[7AT-C-203-5] [00002:2:152]

NO. 152

WAINUI

J. SAUNDERS

AGREEMENT FOR CONSTRUCTION AND MAINTENANCE

OF FLUME AT WAINUI CONTRACT FOR REPAIRS

DEED No. 152.

Particulars of Instrument

J. Saunders.
Waimui Reservoir

Agreement for construction &c of Flume. dated 28.4.1884
Contract for repairs 20.3.1884
do " 23.11.1876.

Received above Documents.

DATE	OUTWARDS	DATE	INWARDS
6.12.39	Solicitor A.P.	12.8.41	TWT

W. & T. LTD. C7975

CITY ENGINEER'S DEPARTMENT,

WELLINGTON.

SPECIFICATION

FOR

Repairs &c. to Dam Waimi-o-mata

6th March 188[illegible]

G. Gonyhrey
City Surveyor

Wellington City Council

Wainui-o-mata Waterworks Extension

Specification of work required to be done and materials to be used in making all necessary repairs to Dam &c. at Wainui-o-mata, in accordance with the accompanying plans and this specification and to the entire satisfaction of the City Surveyor.

The work to be done under this contract comprises, the repairing and strengthening the Face Wall, erecting a Cushion Wall in rear of present Spout Wall, with concrete facing to portion of same, on each side, making good with concrete damaged portions of spout wall of (Dam) & wing wall of outlet to Sinclairs Tunnel, laying three (3) Sets of 7" water mains in lowered out channel and filling under and over same to original surface level also the fixing of the sluice valves with gratings &c. &c. for protection of same and the construction of a platform on wall for their working, and an apron at outlet of pipes, and such other works as may be hereafter specified or are shewn on drawings or that may be reasonably assumed to be included in this contract as necessary for the repair of existing work or for the proper completion of the whole in accordance with the true intent & meaning of this specification and the accompanying plans.

The materials to be used shall be the best of their respective kinds and of the following descriptions.

Cement is to be the best Portland cement of approved brand capable of withstanding a tensile strain of at least 400 lbs to the sq. inch

Shingle for Concrete is to be composed of 3 parts of river washed sand and 7 parts of stone broken to a 2½" gauge, and the whole is to be thoroughly washed and turned over and over until all dust and other impurities are washed away.

This is the Specification referred to in the Contract dated the 29th day of March 1887 between Joseph Sandbrook and the Corporation of Wellington. As witness this and the four preceding sheets of Specification.

Witness J. Wilmshurst Contractor
J. Hunter Town Clerk

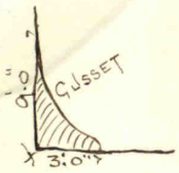
Cement Mortar for grouting the pitched face of slope is to consist of 3 parts of clean washed sharp sand to 1 part of cement.

Rendering is to consist of 2 parts of sand as above to 1 of cement.

Concrete is to be composed of 5 parts of shingle as above specified to 1 of cement, the materials are to be well incorporated together by being thoroughly turned over twice in a dry state and once after the water has been added, and to be deposited in the work immediately after being mixed and carried up in layers not exceeding one foot in thickness and to be well thoroughly rammed. The surface of each layer is to be well roughened with a pick, and swept and well wetted before the next layer is put in; on no account will any concrete or mortar be allowed to be mixed or put into the work except in the presence of an Inspector of the Corporation and no framing is to be taken down without his permission.

The foundations for the cushion wall shall be carried down below the solid rock which shall be jagged out for them as shewn on drawing; the foundations for strengthening portion of face wall to be carried down to the level of bottom of ~~the~~ foundations of Sinclairs tunnel and should the rock not be met with at that depth the wall is to have a footing instead of being jagged out, the walls are to be constructed in accordance with the detail drawings, the new work to be well toothed and keyed into the old as shewn (horizontally & vertically) and the filling in to be well rammed and consolidated in 6" layers; the benches are to be kept entirely free from water and the foundations are to be approved of by the City Surveyor before concreting is commenced.

The back of dam wall is to be rebated in concrete well keyed into the old work, the whole of the back of dam wall after the cavities have been filled in, the side walls on top are to be rendered 3/4" thick in a neat and workmanlike manner and the top of the slope of dam after being well roughened & swept is to be neatly floated over with cement grout 1½" in thickness; the outlet to 24" pipes to be rendered same thickness



Build a gusset on each side at the lower end of the top of dam wall to the height of the present wall, to be of concrete as before specified well keyed into old work.
All exposed surfaces of concrete work (not before specified as to be finished in a particular manner) are to be rendered neatly ¾" thick.

The sides of banks between the front cushion walls are to have all the rocky projections taken off to the line directed and the portions where shewn on plan are to be protected by a face wall of thickness shewn well keyed in, all holes in the banks to be also filled in with concrete.
The coping portion of present face wall where pointed out to be taken down & re-built with concrete as before specified.

