

in case of non-agreement between the Contractor and the Minister, by arbitration, as hereinafter mentioned; and the Minister for Public Works shall in no case be bound to give the Contractor possession of the ground or work until thirty days after the signature of the contract by the Contractor; but a commensurate extension of time for completing the works will be allowed to the Contractor, such extension of time to be at the discretion of and to be decided by the Engineer.

DAMAGES TO BE MADE GOOD, &c.

17. The Contractor shall also provide for effectually securing and covering the several walls and works from the weather, as occasion may require, or as the Engineer may direct; and if any damage or loss should happen to any of the works, plant, or materials—whether from fire, theft, or weather, force of waves, or from any other cause—while the works and buildings are unfinished or remain in possession of the Contractor, the Contractor must properly and immediately repair and make good the same at his own expense, and to the satisfaction of the Engineer; unless it can be shown that the damage arises from insufficient or imperfect designs, when the Contractor will not be held responsible, and, in case of dispute, the matter shall be settled by arbitration, as hereinafter provided.

TRESPASS.

18. The Contractor shall not enter upon any lands outside the line of fences for the construction of the works, or for any purpose whatever in connection with this contract, without the consent of the occupier or owner, except at his own cost and risk, and shall not, without the consent of the Engineer, remove any trees or buildings within the line of the Railway fences, nor shall he open or throw down any part of a fence without making sufficient provision, by temporary fences, to be erected and maintained at his cost, for keeping cattle, sheep, or other stock from straying from or into any enclosure affected thereby; and any legal process causing costs or damage to the Government for any trespass incurred by the act or negligence of the Contractor or his workmen, shall be deducted from the contract price, and be taken as payment made on account of his contract.

MAINTENANCE OF WORKS.

19. The Contractor shall be bound to keep and maintain in good and sufficient repair the whole works executed under the contract, and shall provide all labour, materials, &c., necessary for such maintenance for a period of months from and after the time when all the works under the contract have been fully completed; and the Contractor shall, on the expiry of the said period of maintenance, be bound to deliver up the whole works in good and sufficient condition, and to the satisfaction of the Engineer. The Contractor shall also be liable for any accident, damage, or injury whatsoever to the public or any private person which may be caused by his operations during the progress of the works, or during their maintenance. He shall also maintain all night-lights and temporary footpaths required by any Municipal or other authorities, or for the safety of the public, and shall make all necessary arrangements, by siding or otherwise, as required by the Engineer, to prevent stoppage of public traffic.

LAND.

20. The Minister for Public Works will, free of all expense, put the Contractor in possession of all land required for the permanent works of the Railway, including land required for side-cutting, ballasting, spoil banks and road approaches, road diversions, and slips, and also from time to time, as occasion may require, but at the cost of the Contractor, and so far only as the Parliamentary powers possessed by the Governor or the Minister for Public Works will extend to enable them so to do, of all such land as may be necessary for temporary purposes in connection with the works.

21. The Minister for Public Works shall, within thirty days after the signing of the contract by the Contractor, put the Contractor in possession of such parts of the land for the permanent works as may be necessary for the commencement thereof, and will from time to time, after fifteen days' notice in that behalf shall