect, and a copy of the bill of such measurement or valuation shall be given by the Architect to the Contractor, and if in the opinion of the Architect the work cannot be properly measured and valued, day-work prices shall be allowed therefor, provided that vouchers specifying the time and materials employed shall have been delivered upon demand for verifica-

tion to the Architect at or before the expiration of seven days after such demand. The variations shall be valued at the rates contained in the Contractor's original estimates, or where the same may not apply at rates proportionate to the prices therein contained. The amount to be allowed on either side in respect of the variations so ascertained shall be added to or deducted from the contract sum, as the case may be.

10. **INFERIOR MATERIAL TO BE REMOVED.**—The Architect shall during the progress of the works have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Architect are not in accordance with the specifications or the instructions of the Architect, and the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. And the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, and shall be recoverable from him by the Employer, or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

11. **WORK COVERED TO BE OPENED FOR INSPECTION OF ARCHITECT.**—The Contractor shall, at the request of the Architect, within such time as the Architect shall name, open for inspection any work covered up; and should the Contractor refuse or neglect to comply with such request, the Architect may employ other workmen to open up the same. If the said work has been covered up in contravention of the Architect's instructions or if on being opened up it be found not in accordance with the plans, drawings, and specifications or the written instructions of the Architect, the expenses of opening and covering it up again, whether done by the Contractor or such other workmen, shall be borne by, and be recoverable from the Contractor, or may be deducted as aforesaid. If the work has not been covered up in contravention of such instructions and be found in accordance with the said plans, drawings, and specifications or such written instructions, then the expenses aforesaid shall be borne by the Employer and be added to the Contract sum: Provided always that in the case of Foundations, or of any other urgent work so opened up and requiring immediate attention, the Architect shall within a reasonable time after receipt of notice from the Contractor that the work has been so opened, make or cause the inspection thereof to be made, and at the expiration of such time, if such inspection shall not have been made, the Contractor may cover up the same, and shall not be required to open it up again for inspection except at the expense of the Employer.

12. **MATERIALS THE PROPERTY OF THE EMPLOYER.**—When the Contractor shall have received payment under any certificate in which the Architect shall have stated that he has taken into account the value of any unfixed materials intended for the works, and placed by the Contractor thereon, or upon ground adjacent thereto, or in the possession of the Contractor all such materials shall become the property of the Employer and shall not be taken away except for the purpose of being used on the building, without the written authority of the Architect; the Contractor shall be liable for any loss of or damage to such materials.

13. **WORKS UNDER CONTRACTOR'S CHARGE.**—The works, including any material supplied by the Employer, shall be under the Contractor's charge from the commencement to the completion or delivering up possession of the same, and the Contractor shall be responsible for watching and protecting the same. And he shall also hold the Employer harmless in respect of any claim arising from neglect or default on the part of the Contractor or any one in his employment during the execution of the works. Provided always that the Contractor shall not be responsible for any damage caused by or resulting either directly or indirectly from earthquakes during the time the said buildings and erections are under the Contractor's charge whether the same are in course of erection or are finished, and the cost of re-instating or rebuilding the same or of repairing such damage as shall or may be caused by earthquake shall be borne by the Employer, and if any dispute or difference shall arise as to the cause of or amount of such damage or the costs of repairing the damage such dispute shall be referred to arbitration.

14. **PRIME COST.**—The words "Prime Cost" or the initials "P.C." applied in the specifications to goods to be obtained and fixed by the Contractor shall mean unless otherwise stated in the specifications the retail price in the District of ; and to all lump sums mentioned in the specifications the Contractor shall add such profit as he may consider himself entitled to.

15. **BANKRUPTCY OF CONTRACTOR.**—If the Contractor shall become Bankrupt or make any assignment for the benefit of his creditors or shall suspend or delay the performance of the works for seven consecutive days after he has obtained possession of the site (except in case of inclement weather, combination, or strike, or lockout of workmen affecting any of the building trades connected with the particular Contract), or any other cause beyond the control of the Contractor to prevent, the Employer, by the Architect may give to the Contractor or his assignee or trustee as the case may be, notice requiring the works to be proceeded with and in case of default in properly carrying on the works on the part of the Contractor or his assignee or Trustee for a period of three consecutive working days after service of such notice, it shall be lawful for the Employer by the Architect to enter upon and take possession of the works, and to employ at reasonable and proper costs any other persons to carry on and complete the same, and may authorise such person or persons to use the plant, material, or property of the Contractor upon the works, and the costs and charges incurred in any way in carrying on and completing the said works shall be paid to the Employer by the Contractor, or may be set off by the Employer against any moneys due or to become due to the Contractor.

16. **MAINTENANCE OF WORKS.**—Any defects or other faults which may appear within ninety days from the completion of the works arising, in the opinion of the Architect, from materials or workmanship not in accordance with the drawings and specifications or the written instructions of the Architect, shall, upon the directions in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost, unless the Architect shall decide that he ought to be paid for same; and in case of default the Employer or his Architect may employ and pay other persons to amend and make good such defects or other faults or damage, and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him by the Employer, or may be deducted by the Employer from any moneys due or that may become due to the Contractor. Should any defective work have been done, or materials supplied by any sub-contractor employed on the works who has been approved by the Architect as provided in clause 5, the Contractor shall be liable to make good in the same manner as if such work or materials had been done or supplied by the Contractor, and been subject to the provisions of this clause and clause 10.

17. **PROGRESS PAYMENTS.**—Subject to the provisions of these conditions the moneys to become due to the Contractor in respect of progress payments for the said works shall be paid at such times and in such amounts as the Architect shall deem expedient upon certificates in writing under his hand at the rate of £70 per centum of the Architect's estimated value of the work done and the materials on the ground. A sum up to £5 per centum of the gross amount of the contract moneys and other moneys payable for extras, but in no case exceeding £300, shall be retained subject to the provisions of clause 16 hereof for the period of ninety days after the date of the certificate of completion of the said work to cover maintenance, and the sum of £25 per centum of the gross amount of the contract moneys and other moneys payable for extras shall be retained by the Employer for such period as shall be in conformity with "The Contractors' and Workmen's Lien Act, 1892," "The Workmen's Wages Act, 1893," and every Act passed in amendment or substitution of the said Acts, and in conformity with every order made by any Court under the provisions of the said Acts or any of them. If no proceedings shall be taken under the said Acts or any of them to create or enforce any lien or charge, or if such proceedings shall be taken and shall be determined against the person or persons claiming the lien or charge, then such moneys, and in any case all uncharged and unattached moneys, shall be paid to the Contractor upon the Architect's certificate as aforesaid. The said £5 per centum or other sum up to £300 retained for maintenance shall be paid, or in case of a claim for maintenance the balance thereof after sufficient

provision to answer such claim for maintenance shall be paid to the Contractor at the expiration of the said ninety days on the like certificate of the Architect as aforesaid. No certificate except for a final balance shall be given for any less sum than £ . If the Employer shall fail to pay the Contractor the sum named in any certificate within fourteen days of the term of such certificate being given, the Contractor shall be entitled to be paid interest at the rate of £8 per centum per annum on all such moneys from the expiration of the said fourteen days until the actual payment thereof.

18. COMPLETION OF WORK.—When the Contractor has completely performed the work in accordance with this contract, he shall give notice in writing to that effect to the Architect. The Architect may within 14 days from the date of giving such notice examine the work for the purpose of ascertaining whether or not the same is complete, and shall within such period either approve and pass the same as complete, and give the Contractor his certificate of completion, or notify the Contractor in writing as to what objections (if any) he has to the work, and shall give him his certificate of completion immediately on the compliance by the Contractor with the requirements of such notification, and from the date of such certificate the Contractor shall be liable for maintenance of the buildings only. If the Architect shall fail to examine the work within the said period of 14 days, the Architect shall be deemed to have approved and passed the same as complete, and thereupon the Contractor shall be entitled to receive his certificate of completion, and in such case the period of maintenance shall begin on the expiry of the said period of 14 days, provided always that such notice of completion shall not be given more than seven days before the date of completion fixed by the contract, excepting by order of the Architect. Maintenance shall exclude all alterations, defects, and damage caused either directly or indirectly by earthquakes, fire, tempest, or other causes, over which the Contractor has no control, and not arising from defective workmanship or material.