Lay three sets of 12" cast iron pipes (at the depth in channel and to the grades directed) bedded on 18" of concrete the filling under which is to be well thoroughly rammed consolidated in 1 ft. layers the joints of pipes to be run in with lead well caulked, and the whole surface of pipes to be then covered with a layer of concrete 12 ft. in thickness and the remaining space of the washed out channel to be filled in up to original surface of ground with material of the best description of a rocky nature, that portion for a length of about 120 ft. behind the new front of face wall to be large rough rock and ~~to~~ for a distance of 50 ft. from outlet, to the outlet, with rock and river boulders and the whole filling to be thoroughly rammed consolidated in layers of one foot as the filling proceeds. Contractor will particularly note that before commencing to ~~replace~~ fill in the bed for the pipes all water must be taken out of the channel which must be kept dry, the water must also be removed from behind wall of dam. A portion of the material for filling in may be taken from one of the banks where marked approximately on plan.
Contractor can use the scouring out tunnel (Sinclairs) for the conveyance of the river water during repairs to wall &c. and to do so he will require to make a temporary dam across the river text an inlet to tunnel but on no account must any channel be cut without the knowledge consent in writing of the City Surveyor.

Build an outlet as shewn at end of 24" pipes also repair make good in concrete the wing walls & outlet to Leclairs tunnel.

The Contractor will be required to provide all tools labor, and all materials with the exception of the pipes lead spacking ~~and~~ the timber for platform, the valves for pipes, the ironwork for grating hood, these articles will be supplied to the Contractor at the Corporation yards Clyde Quay and he must cart them from thence to the work and do everything necessary to fix them in a proper and workmanlike manner and to the entire satisfaction of the City Surveyor or his appointed.

A centrifugal pump and a portable engine will (should he require them) be lent to the Contractor, they will be delivered to him at the Corporation yards, and must be returned by him to the same place in as good order condition as when received by him, any damage being made good at his expense and charged against his contract.

The whole of the works comprised in this contract are to be completed to the entire satisfaction of the City Surveyor in three (3) months from date of acceptance of Tender by the City Council, and must be maintained for a further period of two (2) calendar months after completion; the penalty for non-completion within the time stated will be strictly enforced, and the wages of the Inspector for every day the Contract time is exceeded will be charged against the Contractor and deducted from any moneys due him by the Corporation on account of this contract.

Contractors will have the free use of the existing Tramway from the Dam to the hills for conveyance of materials to and from the Dam but must keep in repair, and keep shut, the gate across the line & shall not allow the side of the dam line to become a public thoroughfare, and shall be held responsible to the Corporation for any loss the Corporation may be put to by reason of any breach of this condition.

(4)

Intending Contractors are advised to visit the ground and see for themselves the nature and extent of the works required to be done, before sending in their tenders.

Thos F. Chartres
Witness



An Agreement made the twenty eighth day of April One thousand eight hundred and eighty four Between Joseph Saunders of Wellington Contractor of the one part and The Mayor Councillors and Citizens of the City of Wellington (hereinafter called the Corporation) of the other part Whereas the said Joseph Saunders has agreed with the Corporation to execute and do the works and things hereinafter specified and to enter into the Covenant on his part hereinafter contained in consideration of the payment to him by the Corporation of the moneys in that behalf hereinafter mentioned Now it is hereby Agreed between the said parties hereto as follows:

1. The said Joseph Saunders shall for the price or sum of Three hundred pounds payable as hereinafter mentioned construct on or before the twelfth day of May One thousand eight hundred and eighty four (time being hereby expressly agreed to be of the essence of the contract) the flume and other works mentioned or referred to in the annexed Specification (Identified by the signatures thereon of the said Joseph Saunders and the Town Clerk to the Corporation) and will perform such maintenance of the said works as also specified in the said Specification

See clause 5

2. The said works shall be executed according to the said Specification ~~and all such other works and things shall be executed and done by the~~ said Joseph Saunders as shall be necessary for the effectual completion and due maintenance of the works hereby contracted for all which matters shall be done within the contract time and be deemed to be included in the aforesaid price, it being hereby expressly declared that the true intent and meaning of these presents is that the said Joseph Saunders shall for the aforesaid price effectually bring the required water into the said concrete race so as to be available for the purpose required and

that if the same cannot be done according to Specification the same shall be done and maintained by him in some other manner to the satisfaction of the City Surveyor (equally good and workmanlike and ~~workable within the Contract time and price~~

3. The Corporation shall pay to the said Joseph Saunders the said sum of three hundred pounds at the times and in manner following (that is to say) The sum of two hundred and seventy pounds upon the Certificate of the City Surveyor that the said works have been constructed and completely finished to his satisfaction and the balance at the expiry of the period of maintenance upon the Certificate of the City Surveyor that the said works have been duly maintained.

