

by the party of the first part to party of the second part; but if such expense shall exceed any unpaid balance the party of the second part shall pay the difference to party of the first part.

Any expense incurred by the party of the first part as herein provided, either for furnishing materials or labor and any damage incurred through such default shall be audited and certified to by the architect whose certificate shall be conclusion upon the parties to this contract.

Sixth. Party of the second part agrees to and shall complete the several portions of said work at such time or times as the local architect may designate while the said building is in course of construction; the whole of the work comprehended in this agreement shall be fully completed according to contract plans and specifications on or before December, first 1904

Seventh. Should the party of the second part be obstructed or delayed in the prosecution or completion of his work by the act, neglect, delay or default of the party of the first part, or the architect or of any other contractor employed by the party of the first part upon or about the building or by any damage which may be sustained by reason of fire, lightning, earthquake or cyclone or by the abandonment of the work by the employers through no fault of the party of the second part, then the time herein fixed for the completion of said building shall be extended for a period equivalent to the time lost by reason any or all of the causes aforesaid; but no such allowance shall be made unless a claim herefor is presented in writing to the local architect within twenty-four hours of the occurrence of such delay, in which event the duration of such extension shall be certified to by the architect.

Eighth. It is hereby mutually agreed between the parties hereto that the sum to be paid by the party of the first part to party of the second part for said work and materials shall be Four thousand two hundred eighty