19. COMPLETION OF THE WORK WITHIN FIXED PERIOD.—Possession of the site or premises shall be given to the contractor on or before the day of . He shall begin the works immediately after such possession, shall regularly proceed with the same, and shall complete the same except painting and papering, or other decorative works which in the opinion of the Architect it may be desirable to delay within weeks from the contractor obtaining possession of the site.

20. DAMAGES AND EXTENSION OF TIME.—If the Contractor fail to complete the works shown in the plans and specifications by the time named or within any extended time allowed by the Architect, the Contractor shall pay or allow unto the Employer the sum of £ per day as liquidated and ascertained damages for every day excluding Sundays that the works remain unfinished beyond the time as provided by Clause 19 hereof. But in the event of any alterations or extra works ordered by the Architect or by reason of the works being delayed by unsuitable weather which prevents the Contractor from being able to proceed with same, or by reason of instructions from the Architect delaying the works, or by delay of sub-contractors employed by the Contractor with the approval of the Presidents of the local Association of Architects and the local Builders' Association under Clause 5 or by reason of any local combination of workmen or strikes affecting the building trade, or by reason of any matter or thing over which the Contractor has no control, the Architect shall allow such an extension of time as shall be considered fair and just, and no damages shall be payable by the Contractor in respect of any delay in handing over possession of the works until the further and extended period allowed by the Architect has expired.

21. DEPOSIT WITH TENDER.—Each tenderer shall at the time of sending in his tender attach thereto or send therewith a negotiable cheque payable to the Architect or his order upon a Bank in the town in which the Architect resides for £ or may lodge with the Architect the same sum in cash as a guarantee that the tenderer will sign the contract if his tender be accepted and for the performance of the provisions of this clause, and in case the tenderer shall refuse to sign this contract within five days from the acceptance of his tender, or in case of breach or non-performance of the provisions of this clause the said sum shall be retained by the employer as liquidated and ascertained damages for breach of contract and not by way of penalty. If the tenderer shall sign the contract the said deposit shall be returned to him at the time he receives the first payment under the contract.

22. BANKRUPTCY. ASSIGNMENT BY EMPLOYER.—If the Employer shall become bankrupt or compound with or make any assignment for the benefit of his Creditors, the Contractor may call upon the Official Assignee or the Assignee under any such assignment to elect within 14 days whether he can assume the liability of the Employer under this contract. If the said Official or other Assignee shall elect not to assume such liability, or if the Employer shall make default in the payment of any moneys to which the Contractor may become entitled for 14 days after the amount thereof shall have been certified by the Architect to be due, or the same has been determined by arbitration under any provisions herein contained relating to arbitration, or if the works be delayed for 14 days by or under any proceedings taken by other parties against the Employer the Contractor shall have a lien upon the land for all moneys payable to him for all work done and materials supplied, including all materials wrought up and all materials purchased for and delivered on the works, and in such a case the Contractor shall be entitled to suspend the works and to require payment for all such work and material.

23. ARBITRATION CLAUSES. ARBITRATION BY REFEREE.—In case any question, dispute, or difference shall arise between the Employer or the Architect on the one hand and the Contractor on the other touching the construction of this Contract or as to the payment for extra works for which the Architect shall have given or shall have refused to give an order in writing, or as to any allowance or compensation to be paid to the Contractor, or as to the refusal of the Architect to measure or appraise or to issue any certificate, or as to any other matter or thing arising out of these conditions or relating thereto, such dispute shall if not otherwise distinctly provided for by any of the foregoing clauses be settled and determined by the award of one Referee if the parties can agree on one reference and the award of such Referee shall be made within thirty days after the matter shall have been referred to him or within such further time not being more than thirty days additional as the referee shall by any writing signed by him from time to time appoint or within such further time as the Supreme Court or a Judge shall order and the said award when so made shall be final and binding upon all parties.

24. The said referee shall have the power to examine witnesses, including the parties, on oath, and to call for all documents and papers relating to the matters referred, and the costs and expenses attending and incidental to the said reference and award, shall be borne and paid by the Owner or Contractor, as the said referee shall direct.

The referee shall have power to open, review, and revise any certificate, opinion, decision, requisition, or notice save in regard to the said matters expressly excepted as above, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid in the same manner as if no certificate, opinion, decision, or requisition or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award, respectively, shall be in the discretion of the referee, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client, or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

25. IF REFEREE NOT APPOINTED, REFERENCE TO THREE ARBITRATORS.—If the parties fail to agree in the appointment of a referee within seven days after notice of reference being given by either party to the other, then such question, dispute or difference shall be settled and determined by the award of three arbitrators, one to be appointed by the Employer, a second by the Contractor.

In case of the neglect or refusal of either party to appoint an arbitrator within one week after being required to do so by the other party, such other party shall be at liberty to appoint the second arbitrator, and the third shall be appointed by the two arbitrators so appointed before they enter upon the consideration of the reference, and the award of the said arbitrators, or of any two of them, shall be made within 30 days after the matter shall have been referred to them, or within such further time, not being more than 30 days additional,

as the said arbitrators or any two of them shall by any writing signed by them appoint, or within such further time as the Supreme Court or a Judge thereof may order, and the said award when so made shall be final and binding on all parties. It shall not be necessary for the three arbitrators to agree, but the award if made by two of the said arbitrators shall be valid, and of the same force and effect as if it were agreed to and made by the three arbitrators; and on any question arising under the arbitration, whether the same shall be interlocutory or final, the decision of two of the said arbitrators shall have the same force and effect as if the third arbitrator agreed to and were a party to the said award.

If any arbitrator fails to attend the hearing of the arbitration, the same shall be adjourned, and if at the adjourned hearing the said arbitrator does not then attend he shall *ipso facto* cease to be an arbitrator. The award of the referee or arbitrators respectively under the preceding conditions shall be equivalent to the certificate of the Architect where such certificate is required by any of the foregoing conditions.

Upon any award being made by a referee or arbitrators as herein provided, the party in whose favour the award is made may sue on the award in any Court of competent jurisdiction for the moneys awarded to him by the same, or may make such award a rule of the Supreme Court, and the production of the award in any Court of law shall as between the parties be conclusive evidence in favour of the plaintiff that the moneys mentioned in the same are due and owing to the plaintiff by the defendant. The provisions of "The Arbitration Act, 1890," shall apply to any such reference or arbitration subject to the express modification contained in the foregoing condition, and these presents shall be deemed to be a submission to arbitration of all matters which may be in dispute between the parties at any time.

26. If any arbitrator shall die or resign or refuse to act as an arbitrator, or cease to be an arbitrator under the foregoing provisions, then the party represented by such arbitrator (if he was appointed by one of the parties) shall appoint an arbitrator in his stead, and if such party shall refuse or neglect to appoint within fourteen days after being required by notice in writing from the other party so to do, then the other party shall be at liberty to appoint an arbitrator in the stead of the arbitrator so dying or resigning or refusing to act or otherwise ceasing to be an arbitrator. And if the arbitrator so dying, resigning or refusing to act or otherwise ceasing to be an arbitrator shall have been appointed by the two arbitrators appointed by the parties, then an arbitrator shall be appointed in his stead by such two arbitrators.

27. INSURANCE.—The Contractor shall insure the works and keep them insured until they are delivered up against loss or damage by fire in an office to be approved by the Architect in the joint names of the Employer and Contractor for the full value of the works executed, and shall deposit with the Architect the policies and receipts for the premiums paid for such insurance, and in default the Employer may insure the works and deduct the premium paid from any moneys due or which may become due. All moneys received under any such policies are to be paid to the Contractor by instalments on the certificates of the Architect to be applied in or towards the rebuilding or reparation of the works destroyed or injured. The Contractor shall as soon as the claim under the policy is settled proceed with all due diligence with the rebuilding or reparation, and shall not be entitled to any payment in respect thereof other than the said moneys received, but such extension of the time hereinafter mentioned for completion shall be made as shall be just and reasonable. Should the Contractor or the Employer be unable to effect an insurance through the Insurance Companies refusing to take the risk then the Employer shall take the risk at current rate, and the Architect shall issue a certificate to the Contractor that such risk has been taken.