4 The said Joseph Saunders for the consideration aforesaid hereby covenants with the Corporation that he will not at any time make any claim upon the Corporation under or in respect of his present Contract with the Corporation of the 20th day of March 1884 by reason of the works hereby contracted for or by reason of any damage or injury real or alleged, primary or contributory caused by or in consequence of such works to the works comprised in such other contract or any other claim which he would not have been entitled to make had this present agreement never been made or the works hereby contemplated never been constructed begun or attempted nor will he the said Joseph Saunders plead any defence or excuse of the foregoing nature in any proceedings that may take place between him and the Corporation in respect of the said Contract of the twentieth day of March 1884

5 In lieu of the provision in clause 1 as to time being of the essence of the Contract a penalty of £5 shall be deducted for every day or fraction of a day after the Contract date during which the works shall not be completed

In Witness whereof the said Joseph Saunders has hereunto set his hand and seal and the Corporation has caused its Common Seal to be hereunto affixed the day and

This is the Specification referred to in the annexed Agreement dated 28 April 1884 between Joseph Saunders and the Corporation of Wellington. It is contained in this and the next sheet of paper

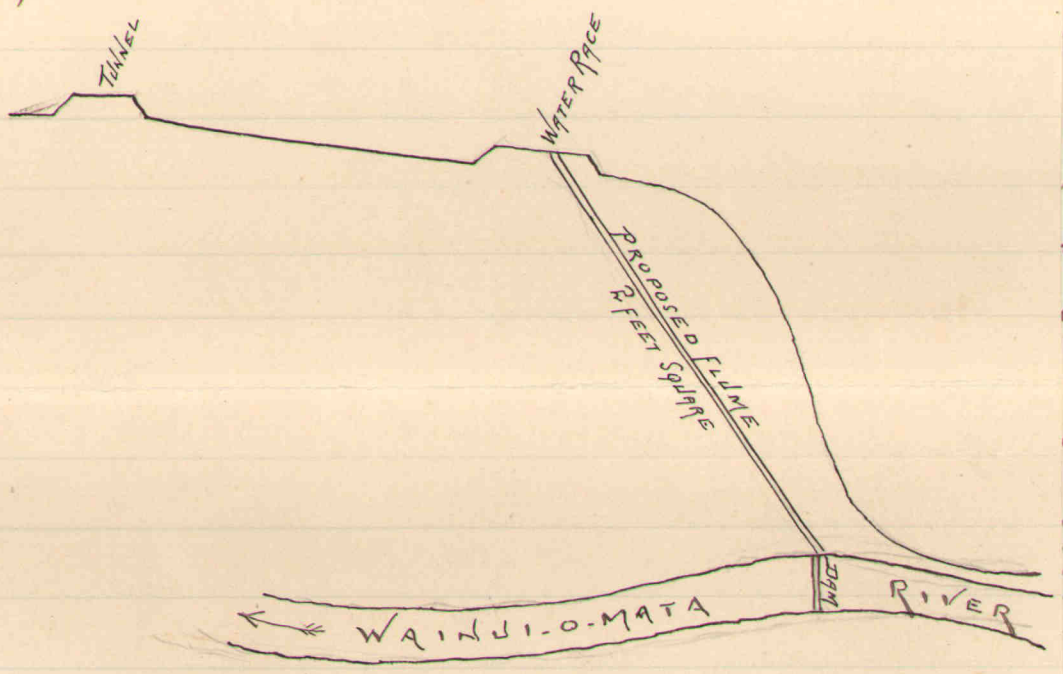
Saunders

Thos J. Martin Town Clerk

Wellington City Council

Specification and Sketch showing approx-imately the position and nature of work proposed to be done for supplying the City of Wellington with water from the Wainui-o-mata River.

The Work proposed to be done consists in the construction of an open timber race or flume 2 feet x 2 feet from the covered concrete Race to a point on the Wainui-o-mata stream about Eighteen and a half (18½) chains above the entrance to the concrete Race, and the damming by means of bags filled with earth, the stream at that point sufficiently high to divert the required quantity of water into the timber Race, and thence into the covered concrete Race. The flumeing is to consist of six (6) 12" x 1½ white pine planks nailed together and to framing and carried partly on the ground and partly on trestle work at an uniform grade of about 1⅓ inches per chain



The above works to be maintained in good

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Thos J. Martin
Town Clerk Wellington

condithai and good working order until the satisfactory completion of the Contract with the City Council dated 20th March 1884 for Repairs to Dam &c, Wainui-o-mata.

The above works and maintenance are to be done in a good and workmanlike manner and to the satisfaction in all respects of the City Surveyor

The Contractor is to provide all Labor tools materials and everything necessary to complete the work to the satisfaction of the City Surveyor.

Joseph Seamans Contractor

Thos. J. Martin Town Clerk

Thos J. Martin
Town Clerk Wellington

year first above written

Signed Sealed and Delivered by the above named Joseph Saunders in the presence of

Joseph Saunders

Thos J. Martin
Town Clerk
Wellington.

The Common Seal of the Mayor Councillors and Citizens of the City of Wellington was hereunto affixed in the presence of

Thos J. Martin
Town Clerk
Wellington

SEAL OF THE CORPORATION OF WELLINGTON INCORPORATED 1870

We the undersigned **Robert Greenfield** and **Thomas William Young** the Sureties for the said Joseph Saunders in respect of the said Contract of the twentieth day of March 1884 **hereby respectively consent** to the above Deed and to the works thereby contemplated and undertake not to claim any release or discharge from our Suretyship by reason of the said Deed or of anything to be done in pursuance thereof or by reason of the works thereby contemplated.

