

GOVERNMENT PROPERTY.

34. Should the Minister furnish to the Contractor, for the purposes of the contract, any materials, plant, or machinery, or any rolling stock, or any sleepers, rails, or fastenings, or any article of value, all of which are hereafter in this and in the succeeding clause included under the term "property," or any buildings, the Contractor shall give a receipt in writing to the Resident Engineer before taking possession thereof.

The Contractor shall take all proper precautions to prevent injury or loss to such property or building, and shall erect, where necessary, sheds or other covering to protect such property from the weather or from theft; and he shall, when so directed, effect and maintain an insurance on any such building, subject to the same conditions as are provided for buildings erected under the contract, in clause 30 hereof.

He shall also repair and make good any loss or injury which may happen to such property or buildings from any cause whatever, and shall keep them in good and sufficient repair, to the satisfaction of the Engineer-in-Chief and of the Resident Engineer, during the whole time when they are under his care. He shall also renew all brasses, journals, wheels, fire-bars, and other parts of machinery or rolling-stock which may have become worn out.

On the completion of the contract, all such property and buildings shall be returned to the Minister, unless it shall be otherwise provided in the specification; and, for that purpose, all property, after being, if necessary, put into a thorough state of repair, shall be neatly stacked or arranged or placed at such places as the Resident Engineer shall direct. The Contractor shall then obtain a receipt in writing from the Resident Engineer for all property or buildings so returned, and until such receipt shall have been given the property and buildings shall be deemed to be and shall be under the care of the Contractor.

Should the Contractor at any time refuse or fail to take proper precaution to prevent injury or loss to any such property or buildings, or to effect any repairs which may be required thereto, it shall be lawful for the Resident Engineer, after having given the Contractor twenty-four hours' notice in writing of his intention so to do, to take possession of such property or buildings, and to cause such works to be done, and repairs to be effected, or renewals to be made, as may, in his opinion, be necessary, and the cost of so doing shall be deducted from any moneys then or thereafter payable to the Contractor.

DELAY IN DELIVERY OF PLANS OR PROPERTY BY THE MINISTER.

35. Should any delay occur in furnishing any plans or specifications or in the delivery of any property or buildings which may be specified to be delivered to the Contractor by the Minister, the Contractor shall have no claim for any compensation for such delay other than that, if any, particularly set forth in the specification or special conditions; but the Contractor shall be entitled to such reasonable extension of time for the completion of the works as shall be fixed by the Engineer-in-Chief.

RIGHT TO ENTER UPON WORKS.

36. The Minister, the Engineer-in-Chief, Resident Engineer, Assistant Engineer, and Overseer, and any other person whom the Minister may authorize, shall have power at all times to enter upon all or any portions of the works; and to travel by any engine, carriage, truck, trolly, or other vehicle which the Contractor may be using on the works; and to make examination of any materials, plant, and machinery, or rolling stock in use for the purposes of the contract; and the Contractor shall give every facility for the exercise by the Minister and such other aforesaid persons of the powers given under this clause, and shall for that purpose cause the motion of any locomotive or other vehicle, or of any steam-engine or other machinery, to be arrested when requested so to do.

ARBITER.

37. Should any dispute arise as to any matter or thing connected with the execution of the works, or as to the intent or meaning of any part of the contract, it shall be referred to the decision of the Engineer-in-Chief, and his decision, interim or final, shall be finally binding and conclusive on all parties. But it shall be lawful for the Engineer-in-Chief to refer to the Resident Engineer for his decision the settlement of any disputes which may arise as to the quality or quantity or value of work or material, and in such case the decision of the Resident Engineer shall be finally binding and conclusive on all parties.

SPECIAL CONDITIONS.

CLAUSE 17 OF GENERAL CONDITIONS.

1. The date for the completion of the works shall be twenty-two (22) months from the date of acceptance of the Tender, that is to say, the thirtieth day of May, one thousand eight hundred and seventy-eight.

2. The sum to be deducted or set off under clause 17 of the General Conditions shall be fifty pounds (£50) sterling a week.