28. In the event of the contract being for additions to existing buildings, then the whole building and the works executed under this Contract shall be at the sole risk of the Employer as regards any loss or damage by fire, and in the event of any fire affecting the original building or structure so that the works as originally intended cannot be carried out in relation to the original building whether the works under the Contract are or are not destroyed by fire this contract so far as it relates to any subsequent work may at the option of either party be determined and the Contractor shall be paid by the Employer the full and fair value of all work done and materials used by him in and about the works.

29. INDEMNITY.—Before commencing to execute this Contract the Contractor shall at his own cost and expense effect a policy of insurance in an office for an amount to be approved of by the Architect to cover compensation to workers under and by virtue of any law relating to Employer's liability for accidents and workmen's compensation for accidental injuries to any such worker, or for the death of the same in the course of their employment and under or in connection with or incidental to this Contract. No certificate shall be given by the Architect for progress or other payment and no progress or other payment shall be made unless and until the Contractor on applying for a certificate satisfies the Architect that such a policy is in full force and effect.

30. SUBJECT TO LIEN ACT.—This Contract shall be subject to the provisions of "The Contractors' and Workmen's Lien Act 1892."

31. MONEYS TO BE PAID INTO TRUST FUND.—All moneys retained by the Employer as specified in Clause 17 hereof shall, if so required by the Contractor, be paid by the Employer on completion of the works into a trust fund in a bank to be approved of by the Architect and Contractor, in the joint names of the Architect and Contractor, and the amount or balance of same after all demands of same are paid shall be drawn and paid to the Contractor at the expiry of the aforesaid period of thirty-one days.

32. CONDITIONS OF TENDER.—Subject to the provisions of Clause 33 it shall not be obligatory on the Employer to accept the lowest or any tender.

33. In the event of the Employer not accepting any tender within thirty-one days, he shall pay as compensation to the lowest tenderer the sum of one quarter per cent. ($\frac{1}{4}$ per cent.) on amount of tender; but such amount shall not exceed £15 15s., and not less than £1 1s. If required each tender shall be accompanied by a deposit of £ , which amount the Architect shall return to the unsuccessful tenderers within a period of fourteen days from the latest date advertised or arranged for the reception of tenders.

SERVICES OF NOTICES, LETTERS, &c.—Every notice, letter, plan, drawing, or other communication in writing to be given or made to the Contractor shall be sufficiently given, delivered, or made, if delivered to the Contractor personally, or to the Foreman or other person in charge on behalf of the Contractor on the works, or delivered at the residence or abode of the Contractor in , or sent by registered post addressed to the Contractor at his last known place of residence or abode. Any notice, letter, or other communication in writing to be given, delivered, or made to the Architect shall be sufficiently given, delivered, or made, if delivered to the Architect personally, or left at his office in the City of , within office hours with any person usually there representing him, or sent to him by registered post addressed to his said office.

34. HEADINGS.—The heading to the foregoing clauses shall not be deemed to be part of the Contract nor explanatory thereof.

S P E C I F I C A T I O N of labor & materials required for the erection & completion of a
THREE FLOOR PIANO WAREHOUSE in Willis Street for F. J. Grace Esq-

Wellington

The lowest or any tender not necessarily accepted.

Figured dimensions shall in all cases be taken in preference to scale, & where no dimensions are given herein or on plans, they shall be to details obtained from the Architect.

Parts colored "grey" on plans mean concrete or cement. Parts colored "red" represent brickwork. "Blue" or "neutral tint" metal. "Yellow" or "sienna" woodwork.

The whole of the excavation necessary for the removal of earth or spoil from present surface excavation level shown on section of front (the land surface now falls slightly to back of section) & for foundations & where ever required for the whole of the works, shall be included in this contract, & after filling & ramming round walls, surfaces, & where required, the spare spoil shall be carted away by the contractor. The finished level of ground floor of building shall be 3" above pavement level as directed by the Architect who shall also determine the exact boundaries of the site. The front of building will stand back from present street line about 10ft

Contractor shall be held responsible for any damage of any kind whatever which may in any way be caused during the progress of this contract & until such contract shall be completed by contractor or on his behalf & shall be taken over by the Employer, to any adjoining buildings or lands property or interests of such adjoining owners or occupiers. That is to say, the contractor to this contract shall be responsible for, & shall be required to at once make good at his own expense by direction of the Architect, & in such manner as he shall require, any damage the contractor or his employ may cause to any & every adjoining property or interest & shall completely indemnify the Employer referred to in this contract, against any actions or claims whatsoever in respect thereof.

The contractor shall supply & maintain all hoardings, temporary footpaths, night lights, & conform to all Municipal Regulations during the progress of the buildings & this contract to the satisfaction of the Local Authorities, & shall remove all materials or rubbish from street in front of building when required so to do.

The contractor shall, if required so to do, at the time of signing this contract, procure two sureties to be approved by the Architect, to enter into a joint or several bond in the sum of three hundred pounds sterling for the due performance of this contract, & due observance in all respects of the provisions of these conditions. The cost of preparation, execution & stamping of such bond (not exceeding £2-12-6.) shall be paid by the contractor. If a bond shall be accepted by the Architect under this condition the deposit made by the contractor in clause No of the printed conditions of contract attached hereto which is required therein to be held as security & to be returned to contractor as described in such condition, shall at once be returned to the contractor on the receipt by the Architect of a duly executed bond as aforesaid. And if such bond be not so required, then the sum for preparation & completion of the same viz: £2-12-6. shall be deducted from contract price. Otherwise the condition of clause No of printed conditions attached shall remain in full force.

Contractor shall provide & fix all necessary & suitable boxing for concrete in all parts of the building in compliance with details approved by the Architect.

The whole of the cement referred to in this contract or used in any portion of the works or the finishing thereof, shall be the best quality English or Colonial portland cement as the

Architect shall determine. Such cement shall be of the very best quality & condition . The contractor shall cause to be made at his own expense & as directed by the Architect all tests of all cement used should the Architect require such tests to be made before the same may be used in any portion of the works or finishing thereof. And any cement which may be condemned by the said Architect as unsuitable for the works included in this contract, the contractor shall at once cause to be removed from the premise & site of the works herein referred to.

All sand shall be clean fresh water sand properly & thoroughly washed clean & free from salt, loam & other defects & shall be to sample to be approved by the Architect.

Aggregate for concrete shall consist of sharp fresh water sand evenly graded in such proportions as the Architect shall direct, up to suitable sized rubble , & crushed hard blue metal from minimum of $\frac{1}{2}$ " diameter to maximum of 2" dia thoroughly dry mixed as circumstances require.

All concrete or mortar shall be accurately gauged with a proper gauge & shall be thoroughly mixed & turned twice dry & twice wet as approved.

All brickwork shall be set in mortar composed of one measure of cement to three measures of sand & all joints thoroughly filled, grouted & struck as directed.

For purposes of cement gauge, a cask of cement before opening, shall be computed to hold four cubic feet of cement only.

All concrete for foundations below surface of ground & under ground flooring, also heads of all window & door openings in all elevations shall be one of cement to four of aggregate accurately gauged & properly mixed as directed. The concrete in foundations shall be to the sectional area figured on section, but in the case of concrete sleepers, the top surface shall be level for wood sleeper & the depth increased as required in consequence of slight fall of land & as required to secure good foundation.

~~All foundations shall be thoroughly solid & to the approval of the Architect. Concrete to be of concrete continuous and to solid 2'4" wide
Provide & drive concrete piles where shown on foundation plan. Piles shall be as follows, viz:
Each pile shall be driven with a strong steel cylinder 12" internal diameter provide with an approved cast iron shoe, to a thoroughly solid foundation to the satisfaction of the Architect in each & every case. Cylinder before drawing shall be filled with, (& kept filled) concrete composed of one of cement to four of aggregate, & shall be filled up sufficiently in height to allow for dressing down to a perfectly level head to form an even solid bearing for main concrete of foundations.~~

The section of all concrete where not marked in figures on plans as also all thicknesses of brickwork where not so indicated shall be accurately measured by scale in no case less than the thicknesses required by the City Building by-laws, or shall comply in such manner with necessary full size details obtained from the Architect as the circumstances may require. Concrete shown in section of front elevation shall where directed be returned six feet back on each side wall measured from inside of front crosswall. Concrete forming head of shop front shall be provided with iron hangers, see ironwork.