Dated this twenty eighth day of April 1884

Witness to the signature of the said Robert Greenfield

J. E. Page
City Steward
Wellington

R Greenfield

Witness to the signature of the said Thomas William Young

Thos J. Martin
Town Clerk Wellington

Thos J. Martin

Dated 28 April 1884

No. 998 157a

Wellington City Council

WELLINGTON 30 4 84 V

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Mr Jos. Saunders

— with —

The Corporation of Wellington

Agreement for construction and maintenance of flume at Waimi-o-mata.

C. of H. W and 39

Consent of

Messrs R. Granfield and T. W. Young, Sureties, thereto

J. J. Martin
City Solicitor
Wellington

Agreement made the twentieth day of March one thousand eight hundred and eighty four Between Joseph Saunders of Wellington Contractor (hereinafter called the Contractor) of the one part and The Mayor Councillors and Citizens of the City of Wellington a Corporation constituted under the Municipal Corporations Act 1876 (hereinafter called the Corporation) of the other part Whereas the Corporation invited tenders for the works and things hereinafter mentioned and have agreed to accept the tender of the Contractor for the same at the price of three thousand four hundred and twenty six pounds thirteen shillings Now it is hereby agreed as follows

(1.) The Contractor shall for the said sum of three thousand four hundred and twenty six pounds thirteen shillings execute and do the several works and things specified in the Specification hereunto annexed (and further identified by the signatures thereon of the Contractor and the Town Clerk of the Corporation) and in the three drawings identified by the signatures aforesaid thereon according to the said Specification and drawings and to the General Conditions also hereunto annexed (and further identified by the signatures aforesaid thereon) and will perform such maintenance of the said works as is specified in the said Specification and General conditions and generally will perform and observe all the stipulations contained in such

specification and general conditions which are to be performed or observed on the part of the Contractor
(2) The Corporation shall pay to the Contractor all moneys to become payable to him under this present contract as and when the same shall according to the true intent and meaning of this contract become payable and generally shall perform and observe all the stipulations contained in the said specification and general conditions which are to be performed or observed on the part of the Corporation
(3) All the powers authorities and remedies reserved and given to the Corporation or to the Wellington City Council by the said specification and general conditions in the case of delay death or insolvency of or on the part of the contractor or in any other case or event whatsoever shall and may be had and exercised by the Wellington City Council according to the true intent and meaning of the said specification and general conditions and that without any let or hindrance on the part of the contractor or of any other person or persons whomsoever
(4.) The Contractor has paid to the Corporation the sum of one hundred pounds as a deposit in accordance with the twelfth general condition
(5.) The date borne by these presents shall for the purposes of the said specification and General conditions be deemed the date of the acceptance of tender
In witness whereof the said

Joseph Saunders has hereunto set his hand and seal and the common seal of the said Corporation of Wellington has been hereunto affixed the day and year first above written

Signed sealed and delivered by the above named Joseph Saunders in the presence of

Jos Saunders
Well

Thos L. Martin
Town clerk
Wellington.

The common Seal of the said Corporation of Wellington was hereunto affixed in the presence of

THE CORPORATION OF WELLINGTON

Geo. Fisher,
Mayor

Thos L. Martin
Town Clerk

CITY ENGINEER'S DEPARTMENT,

WELLINGTON.

~~SPECIFICATION~~ .

General Conditions

FOR

Repairs to Wainuiomata Dam

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These are the General Conditions referred to in the Contract dated the 20th March 1884 between Joseph Saunders and the Corporation of Wellington. They comprise this and the three next-succeeding sheets of paper.

CONDITIONS OF CONTRACT.

Joseph Saunders Contractor

Thos. F. Martin Foreman

1. The contractor shall execute the whole of the work according in every respect to the drawings and the true meaning and intent of this Specification, in the most substantial and workmanlike manner, with the best materials of their respective kinds, and to the entire satisfaction of the City Engineer for the time being.

2. Should any material or workmanship of an inferior or different character to that described be discovered by the Engineer, or other person whose duty it may be to inspect the work, the contractor shall immediately remove the same upon being ordered to do so, and at once replace the same with proper material, and no material which has been previously condemned shall be used in any portions of the works.

3. All scaffolding, tools, and other materials necessary for the due completion of the work shall be provided by the contractor.

4. The Engineer shall be sole judge in all matters or questions arising out of this contract, and of quality of material, or workmanship, meaning of specification, rate of progress, and general management of work.

5. Should there be any variance between the drawings and specifications, or anything omitted therefrom, but which the Engineer may deem necessary for the due execution or the stability of the works, the contractor shall be held to have calculated for the work being done in the best possible manner, and shall so perform the same. The contractor, in estimating, shall include everything usually appertaining to the different works, although each minute article or work may not be distinctly specified, but which, in the opinion of the Engineer, may be necessary for the thorough stability and completion of the work.

