

On Her Majesty's Service

WASC1251

CONTRACT FOR IRON WORK AT FAVERSHAM AND WALTHAM ABBEY
DATED 5th. JANUARY 1820

between

THE PRINCIPAL OFFICERS OF THE ORDNANCE
and
MR. JOHN HALL

ARTICLES of AGREEMENT made and agreed upon this fifth day of
January in the year of our Lord one thousand eight hundred and twenty
Between Sir Hildebrand Oakes Baronet Lieutenant General of His Majesty's
Ordnance Sir Robert Mooreom Knight Commander of the Bath Surveyor
General Robert Ward Esquire Clerk of the Ordnance Mark Singleton
Esquire Principal Storekeeper and the Honourable Edmund Phipps Clerk
of the Deliveries Principal Officers of His Majesty's Ordnance (for
and on behalf of His Majesty) of the one part and John Hall of
Dartford in the County of Kent Ironmonger of the other part as follows

The said John Hall for and in consideration of the Covenant and Agreement
hereinafter contained on the part of the said Principal Officers of
His Majesty's Ordnance doth hereby for himself his Heirs Executors
and Adm'ors covenant promise and agree to and with the said
Principal Officers their Executors and Adm'ors shall and will at
his and their Costs and Charges for and during the term of three years
to commence and be computed on the seventh day of January instant from
time to time and within such periods of time respectively as shall be
ordered and directed for that purpose find provide and furnish and
into the custody of His Majesty's Storekeeper at Faversham and
Waltham Abbey as may be required deliver all such Articles of Cast
Iron and other Metals appertaining to Mill Machinery of the sorts and
qualities specified in the Schedule hereunder written as shall from
time to time be required of him or them by the said Principal Officers
or their Successors Principal Officers of the Ordnance for the time
being or other person or persons to be by them appointed for that
purpose. And also that all the said Articles shall be equal in
size strength weight dimensions quality and goodness in all respects
to the several Patterns produced to and inspected by the said John Hall

and sealed with his Seal and also with the Arms of His Majesty's Office of Ordnance and now lying in the Tower of London or at Faversham and Waltham Abbey aforesaid And further that all the said Articles are to be delivered as aforesaid shall and may previous to their being received into His Majesty's Stores be viewed and compared with the said Patterns by such person or persons as shall be appointed by the said Principal Officers or their Successors Principal Officers as aforesaid for that purpose And if upon any such view or comparison the said several Articles or any of them shall be found defective or inferior in size strength weight dimensions quality or goodness in any respects to the said Patterns wherewith the same shall be compared then it shall and may be lawful to send for the said Principal Officers or their Successors Principal Officers as aforesaid or the person or persons by them appointed to view and compare the same as aforesaid to reject all such of the said Articles as shall be found inferior or defective in all or any of the respects aforesaid And thereupon the said John Hall his Executors or Adm'ors shall and will at his and their Costs and Charges remove and take away all such of the said Articles as shall be so rejected within Ten days next after he or they shall be thereunto required without any allowance whatsoever to be made to him or them for the same Provided always and it is hereby expressly declared and agreed by and between the said Parties hereto that if it shall happen that the said John Hall his Executors or Adm'ors shall refuse or neglect to find provide and deliver into store according to the true intent and meaning of this Contract all or any of the said Articles then and in such case and when and as often as the same shall happen it shall and may be lawful to and for the said Principal Officers and their Successors Principal Officers as aforesaid immediately thereupon or at any time or times thereafter (upon giving to or leaving at the then most usual place of abode of the said John Hall his Executors or Adm'ors Notice in writing of such their intention and their option either wholly to put an end to and determine this Contract or else to purchase from or to contract or agree with any other person or persons for the finding providing and delivering into store all such of the said Articles as he the said John Hall his Executors or Adm'ors shall have so refused or neglected to find provide and deliver into Store at such rates and prices and on such terms and conditions as they the said Principal Officers or their Successors