All bricks used shall be best quality carefully selected, of good form, & hard burned free from fire cracks & other defects.

All bricks shall be bedded in mortar composed of one measure of portland cement to three (3) measures of approved sand. Bond shall be "Old English" accurately observed. No racking or toothing will be allowed, & all work shall be carried up together in uniform scaffold in proper manner. All bricks & where else required in construction of the works shall be thoroughly saturated with

clean fresh water immediately before being used.

Thoroughly grout each course & where required in manner directed to the full of all joints.

Provide & bed in all brickwork at every continuous height of 3ft whole height of all walls & where required, two bands per course of No 14 gauge $1\frac{1}{2}$ " wide galvanized iron hoop-iron clamps & spaced as required.

Concrete piers in front elevation where shown on plans shall be formed in concrete of same quality as specified for foundations (1 to 4) & shall be well bonded & tied with hoop iron clamps as directed.

All gas fire openings shall be provided with separate flues independent of the others & separate to each stove or opening. Carry such flues up to the full height of walls as required, & finish with suitable approved glazed earthen T pots to fit the liners. All flues shall be lined their whole height with 3" (inside dia) hard burned earthen pipe liners bedded in cement mortar, & shall be examined & proved perfectly clear & free from obstructions last thing before building is completed. The recesses of gas fires shall be formed & finished as follows, viz: Bottom of openings 12" above floor. Opens 6" deep, 18" wide 18" high. The backs, sides & bottoms also round face of openings (3" wide) shall be covered with Minton or other approved maker glazed tiles properly bedded. Hearths formed of 2" thick concrete flag projecting 6" from face of wall & covered on edges with opalite. Finish round face of openings at edge of 3" face tiles, with cement plaster & Keen cement finished 3"x 2" moulding.

Provide & fix where directed one dozen 9"x 6" cast iron galvanized ornamental air gratings with necessary cement plastered & weathered ducts. Also eight cast iron approved air gratings in spandril under shop sill after the manner shown. Also one dozen 10"x 8" Laurence Thompson louvre patent ventilators with cords & strong brass fittings complete.

In all cases where joists or timbers enter brickwork or concrete, a sufficient air space shall be allowed round sides tops & bottoms. This shall also apply to steel joists & beams to allow sufficient expansion of metal as directed.

Contractor shall allow in his contract price the sum of £ to be expended upon providing & laying flags on footpath the full width of building (20') by the required width of footpath. Such sum of money shall be paid to the City Council whose employ shall also lay such footpath, & any part of such sum of £ unexpended in such manner shall be deducted from contract price.

After concrete at shop entrance has been put down, provide & cover same with Minton or other approved floor tiles of the p. c. value of £1 per square yard before laying, & lay same in approved manner.

The whole of the outside side & back walls as far as the same can be so plastered in consequence of the contact of adjoining buildings, also tops & backs of all parapets, reveals, sills & projections shall be plastered with not less than $\frac{3}{4}$ " thickness of one of cement to two of sand finished with steel float to hard fine surface. Carefully finish down & plaster to points of contact of adjoining buildings as required to render joints watertight. Front elevation shall be finished as shown & to details obtained from the Architect. All work shall be carefully prepared & plastered with $\frac{3}{4}$ " thickness of cement plaster as already specified, & finished with $\frac{1}{2}$ " thickness (full) of one of cement to one of sharp white sand carefully washed. All work & finish shall be of first class description & shall be to one uniform color in plaster & not brush washed.

In reference to the floor tiles at entrance, the border shall continue along front of spandril of shop front the whole length.

The lettering of front elevation shall stand out 2".

All wood walls of elevator shaft shall be lathed on inside of shaft only the entire height of same close up to, & cutting off shaft from rest of roof, with Haye's patent Metallic Fireproof lathing in steel sheets each 72"x 15"x No 28 gauge properly fixed flat & true by gal iron staples Lathing is known as Hayes punctured sheet. This shall also apply to the whole of the walls of ground floor show room & office from floor line up to ceiling line. Cover the whole of the steel lathing as follows. Scratch & rough over metallic sheets with $\frac{1}{4}$ " thickness of asbestic plaster finish with $\frac{1}{8}$ " thickness of fine asbestic wrot with steel float to hard bright fine even surface. The remaining brick walls of elevator shaft shall be plastered with $\frac{3}{4}$ " thickness of cement plaster same as for outside walls & finished with $\frac{1}{8}$ " thickness of asbestic plaster fine finish as specified for rest of walls. Asbestic plaster shall be as manufactured by the Danville Asbestic Plaster Coy & shall be proportioned & wrot in accordance with their instructions supplied in their printed particulars in reference thereto.

Provide & properly lay in accordance ~~in~~ all particulars with the Municipal Sanitary By-laws the necessary storm water & sewer drains, the former colored "blue" & latter "brown". Pipes shall be 6" for ~~the~~ storm water & 4" for sewer. All pipes shall be of first class quality glazed & free from all defects, cement jointed & bedded in good concrete. Provide all necessary bends, junctions, traps, gully traps, vents & ventilators to complete the whole of the work as aforesaid. Both drains shall be taken to point marked A. on plan & shall be properly connected to existing Corporation drains at that point as required. Make secure connections to sewer soil pipes from w. c.s & basins.

----- IRON WORK .-----

The whole of the girders or joists used in any portion of the works shall be of the highest quality & strength & finish adopted under the British Standard Beams. All such joists or girders shall be of first class British manufacture & of such maker as the Architect shall approve, & no other. All girders or joists shall have a perfect & solid bearing of at least 9" at each end upon a cast iron bed plate made to details obtained from the Architect & provided at each bearing with six $\frac{1}{2}$ " dia steel rollers taking the bearing from under side of joists onto cast iron bearing plates. These plates shall be as shown on detail plan. The length of bearing where exceeding 9" is shown on section A. A. Each such bed plate shall be bedded on neat cement level & true, & shall be anchored into brickwork where necessary & directed with such iron anchors as may under each circumstance be considered as necessary by the Architect. A clear space of 1" shall be left between ends of steel joists & brick or concrete to allow for expansion.

Compound girders over cart or elevator entrance on ground floor, also from back wall to iron column, & from column to north wall as shown by blue lines on plan, shall be composed of two 10"x 6"

10"x 6" @ 45 lbs per foot weight as directed. Each two joists shall be covered with an 18"x 1/2" best quality steel plate rivetted to outside edges of top flange of joists with 3/4" dia rivets 6" apart centres in proper manner. These compound girders shall also be provided with cast iron bearing plates of similar description as for steel joists under floors & shall be anchored to walls, & over iron column, provided with 4"x 4"x 1/2" angle iron plates rivetted thereto. Compound girder over front bressummer shall be formed with three 12"x 6" steel joists @ 54 lbs weight per foot spaced as shown in section of front, & covered with a 36" wide 3/4" thick steel plate rivetted to joists same as specified for other compounds. All other steel joists eight in number, shall be 12"x 6" @ 54 lbs weight per foot, 18ft long each. The segment head over shop front formed as part of concrete, shall be held up by a steel railway rail @ 54 lbs per yard weight in one whole length of compound girder when fixed. This rail shall be curved to the same curve as soffit of concrete, & shall be hung up to lower flange of outside steel joist of girder with 2"x 1/2" iron hangers fixed as directed & spaced at every 2ft apart. The projection of pediment over first floor window shall be supplied with five lengths of 62 lbs per yard steel rails equally spaced & each 3'6" long. Each column of front on first & second floor shall be provided with a vertical railway rail 52 lbs per yard weight, 12' & 10' long respectively, two of each, see plan of front to 1/4" scale. Cast iron column supporting angle of back walls, shall be 14'6" long 9" outside diameter at bottom & 7 1/2" at top. Metal shall be 1 1/2" thick throughout. Top of column shall have cast with rest of column a 1 1/2" thick plate head suitable as directed to secure & take full bearing of compound girders. Under head of column & bottom of girder, also between bottom of column & a 1 1/2" thick 14"x 14" cast iron bed plate, provide two thicknesses of 6 lbs lead sheet over whole bearing. Bottom plated shall be bedded on solid concrete block with neat cement. Provide & build in a 6"x 6" (inside measure) cast iron pipe for flag pole 3'6" long. All anchor ties of steel joists or beams to brick walls or concrete, shall be 1" dia round iron of lengths shown & supplied with 2"x 3/4"x 12" long anchor plates & nuts. Supply to each third wood joist throughout, also to each principal at each end of each, a 3ft long anchor iron made of 2"x 1/2" iron bolted in each case with three 3/4" dia iron bolts, nuts & iron washers complete. Where each alternate floor wood joist laps on a steel joist only, such lap shall be provided with four 5/8" dia ~~xxxx~~ bolts, nuts & round washers, the washers under both nuts & heads. Ironwork for each principal shall be as shown on section. King bolts 1 1/2" dia with 1" thick cast iron socket at top as approved to take ends of rafters, & at bottom with approved cast iron plates 10"x 12" Each king bolt shall be supplied both at top & bottom with two nuts. Iron straps on principals shall be made of 2"x 1" iron as directed & secured with 3/4" dia iron bolts. End of each purline entering front elevation shall be anchored thereto with an iron anchor, each 2' long, made of 2"x 1/2" iron same as anchors on joists(wood) All ironwork of any & every description shall be thoroughly coated with three coats of best quality "Bitmo" non-corrosive paint as approved. All ironwork whether cast, wrought or rolled steel shall be of first class quality & finish free from any & every defect. All bearings shall be accurate & true. Threads of first class quality.