6. All pre-paid work or material brought upon the ground for use therein is to be considered the property of the City Corporation as soon as it has been passed by the Engineer, and the contractor shall not take away such work or material without the written authority of the Engineer, the material and tools to remain at the risk of the contractor. The

7. The contractor will be held responsible for any injury that may befall the work during its progress, as also during any time for which he may have contracted to maintain it; and will also be held responsible for all materials for which he may have received an advance. or loss by floods weather or otherwise and shall be bound on the expiry of the period of maintenance to deliver the whole of the works in good and sufficient repair to the satisfaction of the Engineer The

8. Should the Engineer in charge think proper to make any alteration, additions, or omissions from the work contracted for, or the finishing thereof, such shall not vitiate the contract, but the value of the same shall be ascertained and added to or deducted from the amount of the contract, as the case may be. No extra work shall under any circumstances be allowed for, unless a written order for the same shall be given to the contractor by the Engineer, and the contractor's estimate of cost or deduction sent in and approved previous to the commencement of such work.

The 9. The word "Contractor" in the Specification and these conditions shall mean "Contractors" The

~~9. Should the contractor not proceed with sufficient expedition in the performance of the works, or not execute the same in compliance with the terms of specification or drawings, it shall be in the power of the Engineer, on behalf of the Corporation, to take the works wholly, or in parts, out of the hands of the contractor, and to complete the same, or any part of them, at the sole charge of the contractor or his sureties.~~ The

The when two or more persons tender or contract jointly for the work The

10. The Engineer may order the discharge of any workman for incompetency, misconduct or other reasonable cause, and such order shall forthwith be carried out by the contractor.

11. The whole of the works are to be completed to the full and entire satisfaction of the Engineer in three months from the acceptance of the tender. Should the contractor neglect or fail to complete his contract by the time specified, he shall pay to the Corporation the sum of £5. per day as liquidated damages for each and every day beyond the time specified until the whole is completed, and a certificate to that effect shall be given by the Engineer to the contractor, and this money may be deducted from any moneys due, or that may become due, to the contractor from the Corporation on account of the contract.

12. The lowest or any tender will not necessarily be accepted. All persons tendering will be required to send in with their tenders the names of two approved sureties who will be willing to enter into a bond in the sum of £500. for the satisfactory completion of the contract. All persons tendering shall also send in with their tenders an initialed cheque for the sum of £100. as a guarantee of good faith; the same to be returned upon the satisfactory completion of the work.

13. The money required to be paid to the contractor for the execution and completion of the above-described works shall be paid at such times and in such proportions as the Engineer shall direct 80 per cent ——— at least of the value of the work done and material deposited on the site of the works and appproved and passed by the Engineer, shall remain in the hands of the Corporation until the whole work is satisfactorily completed, and a certificate shall have been given by the Engineer to the contractor containing his approval of the work.

14. The contractor is at his own expense to do all things required to be done by the Council under the provisions of section 212 of "The Municipal Corporations Act 1876," and under the provisions of any other section of that Act, or of any Act amending the same, which may be requisite for preventing accident, injury, or damage in like manner to all intents and purposes as the Council itself is bound to do in the same, and the contractor is to be responsible to the Council for and indemnify them against any loss, damage, or cost which may be incurred or sustained by the Council by reason of any neglect on the part of the contractor to comply with or perform this condition.

15. The word "Engineer" in these conditions shall mean the Engineer or Surveyor for the time being employed by the Corporation of the City of Wellington.

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~~16. The contractor shall not sublet any portion of the works, nor enter into any sub-contract for the execution thereof, or any portion thereof, or assign all or any of the moneys payable or to become payable under the contract, or all or any part of any other benefit whatsoever, arising or which may arise under the contract, without the consent in writing of the Minister. And notwithstanding any assignment, made without such consent, of all or any part of the moneys payable or to become payable under the contract, the payment of the same when due to the contractor personally, shall to all intents and purposes be a good and sufficient payment of the same, so as to discharge the Corporation from liability in respect thereof, and that whether or not notice of any such assignment shall have been given to the Council, by or on behalf of the assignee.~~

16 The ~~17~~. The workmen, tradesmen, and labourers of every class employed on the works to which these conditions refer, shall be paid their wages in full, in money current in the Colony as cash, at least once in every fortnight, and no ticket or other system of payment by provisions, liquors, or goods will on any pretence be allowed, nor shall the contractor, or any person or persons employed by him or in any way connected with him establish any shop for the supply of liquors, provisions, or goods, nor shall the contractor oblige his workmen to take provisions, liquors, or goods, of any kind from any person in particular. The workmen of every class shall be paid on the works if it be possible, or in some building adjoining, and in no case shall they be paid at a public-house or other place where liquors or refreshments are sold. If the contractor shall at any time during the continuance of the contract commit or suffer a breach of this clause, then and in every such case, and as often as the same shall happen, it shall be lawful for the Council, without any notice to the contractor, or any further process of law, to deduct from any moneys that may be due or owing to the contractor under the contract, or that thereafter may be due or owing thereunder, a sum of fifty pounds. Such sum shall be taken and deducted as and for liquidated damages for a breach of this clause as aforesaid. But the exercise of the power hereby given shall be without prejudice to the exercise of any other power, right or remedy reserved or given to the Corporation or City Surveyor under this contract, in respect of any such breach as aforesaid or otherwise howsoever. And the City Surveyor shall be the sole judge of the fact whether a breach of this clause has or has not been committed.

