

CONTRACTOR TO BE REPRESENTED.

8. The Contractor at all times during the progress of the works, when he is not personally superintending them, must have a responsible agent or overseer stationed on them, to receive instructions from the Engineer, and to represent him for all the purposes of this contract.

PROGRESS OF WORKS.

9. If the Contractor shall, in the opinion of the Engineer, fail to make such progress with the works as the Engineer shall deem sufficient to insure their completion within the specified time, or if the Contractor shall use or employ bad or insufficient materials, or execute any work in an imperfect manner, and shall fail or neglect to rectify any such cause of complaint for fourteen days after being thereunto required in writing by the Engineer, or if the Contractor shall, in the judgment of the Engineer, commit a wilful breach of his contract, then, and in any of such cases, it shall be lawful for the Minister for Public Works, by any instrument in writing under his hand delivered to the Contractor, or to his representative on the works, or left at the Contractor's usual or last known place of abode or business, absolutely to determine this contract, and from and after the delivery of the said instrument as aforesaid, the contract shall be absolutely determined; and in the event of such determination happening, then it shall be lawful for the said Minister, after having delivered such instrument to the Contractor as aforesaid, to take the works out of the Contractor's possession, and at the option of such Minister either to carry the works on under the Engineer or by another Contractor, and that either after advertising for Contractors or without doing so, as he shall think fit; and all the materials, implements, and plant then upon or used in connection with the works may be used in and applied for the purpose of completing the works; and on the final completion of the works, if it should be found that the balance of the contract price remaining unpaid, if any, and the deposit money and percentages, together with the net proceeds realized by the sale of the then residue of such materials, implements, and plant as aforesaid, after being sold in any way that may appear to be most advisable to the Minister for Public Works, is not sufficient to meet the outlay incurred in completing the works in all respects, then the Contractor, his executors or administrators, shall be bound to pay to the Minister for Public Works the surplus expenditure above such balance, and other sums as aforesaid. But if, on the other hand, the works shall be completed within the contract price, then there shall be paid to the Contractor, or his executors, administrators, or assigns, such balance as may be due to him or them, including the deposit money and percentages or retention money, if any, but without any interest thereon; and the Engineer shall, within fourteen days after such balance has been ascertained to be due, grant authority to the Contractor or his representatives for the removal of all surplus material, implements, and plant belonging to him or them, and remaining on the works after their completion, if not sold as before mentioned. But it is herein expressly provided that, in the event of any materials, implements, or plant being returned to the Contractor or his representatives, or being allowed to be removed by him or them as aforesaid, Her Majesty the Queen shall not be in any way liable for any loss, diminution, wear and tear, or injury, such materials, implements, or plant may have sustained during the completion of the work.

CONTRACTOR NOT TO SUBLET WORKS TO PERSONS PREVIOUSLY OBJECTED TO— BANKRUPTCY, INSOLVENCY, OR DEATH.

13. The Contractor shall not sublet any portion of the works to any person who shall have been previously objected to by the Engineer by notice in writing to the Contractor. If the Contractor become bankrupt or insolvent, or shall make an assignment of his estate for the benefit of his creditors, or shall die before the final completion of the contract, then it shall be lawful for the Minister for Public Works, on behalf of the Queen, summarily, and of his own authority, and without any process of law for that purpose, to take possession of the works, and to take them out of the hands of the Contractor, or of his executors, or administrators, or of the assignees or trustees of his estate, and to employ persons for