----- C A R P E N T E R .-----

All timbers shall measure when cut, the full dimensions herein-after mentioned, as finished dimensions, & any timber which may be found under such measurement or size will be rejected without regard to quality.

The whole of the wood plates required in any part of the building where wood bearings are of brick or concrete, or upon steel joists, shall be 6"x 3". Those on brick or concrete shall be heart of totara, & those on steel joists in rimu, in this latter case to be bolted down to top flange of steel joists at every 3' apart on each side, with $\frac{1}{2}$ " dia bolts, nuts & washers complete. These plates shall be joggled 1" out of plate on each edge, & 1" out of joists & securely nailed together.

Sleepers under ground floor shall be 8"x 6" totara bedded onto damp course.

Ground floor joists 7"x 3" totara . First & second floors 14"x 2". All joists shall be spaced 16" apart centres. Joists of ground floor shall be in one length, & all other joists shall be the lengths of two spans as required with not less than 2' long lap to each alternate joist, such lap being over a steel joist only. Each lap shall be bolted together, see ironwork, which also refers to anchors to walls.

Provide & fix four rows of double 3"x 2" herringbone braces in first & second floor, accurately fitted, seasoned & well nailed. Rows shall be spaced as directed. All 14"x 2" joists shall be carefully picked first class rimu free from all defects.

Provide & build in where required, 4"x 3" x 9" long seasoned heart of totara wood bricks. These will be required to secure window & door frames, battens for wood lining & Hayes' patent steel sheets, & where else required.

All woodwork entering in, or in contact with brickwork or concrete, shall be coated on such parts on all sides & ends of timber, with good coat of hot tar before placed in position.

Provide air spaces round all woodwork entering brick or concrete as directed.

All woodwork of principals, roof, purlines, under side of sarking, & where required in or about roof or the finishing thereof, shall be clean mill dressed & arris removed.

Principals shall be of the number & spaced as shown on ^{second} ~~fixak~~ floor plan. All woodwork of principals, also all purlines, shall be all heart oregon pine of first class quality, free from bad knots or defects, shakes or damage liable in the opinion of the Architect in any way to endanger the durability, strength, or stability of the work. All this woodwork shall be well seasoned including sarking. Sarking shall be 6" or 8"x 1" T. & G. V. jointed seasoned kauri placed diagonally, & well nailed to close joints. Dimensions of roof timbers shall be as follows, viz: Main rafters 8"x 3", double flitch beams 9"x 2 $\frac{1}{2}$ " each in one full length of principal, struts 6"x 3", fitted together as directed. For ironwork of roof see "ironwork". Stretchers between principals 9"x 3" checked onto bottom washer plates of king bolts & secured on each side with a 2"x $\frac{1}{2}$ " 6" & 6" knuckle iron & bolts. Common rafters over elevator well shall be 6"x 3" , 18" apart centres. Ridges, hips & valleys 10"x 2" oregon. Purlines spaced as shown on section 7"x 2 $\frac{1}{2}$ " oregon, birdmouthed & double checked to rafters & provided with 2" thick wood brackets. Purlines shall be in lengths of two spans with 12" long angle laps which laps shall occur on principal rafters only. . Thoroughly secure same. For iron anchors see "ironwork".

Carefully form all gutters to as much fall as practicable & in no case less clear sectional area than 10"x 6". Provide 2" drips as directed. also cover all gutters with totara batten gratings as required.

Provide a suitable manhole in roof where directed fitted with necessary bolts as directed.

Lay the whole of the floors colored yellow on plans with 6"x 1 $\frac{1}{2}$ " thoroughly seasoned heart of matai to close joints, double nailed, punched & planed level last thing before building is taken over as completed. No short lengths shall be used where long lengths are practicable. Flooring in all cases shall fit up closely to all walls.

Case in steel joists in first floor ceiling with 1" thick dressed kauri boards whole length of joist & of width required. Finish same at bottom edges with 1" beads.

Line the whole of the ceiling of first floor with 6"x 1" T. & G. V. jointed seasoned clean hand dressed kauri to close side joints & double nailed. There shall be no butt joints. Line walls of first & second floor from floor to ceiling line with 6"x 1" T. & G. V. jointed seasoned rimu or kauri vertical boards, each board in one length whole height of wall without butt joint. All lining shall be clean hand dressed & free from all roughness & defects. Top of walls & sides of beams shall be provided with a 6"x 5" approved solid moulding clean dressed & neatly fitted & fixed. Lining on all walls shall be secured to 3"x 1 $\frac{1}{2}$ " totara battens secured to wood bricks in five rows round each storey. All walls of ground floor are included in plastering, which see.

Contractor shall provide in his contract price the sum of one hundred pounds sterling to cover the cost of the supply & fixing complete of ornamental Carrara Coy fibrous plaster to cover ceiling & beams, also necessary battens & cradles for same. Ceiling & cornices shall be provided & fixed & finished by the Carrara Fibrous Plaster Coy for the said sum of £100---& contractor shall not obstruct the employ of said Coy in so fixing & finishing same, & shall allow such employ the use of scaffold therefor free of cost as may be required. The Architect shall determine when such employ as aforesaid shall fix & finish such ceiling, & shall determine as final any dispute or disputes which might occur between the employ of said Coy or the employ of the contractor in this contract should any such disputes occur, & any such disputes shall not involve the Employer or Proprietor, Mr F. J. Grace, in any claims in respect thereof whatsoever.

Outside doors from elevator shaft on ground floor shall be of the size figured on plan. Each door shall finish 3" thick bead & butt framed & boarded diagonally with 2" thick 6"x 1" T. & G. & B. Doors shall be hinged with 3 $\frac{1}{2}$ "x $\frac{3}{4}$ " strong wrot iron hinges, those hinged to iron hooks in brickwork being double straps each 4ft long, & those of outer fold hinging onto inner fold being single but of same metal. From strong hook in wall to end of hinge on second or outer flap the hinge shall be in one continuous length, & there shall be four hinges in height of door. These hinges shall be made very strong & to details obtained from the Architect & shall be securely bolted to doors as required. These outer doors, also the three sets of inside doors to elevator shaft, shall be covered on all sides & edges with 22 gauge best quality galvanized sheet iron well secured with gal iron bolts & approved gal iron nails in a neat & secure manner. There will be no wood door frame to large outer doors as the reveals shall be included in plastering. Provide strong iron tower wrot iron bolts to each pair of iron covered doors & in the case of large outside doors, a 3" dia strong gal iron water pipe bar & sockets as directed, which shall also securely hold doors when closed. Other shaft doors shall be provided with 8" approved Carpenters patent rim locks & strong brass furniture complete. Door jambs of the three inside elevator doors shall be 6"x 5" solid rebated & neatly covered with sheet iron same as doors, to protect same from fire. Each of the three sets of doors shall be hinged with wrot iron hinges made of 2 $\frac{1}{2}$ "x $\frac{1}{2}$ " iron & 2'6" long securely bolted to door.

Studding of wood framed wall of elevator shaft shall be 6"x 3" spaced 18" apart centres.