17. The ~~18~~. If the contractor shall become bankrupt, or shall die before the final completion of the contract, then it shall be lawful for the Council, summarily, and of their own authority, and without any process of law for that purpose, to take possession of the works, and to take them out of the hands of the contractor, or of his administrators or executors, or of the assignees or trustees of his estate, and to carry them on at the option of the Council either in the manner and subject to the conditions provided in subclause (A.), or in the manner and subject to the conditions provided in subclause (B).

Provided that in the application of the said subclauses (A.) and (B.) under this present clause, the word "Contractor" shall include the contractor's administrators or executors, or the assignees or trustees of his estate, as the case may require.

The term "bankrupt" shall include the making of an assignment for the benefit of or a composition with creditors, or in any way taking the benefit of or being brought under the operation of any Act for the time being in force for the relief of debtors, bankrupts, or insolvents.

(A.) The Council may, on giving written notice to the contractor of their intention so to do, take the work out of the contractor's hands, and carry it on under the direction of the City Surveyor.

In which case, all rights and privileges which the contractor may have had under the contract shall from and after the delivery of such notice as aforesaid cease and determine, except in so far as is otherwise hereinafter provided in this present subclause; and it is declared that, if on the final completion of the works it be found that the balance of the contract price remaining unpaid, if any, and the deposit money and percentages or retention money, together with the value of the materials, plant, and machinery aforesaid, after that which remains thereof, if any, shall have been sold in any way that may appear to be most advisable to the Council, is not sufficient to meet the outlay incurred in completing the works in all respects, and to pay for damages, if any, incurred by non-completion of the works within the contract time, as provided in clause 11 hereof, then the contractor, his executors or administrators, shall be bound to pay to the Council, the surplus expenditure above such balance and other sums as aforesaid. But if, on the other hand, the works shall be complete within the contract price, after paying for damages, if any, incurred by non-completion of the works within the contract time, as provided in clause 11 hereof, then there shall be paid to the contractor, his executors, administrators, or assigns, such balance as may be ascertained by the City Surveyor to be due to him or to them, including the deposit money and percentages or retention moneys, if any, but without any interest thereon; and the City Surveyor may grant authority to the contractor or his representatives for the removal of all surplus materials, plant, and machinery, if any, remaining on the works after their completion, if not sold as before mentioned. But it is expressly provided that, in the event of any materials, plant, or machinery, being returned to the contractor or his representatives, or being allowed to be removed by him or them as aforesaid, or being sold as aforesaid, the Council shall not be in any way liable for any loss, diminution, wear and tear, or injury such materials, plant, or machinery may have sustained before, during, or after the completion of the work. It is also expressly agreed that the exercise by the Council of the power herein given to take the work out of the contractor's hands, and to carry it on under the direction of the City Surveyor, shall not debar the Council from afterwards exercising the powers given in subclause (B.) of this present clause 18.

(B.) Or the Council may, on giving written notice to the contractor of their intention so to do, take the works out of the hands of the contractor, and re-let the works to another contractor, hereinafter called the second contractor, and that either after advertising for tenders or without doing so, as the Council shall think fit, and from and after the delivery of such notice as aforesaid all rights and privileges which the contractor may have had under the contract shall cease and determine, except in so far as is otherwise hereinafter provided in this present subclause (B).

In which case it is hereby declared that the materials, plant, and machinery, if any, which may be in, near, or upon the works, for the purpose of being employed in or about the same, shall remain the absolute property of the Council; and the said materials, plant, and machinery being regarded as in the nature of value rendered or work done by the contractor under the contract, the works shall be let to the second contractor with the same remaining on or about them: Provided that it shall be lawful for the City Surveyor, should he consider any portion or portions of the same to be unsuitable or not required for purposes of completing the works, to cause such portion or portions to be sold in any way he may deem advisable.

If the balance of the Contract price remaining unpaid together with the deposit money percentages or retention moneys and the amount if any obtained by the sale of such portion or portions of the materials plant implements and machinery is not sufficient to meet the sum which shall be agreed to be paid to the Second Contractor for the completion of the works then the Contractor shall pay to the Council a sum of money equal to the excess of the sum so agreed to be paid to the second Contractor over and above such balance and other sum as aforesaid.

It is further provided that if the City Surveyor shall think that owing to the Contractor not having made sufficient progress with the Works or to delay caused directly or indirectly by other default of the Contractor the Works cannot be completed by the Second Contractor within the time originally fixed under the Contract for their Completion then the Council shall when they relet the Works to the Second Contractor give such extension of time for their completion as the City Surveyor shall decide to be necessary; and the Contractor shall then pay to the Council a sum of money equal to the damages which would have been incurred, calculated as provided in Clause 11 hereof for a delay in the Completion of the Works equal to the extension of time so granted; and such sum may be deducted from any moneys then or thereafter payable to the Contractor.