Principal Officers as aforesaid shall in their discretion think proper for the benefit of His Majesty's Service And the said John Hall doth hereby for himself his Heirs Executors and Adm'ors further covenant promise and agree to and with the said Principal Officers their Executors and Adm'ors that if in the Event lastly above mentioned and upon a comparison of the Rates and Prices at which the said Articles are by these Presents stipulated to be found provided and delivered into Store by the said John Hall his Executors and Adm'ors with the rates and prices at which the said Articles shall have been purchased or contracted or agreed for by the said Principal Offices or their Successors Principal Officers as aforesaid in pursuance of the Proviso lastly above contained any loss shall arise or appear to arise to His Majesty's Service by reason of the difference in the rates and Prices given or to be given for such Articles then and in such case upon the said Principal Officers or their Successors Principal Officers as aforesaid upon giving or causing to be given to or left at the then most usual place of abode of the said John Hall his Executors or Adm'ors Notice in writing of their having so purchased or entered into such Contract or Agreement as last aforesaid and of the rates and prices paid or therein stipulated to be paid in respect whereof such loss as aforesaid shall have arisen or shall appear to arise he the said John Hall his Executors or Adm'ors shall and will within ten days then next following well and truly pay or cause to be paid unto the said Principal Officers or their Successors Principal Officers as aforesaid at the Treasury of His Majesty's Office of Ordnance in the Tower of London the full amount of all such loss or apparent loss as aforesaid or shall and will permit and suffer the said Principal Officers or their Successors Principal Officers as aforesaid to deduct and retain the same out of the Monies (if any) which shall be then due and payable to the said John Hall his Executors or Adm'ors under and by virtue of this Contract In consideration whereof the said Principal Officers of His Majesty's Ordnance do hereby (for and on behalf of His Majesty His Heirs and Successors) covenant promise and agree to and with the said John Hall his Executors Adm'ors and Assign that they the said Principal Officers or their Successors Principal Officers as aforesaid shall and will by and out of the Treasury of His Majesty's Office of Ordnance well and truly pay or cause to be paid unto the said John Hall his Executors Adm'ors or Assigns according to the usual course of Office that is to say by Bill and Debenture to be

issued and paid within three Calendar Months next after the quarter in which the usual certificate of the due supply of the said Articles shall have been delivered into the Surveyor General's Office in the Tower of London for the said Articles subject to reduction of Five percent upon the whole the several rates and prices specified in the said Schedule hereinunder written Provided also and it is hereby expressly declared and agreed by and between the said parties hereto that in case the said John Hall his Executors or Adm'ors or any of them shall at any time or times hereafter either by himself or themselves or by or through any other person or persons directly or indirectly give pay or secure or offer or promise to give pay or secure to as for the use of any Clerk or other person who now is or hereafter shall be employed by the said Principal Officers or their Successors Principal Officers or aforesaid to view examine or inspect the said Articles so to be delivered in pursuance of this Contract any sum or sums of money Gratuity Reward or compensation whatsoever for any thing done or to be done by such Clerk or other person as aforesaid touching the execution of this Contract the issuing paying passing or discharging of any Debenture Order or Imprest for money in pursuance thereof or touching or concerning the service or labour or pretended Service or labour of any such Clerk or other person in or about all or any of the matters aforesaid or under any other pretence or colour whatsoever then and in every or any such case and over and above the usual penalties by Law annexed to the commission of such Offences it shall and may be lawful to and for the said Principal Officers or their Successors Principal Officers as aforesaid upon satisfactory proof made to them of such gift payment offer or promise as aforesaid and upon due notice in writing given of such proof to the said John Hall his Executors or Adm'ors or left at his or their then most usual place of abode to declare and determine this Contract to be from henceforth void and the same shall immediately thereupon cease determine and be void accordingly anything herein contained to the contrary thereof in any wise notwithstanding Provided also and it is hereby further expressly declared and agreed by and between the said Parties hereto that no Member of the House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom And in case the said John Hall his Executors or Adm'ors shall admit any Member or Members of the House of Commons to any part or share of this Contract or to receive any benefit thereby then and in such case and over and above the usual Penalty by Law annexed to the commission of such Offence it shall and may be lawful to