Door to office shall be to size marked on plan finished 1 $\frac{1}{2}$ " thick kauri framed & double

moulded, the top panel to be in one sheet of 32 oz clear best quality glass. Door shall be hinged by three 4" steel butts to rebated stop chamfered 4"x 3" frame, & provided with best quality approved English mortice lock & ebony furniture complete. Fanlight over door shall be 1½" thick finished, full width of door & to full height of soffit of stairs. fanlight shall be hinged with 4" steel butts & provided with approved strong brass quadrant & cords complete. Side light enclosing office under stairs shall be framed with dado 3ft high & remainder clear glass sashes to correspond with door as approved. Provide complete a 6'6"x 2'6"x 1½" thick kauri 4. P. D. M. door forming cupboard under lower flight of stairs with access from office Hinges & lock same as other door.

Lavatories shall with w. c.s be formed on second floor for the use of males & females as thereon shown. The outer walls also dividing wall between w. c.s shall extend the whole height from floor up to sarking of roof. These partitions shall be built of 4"x 2" scantling framed with studs 2ft apart centres & herring-boned with 4"x 2" at every height of 2'6" extending up whole height of walls. Both sides of these walls shall be lined vertically with same materials & in same manner as specified for walls of same floor. The dividing walls between lavatories & w. c.s shall be 8ft high framed with 3"x 2" studs & lined both sides same as other walls, & finished on top with a neat cap & moulding. All these doors shall be 1½" thick finished 4. P. D. M. kauri, hinged with three 4" steel butts to each door & provided with 6" strong Carpenters patent rim locks & strong brass furniture complete.

Architraves round both sides of lavatories & w. c.s shall be 5"x 1½" & round all other doors & windows on all floors 6"x 1½". All architraves shall be seasoned kauri moulded as approved & clean hand finished..

Skirting round walls of ground & first floor shall be 12"x 1" machine double faced clean hand dressed seasoned kauri in as long lengths as practicable. There will not be any skirting on top floor.

Stairs shall be planned as shown on drawing. Treads 12"x 1½" with moulded nosing & housed scotia, housed, blocked & wedged into 10"x 2" strings finished with neat moulded caps. Newels 5"x 5" turned, balusters 3"x 3" turned & spaced at two to each tread at same distances apart on landings. Handrail 3½"x 2½" moulded totara. Risers 1" thick. Soffit lined same as ceiling of first floor & neatly finished with moulding. Spandril on both sides of stairs on ground floor shall be framed & lined same as walls of lavatories. All parts of stairs shall be made & finished in a complete manner in seasoned kauri & finished for varnishing.

Windows shall be made to sash sizes marked on plan. Back windows shall be made with proper box frames with sashes double hung by ½" dia best quality galvanized flexible all wire sash line over approved steel pulleys, & provided with lvs patent strong steel bronze fastenings & 3" strong brass flush handles one pair to each pair of sashes. Frames of first & second floor front elevation shall be solid & provided with 2" thick (finished) sashes. Two fanlights of first & second floor shall be hinged with 4" all brass strong butts & be provided with Preston's patent strong 16" brass sash adjusters, cords & fittings complete. All other sashes shall be dust tight fixtures. Sashes & frames of all & every description throughout shall be made of thoroughly seasoned heart of totara to details obtained from the Architect. The question of shop front is not included to be constructed of totara, such front shall be constructed of heart of walnut of best straight grained finished for french polishing. This frame shall also be solid & moulded to details provided. This also shall include shop door frame & transome over same. Shop door shall finish 2" thick & made of well figured heart of Sydney cedar heavily moulded & finished as directed. This door shall hinge

with two pairs of 5" silver bronze embossed butts & be provided with best quality mortice shop door lock with embossed face & silver bronze lever handles & plates complete. The hinges, lock & handles shall be of the p. c. value unfixed of £ & shall be selected by the Architect.

The ceiling of porch shall be formed in panels(three) & shall be finished in fibrous plaster slabs & mouldings as directed to the p. c. value unfixed of £ 10--- such sum of £ 10--- to be included by contractor in his contract price & to be expended under direction of the Architect.

Each back window shall be covered with an iron bar grating the whole size of such opening. Gratings shall be composed of 1" galvanized iron water-pipe bars 6" apart centres with top built into concrete head of opening, & bottom into brick sill. The total height of bars shall be strengthened in two places or heights with 3"x ½" iron bars built strongly into reveals of brickwork. Provide a grating of same description whole size of skylight opening over office & made absolutely secure under skylight to prevent illegal entry.

The whole of the sashes of shop front & door, also lower panes of front windows of first & second floor shall be carefully glazed with ½" thick best British plate for four panes on second floor, two panes on first floor & fanlights only of shop front, the centre pane of first floor & three panes of shop front also shop door shall also be best British plate but ½" thick. All plate glass shall be of the very best quality of even thickness & free from any flaws or defects, & shall be carefully set & glazed as directed to render same dust proof & secure. Fanlights of first & second floor shall have 6" wide colored muranese margins & ornamental corners, the inner panes being glazed with white muranese. All muranese shall be heavy best quality & tints shall be selected by the Architect. Bottom panes of all back sashes shall be glazed with ½" thick rough cast rolled plate & the panes of upper sash with 28 oz clear best quality sheet glass of even thickness & free from all defects. Glass of all skylights shall be ½" thick best quality rough cast rolled plate as approved.

----- D A M P C O U R S E .-----

At the position marked "damp course" on section, provide for the whole section & length of all walls & under column, also the whole width of the top surface of concrete sleeper walls with 1½" thickness of best quality mastic asphaltum damp course which shall be procured from & laid by the Neuchatel Asphaltum Coy : Ltd : & the cost thereof included in this contract. The whole of the surface of ground under ground floor & between sleepers & walls & sleepers, after the surface shall have been made uniform & well rammed, shall be covered with 1" thickness of ^{asphalte} ~~asphaltum~~ ~~above described~~, & finished in a first class manner to resist damp.

----- P L U M B E R .-----

Cover the whole of the roof with first class quality Maltroid roofing to be approved by the Architect & lapped & fixed as directed. This shall also include all gutters, valley, & over ridges & hips.

Provide & lay all gutters & valley required in best quality 6 lbs sheet lead, lapped up walls also up roofs not less than 9" & beaded. Provide 2" drips as required. Aprons along all gutters shall be 6 lbs lead properly bedded & fixed. All flashing of roof & front of building also skylights & ventilators & where else required to render building perfectly watertight shall be 6lbs lead fixed as directed.

Ridging & hips shall be covered with 18" girth 22 gauge best quality galvanized iron ridging with $2\frac{1}{2}$ " wide 4 lbs lead edging wiped on each side & wrot into corrugations of iron.

Cover the whole of the roofs with best quality 22 gauge galvanized corrugated iron of such brand & quality as the Architect shall approve. Each sheet shall have two corrugations side lap & not less than 10" end lap, & shall be sufficiently secured with approved patent lead headed nails in a proper manner. No small lengths of iron shall be used where long lengths can be used. Iron shall lap close up to ridges & hips.

Cover the whole of the floor of each w. c. & lavatory with one thickness of Maltroid same as roof & butted at joints. Over maltroid, cover these floors with No 11 sheet zinc well soldered at all joints & lapped up walls behind lining 2" & over batten at doors. Provide in floor of each w. c. & lavatory a $1\frac{1}{2}$ " dia lead overflow & brass grating, connecting the four overflows to a $1\frac{1}{2}$ " gal iron water pipe waste taken out of back wall of building into down pipe. Each floor shall have a slight fall to overflow.

Provide & fix complete in each w. c. a Valcania patent unitas white glazed earthen pan, with solid oak seat & lid with patent brass hinges attached to the special pan fitting. Supply to each w. c. a 3 gallon 22 gauge muntz metal cistern, with approved silent valve & ball cock, & properly supported by neat cast iron brackets at a height of not less than 7ft above seat of fitting. Connect cistern & pan with $1\frac{1}{2}$ " thick stout lead flush pipe & provide strong brass chain & china pull.