18 The Contractor shall not sublet any portion of the works nor enter into any sub Contract for the execution thereof or any portion thereof or assign the deposit money or all or any of the moneys payable or to become payable under the Contract or all or any part of any other benefit whatsoever arising or which may arise under the Contract without the Consent under Seal of the City Council And if the Contractor shall so Sublet or Sub Contract or assign or shall attempt or affect so to sublet or sub-contract or assign without such consent then and in any of such cases the deposit money and all moneys payable or to become payable under the Contract shall be absolutely forfeited to the City Council and neither the Contractor nor the assignee shall have any claim or right to the payment thereof and such forfeiture shall not release the Contractor from any other liability to which he may be subject for breach of the Contract

19 The Contractor is required to satisfy himself of the correctness of the information of every kind contained in the drawings and Specification as he will have no claim on account of any errors or inaccuracies that may be found in such documents after the Works have been Contracted for and the Contractor is further required to inform himself completely and thoroughly of every circumstance connected with the work and to provide in his tender for every contingency that may arise

20 It shall be lawful for but not obligatory on the City Engineer to direct the Contractor to carry out the works in such order and in such manner as the Engineer shall deem fit and if the Contractor shall fail to make such progress with the Works as the Engineer shall deem sufficient to insure their completion within the specified time or if he refuse or fail in the opinion of the Engineer to use due diligence in carrying out any particular part of the work which the Engineer shall have directed him in writing to carry out or if he shall use or employ bad or insufficient material or shall execute any work in any imperfect manner or not to the satisfaction of the Engineer or shall fail to employ what in the opinion of the Engineer is a sufficient number of men on the Works and if he shall fail or neglect to rectify any such cause of complaint for seven days after being thereunto required in writing by the Engineer or if the Contractor shall in the judgment of the Engineer commit a wilful breach of the Contract then and in any of such cases it shall be lawful for the City Council to do at their option any of the following things namely:

(1) The City Council may on giving written notice to the Contractor of their intention so to do forthwith cause additional men to be employed and additional materials plant implements and machinery to be purchased and the cost of so doing may be deducted from any moneys then due or which may thereafter become due to the Contractor and the City Council may use all or any of the materials plant implements and machinery which may be in near or upon the Works for the purpose of being employed in or about the same without payment or compensation to the Contractor whether for the use of or on account of any loss or injury which may happen to such materials plant implements or machinery And it is hereby expressly agreed that the exercise by the City Council of the power herein given to cause additional men to be employed shall not debar the City Council from afterwards exercising any other powers otherwise provided under this or any other condition forming part of the Contract.

(2) Or the City Council may exercise the powers given in and generally proceed under subclause A of Condition ~~12~~ 17 Thu and that without being debarred from afterwards proceeding under subclause (3) of this present condition.

(3) Or the City Council may Exercise the powers given in and generally proceed under subclause B of Condition ~~12~~ 17 Thu

(4) Or the City Council may on giving written notice to the Contractor of their intention so to do absolutely determine this Contract without further process and from and after the delivery of such notice as aforesaid the Contract shall be absolutely determined and on such determination the money which shall have been previously paid to the Contractor under the Contract shall if the City Council in their discretion think fit, be deemed to be the full value of the work executed and shall be taken and accepted by the Contractor in full payment and satisfaction of all claims and demands under the Contract and the deposits and percentages or retention money and also all materials plant implements and machinery then being in or upon the works or near thereto for the purpose of being used or employed in or about the same shall remain the absolute property of the City Council.

21 Should the Sureties named in the Tender not be approved of by the City Council the Tenderer shall find approved sureties within three days after such non approval shall be notified to him and failing his so doing the amount deposited with the Tender will be absolutely forfeited to the City Council.

22 The Contractor shall provide for effectually securing the several portions of the work from injury or loss by flood weather or from any other cause as occasion may require or as the Engineer may direct and if the Contractor should refuse or fail to do so for Six hours after receiving written Notice in that behalf it shall be lawful for the Engineer to employ men and to use any materials plant implements and machinery then being on or near the Works and to purchase other materials plant implements and machinery and to cause such work to be done and such other steps to be taken as may be necessary for insuring the Safety of the Works and the cost of doing the same shall be deducted from any moneys then or thereafter payable under the Contract.

23 The Contractor shall be liable for any accident damage or injury whatsoever to the public or to any individual which may be caused by his operations during the progress of the Works or during their maintenance

24 No Certificate given to the Contractor for the purpose of any progress payments shall prevent the Engineer at any future time before the termination of the Contract from rejecting all unsound material or improper workmanship and notwithstanding the giving of any Certificate that portion or the whole of the Works have been satisfactorily performed the Engineer may require the Contractor to remove and amend at any time previously to the final payment on account of the Construction or maintenance of the Works any work that may be found not to be performed in accordance with the Contract or any material used that may be found to be unsound or not in accordance with the specification and the Contractor must remove and amend at his own cost All such work and material where so required notwithstanding any approval given by the Engineer.

