

representatives for the removal of all surplus materials, plant, and machinery, if any, remaining on the works after their completion, if not sold as before mentioned. But it is expressly provided that, in the event of any materials, plant, or machinery being returned to the Contractor or his representatives, or being allowed to be removed by him or them as aforesaid, or being sold as aforesaid, Her Majesty the Queen shall not be in any way liable for any loss, diminution, wear and tear, or injury such materials, plant, or machinery may have sustained before, during, or after the completion of the work. It is also expressly agreed that the exercise by the Minister of the power herein given to take the work out of the Contractor's hands, and to carry it on under the direction of the Engineer-in-Chief, shall not debar the Minister from afterwards exercising the powers given in subclause (c) of this present clause 12.

(c.) Or the Minister may, on giving written notice to the Contractor of his intention so to do, take the works out of the hands of the Contractor, and re-let the works to another Contractor, hereinafter called the second Contractor, and that either after advertising for tenders or without doing so, as he shall think fit, and from and after the delivery of such notice as aforesaid all rights and privileges which the Contractor may have had under the contract shall cease and determine, except in so far as is otherwise hereinafter provided in this present subclause (c).

In which case it is hereby declared that the materials, plant, and machinery, if any, which may be in, near, or upon the works, for the purpose of being employed in or about the same, shall remain the absolute property of the Queen; and, the said materials, plant, and machinery being regarded as in the nature of value rendered or work done by the Contractor under the contract, the works shall be let to the second Contractor with the same remaining on or about them: Provided that it shall be lawful for the Minister, should he consider any portion or portions of the same to be unsuitable or not required for purposes of completing the works, to cause such portion or portions to be sold in any way he may deem advisable.

If the balance of the contract price remaining unpaid, together with the deposit money, percentages, or retention moneys, and the amount, if any, obtained by the sale of such portion or portions of the materials, plant, and machinery, is not sufficient to meet the sum which shall be agreed to be paid to the second Contractor for the completion of the works, then the Contractor shall pay to the Queen a sum of money equal to the excess of the sum so agreed to be paid to the second Contractor, over and above such balance and other sums as aforesaid.

It is further provided that, if the Engineer-in-Chief shall think that, owing to the Contractor not having made sufficient progress with the works, or to delay caused directly or indirectly by other default of the Contractor, the works cannot be completed by the second Contractor within the time originally fixed under the contract for their completion, then the Minister shall, when he re-lets the works to the second Contractor, give such extension of time for their completion as the Engineer-in-Chief shall decide to be necessary; and the Contractor shall then pay to the Queen a sum of money equal to the damages which would have been incurred, calculated as provided in clause 17 hereof, for a delay in the completion of the works equal to the extension of time so granted; and such sum may be deducted from any moneys then or thereafter payable to the Contractor.

(d.) Or the Minister may, on giving written notice to the Contractor of his intention so to do, absolutely determine this contract without further process; and from and after the delivery of such notice as aforesaid the contract shall be absolutely determined, and on such determination the money, if any, which shall have been previously paid to the Contractor under the contract shall, if the Minister in his discretion think fit, be deemed to be the full value of the work executed, and shall be taken and accepted by the Contractor in full payment and satisfaction of all claims and demands under the contract; and the deposits and percentages or retention money, and also all materials, plant, and machinery then being in or upon the works or near thereto, for the purpose of being used or employed in or about the same, shall remain the absolute property of the Queen.

POWER TO ASSESS DAMAGE.

13. If the Contractor shall commit any breach of or fail to comply with any of the conditions herein contained, and on the part of the Contractor to be observed and performed, it shall be lawful for the Minister, on behalf of the Queen, either to pursue the remedy, if any, provided herein for such breach, or to cause the usual remedy to be pursued, or to call upon the Engineer-in-Chief to estimate and assess in writing under his hand the damage and loss that may have arisen or occurred or be likely to arise or occur thereby, and the amount so assessed may be deducted from any money that may be due or owing, or may thereafter become due or owing, to the Contractor under the contract.

CONTRACTOR NOT TO SUBLET WORKS OR ASSIGN MONEYS.

14. The Contractor shall not sublet any portion of the works, nor enter into any sub-contract for the execution thereof, or any portion thereof, or assign all or any of the moneys payable or to become payable under the contract, or all or any part of any other benefit whatsoever, arising or which may arise under the contract, without the consent in writing of the Minister. If the Contractor shall so assign, either by legal or equitable assignment, all or any