and for the said Principal Officers and their Successors Principal Officers as aforesaid upon satisfactory proof made to them of the commission of the said offence and upon due notice in writing given of such proof to the said John Hall his Executors or Adm'ors or left at his or their then most usual place of abode to declare and determine this present Contract to be from thenceforth void and the same shall immediately thereupon cease determine and be void accordingly any thing herein contained to the contrary thereof in any inso notwithstanding Provided also and it is hereby further agreed between and by and between the said Parties to these Presents that if either of the void Parties shall be minded or desirous to find an end to and determine this Contract at or at any time after the expiration of one year from the date hereof and of such his or their mind or desire shall give or leave three Calendar Months previous notice in writing to or at the then most usual place of abode of the said John Hall his Executors or Adm'ors or at his Majesty's Office of Ordnance in Pall Mall London (as the case may be) then and in such case these presents and every Clause matter and thing hereincontained shall from the expiration of the time in such notice mentioned cease determine and be absolutely null and void to all intents and purposes whatsoever any thing hereincontained to the contrary thereof in anywise notwithstanding And lastly it is hereby mutually covenanted and agreed by and between the said parties to these Presents that the said Principal Officers of His Majesty's Ordnance or any or either of them shall not in any sort be liable in their any or either of their own persons or Estates to any action of covenant or in any other manner answerable in their any or either of their private capacity by reason or means of their being on His Majesty's behalf parties to these Presents In Witness whereof the said parties to these presents have hereunto set their hands and Seals the day and year first above written

Sealed and delivered/being)
 first duly stamped/ in the presence)

R. Byham

H. Oakes
 M. Singleton
 E. Phipps

CR.
 RB.

THE SCHEDULE ABOVE REFERRED TO

				£	s.	d.	
Cast Iron	Boilers	{ Large	.....	per cut.	18.	-
		{ Small	.....	do.	18.	-
	Boxes	{ For Mill Runners	.....	do.	14.	-
		{ For Cart or Truck Wheels	.....	do.	14.	-
		Breast Irons for Waterfalls	.....	do.	16.	-
		Beams Braces Rafter or Story Posts	.....	do.	14.	-
		Cylinders	.....	do.	18.	-
		Cylinder Sand Doors	.....	do.	18.	-
		Cylinder Hoppers	.....	do.	16.	-
		Cylinder Front Frames with Requisite Holes complete	do.		14.	-	
		Evapor- atg. Pans	{ Large	do.	18.	-
			{ Small	do.	18.	-
		Engine Cast Prefe. Screws made complete	.....	do.	1	9 p. lb.
		Fire Bars and Bearing Bars	.....	do.	14.	-
		Branches for increasing weight to Mill Runners		do.	14.	-	
		Gudgeons - Crofs -	.....	do.	16.	-
		Pots Melt- ing	{ Brimstone	do.	18.	-
			{ Saltpetre	do.	18.	-
		Pots	{ Brimstone (Top	do.	17.	-
			{ Subliming (Bottom	do.	17.	-
			{ Stove	do.	17.	-
		Plumber Blocks with Wrought Iron Keys to fit complete	do.		1.	1.	
		Pipes Winter	{ Straight with Flanches	do.	18.	8
			{ Elbow do. do.	do.	18.	8
		Pitch	{ 4 gallon	do.	18.	-
			{ 3 gallon	do.	6.	6.
		Kettles	{ 2 gallon	do.	5.	6.
			{ 1 gallon	do.	3.	-
		Racks of Pinions	.....	do.	18.	8
		Shafts for Water Wheels etc.	.....	do.	18.	-
	Sockete and other Arms for Wheels	.....	do.	1.	1.	
	Wheels	{ Bevel	{ Mortice	do.	1.	1.
			{ Tooth	do.	1.	1.
		{ Spur	{ Mortice	do.	1.	1.
			{ Tooth	do.	1	-

Note - Any other Article of Cast Iron not mentioned in the foregoing Items the price to be governed by such as they shall nearest resemble.

brought
iron

		f.	e.	d.
(Gudgeons straight with turned bearings	per lb.			9.
(Plates to { Circular	do.			8.
(Wheels { Straight				
(Spindles { For Mill Runners turned longitudinally	} per lb.			12.
({ with turned heads Collars and cutting				
({ For Water Gates with turned Bearings,	do.			10.
(Wedges or Keys of any size	do.			9.
(Sheet Iron for Water Wheel Buckets	per cut.			5.

Note - Any Article of Workmanship not mentioned in the foregoing

List to be charged by day

per day a Millwright

8. -