Jno F. Scanlan
Witness

Dated 20th March 1884

WELLINGTON 24 APR 84

3101

The Corporation of Wellington

with

Mr J. Saunders

1527

Contract for repairs at Wainui ornata Dam

c.g.c

No 5b

D. D. Martin
City Solicitor
Wellington

Know all men by these Presents that we Joseph Saunders of the City of Wellington Merchant Edward William Wiles of the City of Wellington aforesaid Merchant and Robert Fearnside of the same City Gentleman Lawyer and Timber Merchant Thomas White Young of the said City Merchant and Charles McKillop of the said City Merchant are held and firmly bound to the Mayor Councillors and Citizens of the City of Wellington incorporated under the provisions of the "Municipal Corporations Act 1867" and the "Municipal Corporations Act Amendment Act 1868" hereinafter called the "The Corporation" and their Successors in the sum of Four thousand two hundred and ninety nine pounds to be paid to the Corporation their Successors or Assigns for which payment to be well and truly made we bind ourselves and each of us our and each of our heirs executors and administrators firmly by these Presents. Sealed with our Seals **Dated** this twenty third day of November One thousand eight hundred and seventy six

Whereas the above bounden Joseph Saunders has this day Contracted with the Corporation for the execution of certain Water works the said Contract being annexed to these Presents and the said Joseph Saunders and the above bounden Edward William Wiles Robert Fearnside Thomas White Young and Charles McKillop have agreed to enter into this Bond for securing the due performance by the said Joseph Saunders of the said Contract **Now** the condition of the above written Bond or obligation is such that if the said Joseph Saunders shall and do in every respect fully and faithfully perform

the said Contract hereunto annexed to the full intent of the same then the above written Bond or Obligation shall be void otherwise the same shall remain in full force and virtue

Signed sealed and Delivered by the said Joseph Saunders Edward William Wilks and Robert Trenfield (the word "ourselves and each of us bind himself our and each of" having been previously interlined in the first page) in the presence of

Joseph Saunders
Edwd Wm Wilks
Robert Trenfield
Thos Young
Charles McKay

Wm Thos Lake Travers
City Solicitor
Wellington

Signed sealed and delivered by the above bounden Thomas Wright Young and Charles McKay (the above memorandum having been previously read) in the presence of :—

Wm Thos Lake Travers
City Solr
Wellington

dft 10/-
Ins £5

This Deed

Made the twenty third day of November One thousand eight hundred and seventy six **Between** Joseph Saunders of the City of Wellington in New Zealand Contractor of the one part and The Mayor Councillors and Citizens of the said City hereinafter called "The Corporation" of the other part **Witnesseth** that the said Joseph Saunders for himself his heirs executors and administrators so far as the Covenants agreements and stipulations hereinafter contained are to be performed or observed on the part of him the said Joseph Saunders his executors administrators and assigns **Doth** hereby covenant and agree with the Corporation and their Successors **And** the Corporation for themselves and their Successors so far as the covenants agreements and stipulations hereinafter contained are to be performed or observed on their part **Do** hereby covenant and agree with the said Joseph Saunders his Executors x x x administrators and assigns in manner following (that is to say)

1. **That** the said Joseph Saunders his executors administrators or assigns shall and will in all respects subject to and in accordance with the Specifications drawings plans and General Conditions hereunto annexed construct make Complete and maintain and do and perform all the works and supply all the plant and materials which are by the said Specifications to be supplied by the Contractor whether such works plant and materials are described or referred to in the said Specifications drawings plans and General Conditions or are extra or in addition thereto within the time and in the manner in the said Specifications and General Conditions mentioned

2. **That** the Corporation and their Successors will subject to the provisions contained in the said Specifications and General Conditions for increase and decrease in case of extras or deductions pay to the Contractor for the construction and execution of the said works and the maintenance thereof as aforesaid and for the supply of all such [illegible] materials as the Contractor is to supply under this Contract as aforesaid the sum of

seventeen thousand one hundred and sixty five pounds — and will make payments to the Contractor at the rate and at the respective times and upon the terms and conditions mentioned in the said Specifications and Conditions

3. **The** said Joseph Saunders his executors administrators and assigns shall and will indemnify the Corporation and their Successors from all actions suits proceedings expenses claims and demands whatsoever arising out of or in anywise connected with any act or thing done by the said Joseph Saunders his executors administrators or assigns in the execution of the said works or omitted or committed by him during the progress thereof.

In witness whereof the said Joseph Saunders has hereto set his hand and Seal and the Seal of the Corporation has been hereunto affixed the day and year first above written —/

Signed sealed and Delivered
by the said Joseph Saunders in the presence of

Wm Thos Lambton
Solicitor
Wellington

The Seal of the Mayor Councillors
and Citizens of the City of Wellington
was hereunto affixed in the presence of

152 ~~and~~
with 2
other deeds

ENCLOSURE
ENGINEER'S OFFICE HOURS
9.30—11 A.M.

Wellington City Council

(CITY ENGINEER & SURVEYOR'S OFFICE)

Memorandum for The Town Clerk

24th May, 1900.

Re Water-works.

Dear Sir,

I enclose you herewith an old & very much damaged contract in connection with works at Wainui-o-mata which ,I think ,should be in your possession .It was wrapped up with some of the old drawings.

Yours faithfully

R. Rowthwaite