Provide & fix two white china wash-hand fittings at the trade value unfixed of 50/- each & including ornamental iron frame & exclusive of taps & plugs. They shall be well secured to walls & properly flashed with 6 lbs lead in approved manner. Provide to each basin a $1\frac{1}{2}$ " stout lead waste trap with brass cleaning nosel also overflow & best plated & grated plug & chain. Continue from traps with a $1\frac{1}{2}$ " gal iron water-pipe waste down to gully trap on ground floor where marked on plan care being taken that the inside of such pipes & joints are free from roughness or defects.

Provide & fix all necessary 4" 6 lbs lead traps & bends for w. c. & other connections & continue as directed down to connection with earth drain pipes with 4" dia cast iron water pipe lead metal jointed in each case & calked to perfect joint. Carry up all vents in similar manner & provide approved Boyle ventilators complete. The fall of all pipes shall be carefully graded to a maximum.

Provide & connect onto toby in Willis Street & supply water with $\frac{3}{4}$ " gal iron waterpipe, well & securely put together & tested, & connect to each basin with $\frac{1}{2}$ " best quality plated H. P. pillar tap, to each cistern with $\frac{1}{2}$ " H. P. copper ball cock complete. Provide in mens lavatory a stand pipe 2ft above floor & provided with $\frac{1}{2}$ " Kelvin brass H. P. tap & hose union connection but no hose.

In all cases all plumbing shall be a strict compliance with the sanitary by-laws of the City.

Gas meter shall be fixed in office on ground floor. Connect onto meter in proper manner & run a $1\frac{1}{2}$ " iron gas pipe to gas fires on ^{first} ~~xxxxnd~~ floor. Branch off from this main with $\frac{3}{4}$ " black iron gas pipe to each other stove shown. Provide all necessary syphons & connections in first class manner. Supply & fix to each gas fire opening a best quality Wilson gas fire of the p. c. value of 60/- each before fixing. Connect up to gas main with $\frac{1}{2}$ " brass pipe & tap in complete manner.

The four skylights shown in roof shall be 22 gauge gal iron Wades patent made in strong & proper manner. Two skylights over w. c.s shall each be a daylight measurement of 5'6"x 5' divided into three panes, the centre pane shall be set in a frame hinged with brass butts & provided with Prestons patent 14" long screw sash adjuster, cords & fastenings complete. Two skylights in main roof shall each be 10'x 6' & a watertight fixture. For glass see glazing.

(b F. J. C. - Willis St. No 11.)

Provide & fix at back end of building where directed, two 4" dia stout cast iron approved socket down pipes lead jointed & well secured, also supplied with necessary bends & shoes to discharge storm water into storm water trap where shown on plan. Spouting over back windows only, shall be 6"x 4" cast iron socket ogee spouting well secured. Supply to head of each downpipe a large strong cast iron hopper covered with proper bird netting as directed.

----- E L E C T R I C L I G H T .-----

Wire from Coys main in Willis Street to the several points marked on plan in blue circles & marked E. L. Each point shall be wired to 32 c/p. The whole electrical installation shall be under control of a suitable approved two pole master switch placed where marked on ground floor & shall be cased in with a suitable cedar & glass hinged door & brass lock as directed. All switches excepting one for lobby light in shop front, which shall be placed behind shop door, shall be placed on each floor on a properly constructed switch board in position directed at each staircase, for convenient control of each floor at landing or leaving same. All switches shall be best quality brass tumbler switch on non-combustible base. . Each point shall be wired strictly to the rules & regulations of the New Zealand Electric Syndicate (Limited) & the New Zealand Fire Underwriters Association. The position of all points, wiring, meter, switches & connections shall be determined by the Architect. The contractor shall provide & fix where necessary, all best quality & sufficient copper best quality insulated wires in patent approved metal conduit casing, also all cutouts, fuses, & all materials for compliance as a complete installation as aforesaid. No workman shall under any circumstances be employed in any part of electrical installation unless recognised as duly qualified & capable. No construction or finish work of building shall be cut away excepting where, & in such manner as the Architect shall direct or approve in each case. The contractor shall procure from the Inspector of the N. Z. Underwriters Association a certificate that the installation is in accordance with the Insurance & Syndicate regulations as a first class fire risk, & shall lodge such certificate with the Architect before any payment shall be made on account of such electrical installation. Wiring shall also include all ceiling bosses & the supply & fitting of a proper rise & fall pendant at each point, with switch holder, 16 c/p lamp & 10" opal shade in each instance. The Architect shall select all fittings & lamps complete.

----- P A I N T E R . -----

The whole of the walnut shop front including also the cedar door shall be French polished in a first class manner to bright hard surface.

Paint the whole of the outside sashes, frames, doors, spouting, downpipes & work usually painted, in four good coats of whitelead & oil paint & varnish over last coat of paint, all sashes frames, & doors. Paint the whole of the walls & ceiling of first floor & inside of lavatories & w. c.s, also elevator doors inside & out, on ground & first floor, & all sashes & frames inside on all floors, in one coat of whitelead & oil paint & two good coats of Bon Accord paint properly Properly stop with white lead putty as directed. The quality & brands of all materials, also all tints shall be determined by the Architect. All paint shall be mixed on the job. Oil in one coat & varnish in two coats of best copal, all woodwork of stairs, office doors & partitions, skirting as directed.

----- F L A G P O L E . -----

Supply & fix a strong first class kauri rika flag pole as directed, fitting into iron socket, see ironwork, provided with gilded hard wood truck, with brass sheave, steel gal wire halyards, & gal iron cleat complete. Paint staff or pole in four coats of paint as specified for outside work.

----- M A T E R I A L S . -----

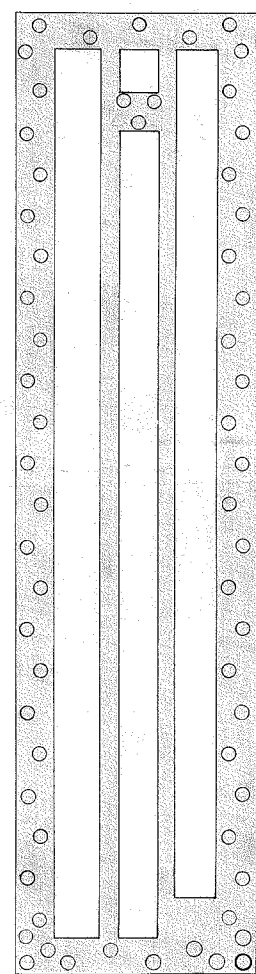
The whole of the materials used & required in any part of the works or the finishing thereof shall be of the best of their respective kinds, free from any & every defect. Timber where specified totara, matai, kauri, cedar, walnut, or oregon, shall be all heart carefully selected, & the remainder of first class quality of building timber. All timber shall be cut to the full dimensions specified, & shall measure such dimensions on the works included in this contract, & shall be rejected if of less dimensions, as not being in accordance with this contract, even though the quality may not be involved. No extreme sap, bark, dead knots, shakes or faults or defects shall under any circumstances be permitted. Flooring, lining, mouldings & finishing materials, & joinery shall be procured with all possible speed after signing this contract, & shall be stacked with sticks in a convenient yard to the approval of the Architect. No payment shall be made by the Employer on account of contract, for any materials which are not upon the site of the building referred to in this contract. Should the contractor fail to procure or neglect to stack such materials as aforesaid, the Architect shall have power to prohibit in such instance, as also with regard to all or any materials, the contractor from fixing or making use of such materials, if in his, (the Architect's) opinion the same are not sufficiently seasoned & fit for use in any portion of the building or the finishing thereof. And in such case, the contractor shall not use such materials until written permission by the Architect to the contractor shall be given for such purpose. The contractor shall not claim any compensation of extension of time for the completion of the building included in this contract whatsoever, beyond that fixed for the date of completion in clause No 6 of printed conditions of contract attached, in respect & for the delay in procuring such materials as aforesaid, or on account of the same being condemned by the Architect, as unfit or unsuitable for the purpose or purposes for which it is proposed the same shall be used, or shall the contractor, or his sureties make any claim whatsoever of any description in respect thereof, it being herein expressly agreed by the parties to this contract. Timber in all cases shall be clean cut, & where specified clean mill dressed, & shall be free from roughness, plane marks or defects, & shall be thoroughly cleaned with glass paper. Where joinery or other such dressed work is specified, implied or required, the same shall be planed clean of all marks or defects, scraped with steel scraper, & fine glass papered in such manner as to present a highly finished surface for varnishing or painting as required. The Architect shall be the sole judge of the suitability & fitness of all materials & labor for the purpose or purposes for which it is proposed the same shall be used.

