

their authorized representations and shall within twenty-four hours after receiving written notice from the architect to that effect, proceed to remove from the grounds or buildings all materials condemned by them, whether finished or unfinished, and to take down all portions of the work which the local architect may, by like written notice condemn as unsound and improper, or in any way failing to conform to the drawings and specifications heretofore referred to.

Fifth. Should the party of the second part at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect, to prosecute the work with promptness^{and} diligence or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified to by the architect, the said party of the first part shall be at liberty, after five (5) days written notice to the party of the second part to provide any such labor or material and to deduct the cost thereof from any money then due or thereafter to become due to the said party of the second part under this contract; and if the local architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the party of the first part shall also be at liberty to terminate the employment of the party of the second part for the said work and enter upon the premises and take possession, for the purpose of completing the work comprehended under this contract) of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the party of the second part, said party of the second part shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by party of the first part in finishing the work such excess shall be paid by the