

and will repay the same to the Contractors, after one month's notice in writing by the Contractor to the Minister demanding payment thereof and giving details of such payment, and the production of vouchers or other proof of such payment.

WORKMEN TO BE CARRIED FREE ON EXISTING LINE.

30. The Contractors are to be entitled to free passes upon the Balclutha Railway, during the whole period appointed for the construction of the works mentioned in this Contract, as ordinary passengers upon the said Railway, for all persons in their employment for the time being actually engaged in connection with the said works, and the Manager for the time being of the said Railway shall at all times, on the application of the Contractors, or their Agent upon the works, give to such persons or person as are named in any such application written free passes accordingly.

ARBITRATION.

31. Should any dispute arise between the Contractor and the Engineer, or between the Contractor and the Minister for Public Works or the Government, relative to the force and intent and meaning of the specifications, drawings, or conditions, or to the mode of carrying on the works, or the nature or quality of materials used or supplied to be used, or workmanship of work done, or as to the maintenance of the works, or as to the expense of additional works, or of alterations or deviations from the specifications or plans, or as to any other matter connected with the execution of the works, or with the contract, specifications, drawings, or conditions, or as to any matter which by this contract it is expressly provided is to be settled, ascertained, or determined by arbitration, such dispute shall be referred in writing to the sole determination, arbitrament, and award of the Judge of the Supreme Court assigned to that Judicial District of the Supreme Court within which the works relative to which the dispute shall have arisen have been or are to be executed, whose award shall be final, binding, and conclusive on all parties: Provided, however, that before any such dispute as aforesaid shall be so referred, the Contractor shall give to the Minister for Public Works one calendar month's notice in writing of such dispute, and of the matter and cause thereof, and in such notice the Contractor's claim shall be explicitly stated; and if such claim be for pecuniary compensation, the amount thereof shall also be stated.

JOHN CARRUTHERS.

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SPECIFICATION OF THE MANNER OF CONSTRUCTING THE TAIERI CONTRACT OF THE DUNEDIN AND CLUTHA RAILWAY.

GENERAL DESCRIPTION.

Description.

1. The line of Railway included under the title "Taieri Contract of the Dunedin and Clutha Railway," and to which this Specification applies, begins at a point on the eastern side of the Chain Hills, about 460 yards southward from Abbott Royal Farm House, and ends at a point in Section 3, Block XXXIX., Tokomairiro District, about 950 yards northwards from the Main South Road, as delineated on the accompanying plans and sections; the total length of the contract being thirty-four miles fifty-five chains or thereby of main line, and with an addition of two miles of sidings.

DRAWINGS.

Drawings.

2. The drawings, including general plans and longitudinal sections, as shown in list A, accompany this Specification. These show the character of the works to be executed. Further drawings of details will be issued from time to time as may be necessary.

The general plan is drawn to a scale of three chains to an inch, and shows the course of the Railway, the entire line of which has been staked out on the ground with stakes, and is represented on the general plan by a red line.