This is the specification referred to in our agreement dated the day of 1906.

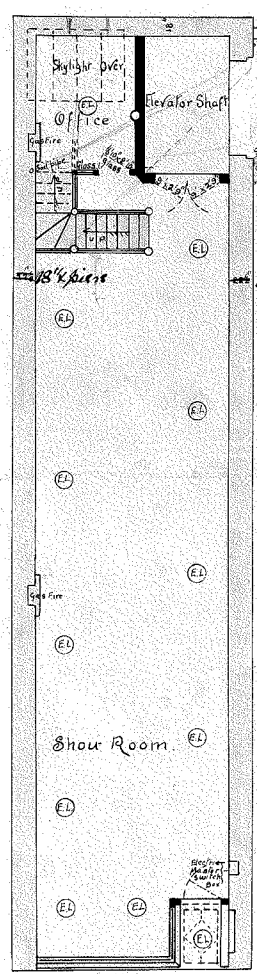
Proposed - Piano - Warehouse - 35 - Willis Street -

Wellington

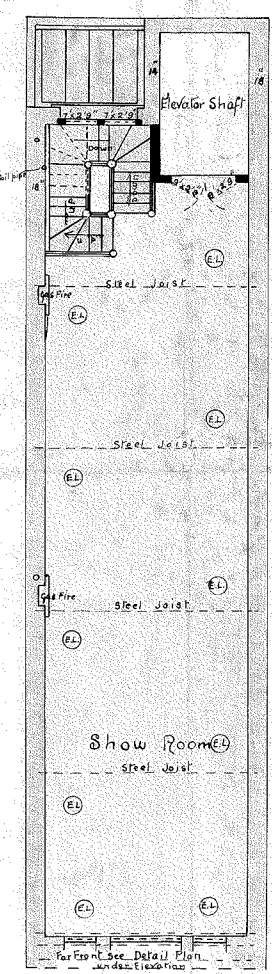
Crossing Highway
at corner
Permit may be issued
7-8-06
R.D. 16



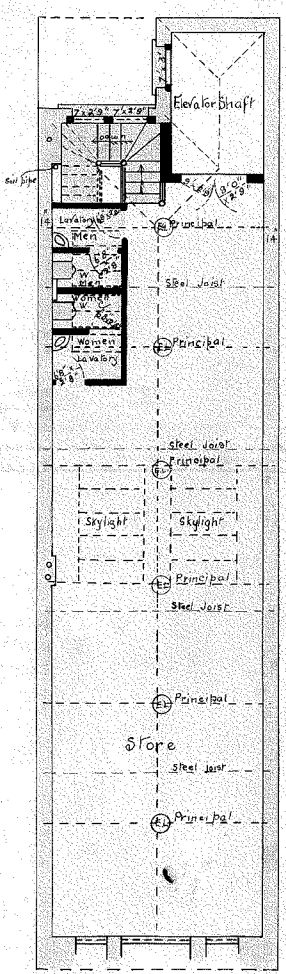
Foundation Plan



Ground Plan

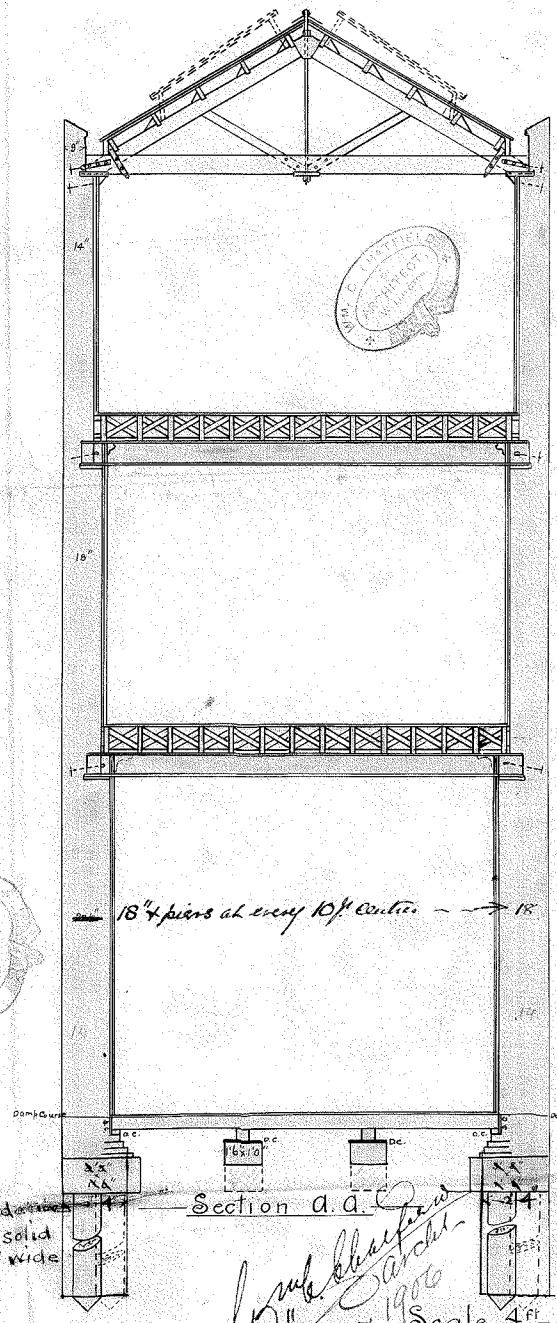


First Floor

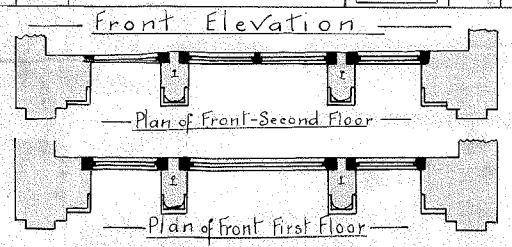
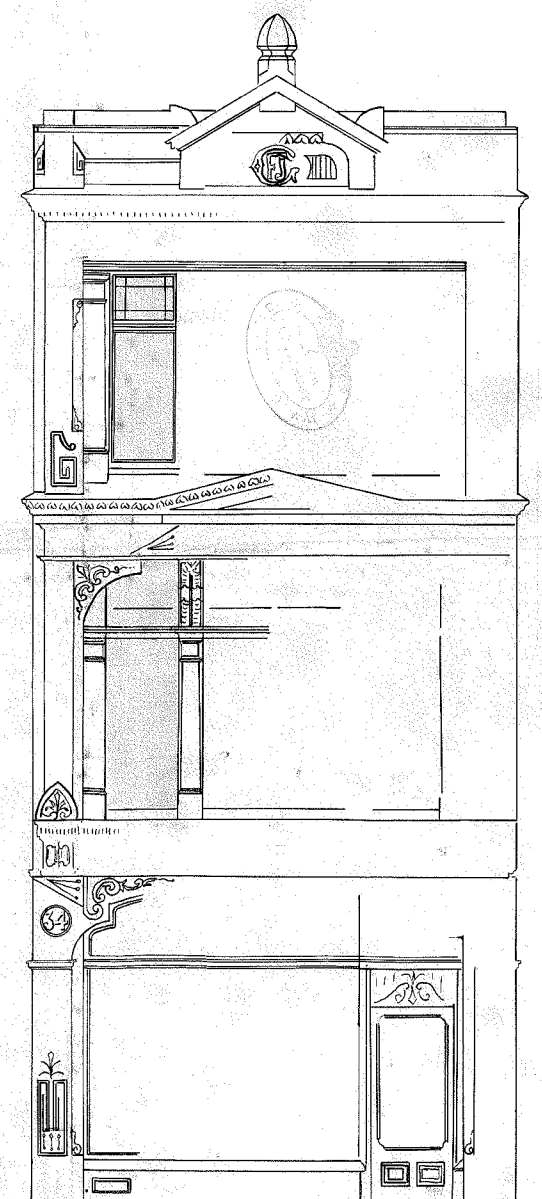


Second Floor

Scale 8" = 1"



Section a-a
10" x 16" floor arches
may 1906
Scale 4" = 1"



Front Elevation
Plan of Front Second Floor
Plan of Front First Floor