

No. 5913 *Quinta*

the ground for the purpose of the proper execution of the works, and have no tenancy, the Contractor — shall not sub-let the works, or any part thereof, without the approval of the Architect.

Third. Should the Proprietor — at any time during the progress of the said works require any alterations of deviations from additions to or omissions in the said Contract, Specifications or Plans, — shall have the right and power to make such changes or changes, and the same shall in no way injuriously affect or make void this Contract; but the difference for work omitted, shall be deducted from the amount of the Contract. By a fair and reasonable valuation, and for additional work required in alterations, the amount based upon same prices at which Contract is taken, shall be agreed upon before commencing additions, as provided and hereinafter set forth in Article No. 6, and such agreement shall state also the extension of time (if any) which is to be granted by reason thereof.

Fourth. Should the Contractor — at any time during the progress of said works, become bankrupt, refuse or neglect to supply a sufficiency of material or of workmen, or cause any unreasonable neglect or suspension of work, or fail or refuse to follow the Drawings and Specifications, or comply with any of the Articles of Agreement the Proprietor — or Agent shall have the right and power to enter upon and take possession of the premises, and may at once terminate the Contract, whereupon all claims of the Contractor — his executors, administrators or assigns shall cease, and the Proprietor — may provide materials and workmen sufficient to complete the works, after giving forty-eight hours notice, in writing, directed and delivered to the Contractor — or at — residence or place of business, and the expense of the notice and the completing of the various works will be deducted from the amount of Contract, or any part of it due, or to become due, to the Contractor —, and in such case no scaffolding or fixed tackle of any kind, belonging to such Contractor — shall be removed, so long as the same is wanted for the work. But if any balance in the amount of this Contract remains after completion in respect of work done during the time of the defaulting Contractor — the same shall belong to the persons legally representing — the Proprietor — shall not be liable or accountable to them in any way for the manner in which — may have gotten the work completed.

Fifth. Should any dispute arise respecting the true construction or meaning of the Drawings or Specifications, or as to what is extra work outside of Contract the same shall be decided by — Architect — and his decision shall be final and conclusive, or in the event of his death or unwillingness to act, then of some other person capable Architect, or a Fellow of the American Institute of Architects to be appointed