

of the moneys payable or to become payable under the contract without the previous consent in writing of the Minister, all money so assigned shall be forfeited, and neither the Contractor nor the assignee shall have any claim or right to the payment thereof; and such forfeiture shall not relieve the Contractor from any other liability to which he may be subject for breach of the contract.

BANKRUPTCY OR DEATH.

15. If the Contractor shall become bankrupt, or shall die before the final completion of the contract, then it shall be lawful for the Minister, 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 administrators or executors, or of the assignees or trustees of his estate, and to carry them on at his option, either in the manner and subject to the conditions provided in subclause (b) of clause 12 hereof, or in the manner and subject to the conditions provided in subclause (c) of the same clause.

Provided that in the application of the said subclauses (b) and (c), under this present clause, the word "Contractor" shall include the Contractor's administrators or executors, or the assignees or trustees of his estate, as the case may require.

The term "bankrupt" shall include the making of an assignment for the benefit of or a composition with creditors, or in any way taking the benefit of or being brought under the operation of any Act for the time being in force for the relief of debtors, bankrupts, or insolvents.

LIABILITIES OF CONTRACTOR.

16. The exercise by the Minister, Engineer-in-Chief, Resident Engineer, Assistant Engineer, or Overseer, of any of their respective powers shall not relieve the Contractor from any liability to which he may be subject for any breach of the contract.

TIME OF COMPLETION.

17. The Contractor shall complete the whole of the works of the contract on or before the day mentioned in the special conditions: and the Minister, on behalf of the Queen, shall be entitled to deduct or set off for each and every week's delay after that date, and as by way of liquidated damages, and not as and in the nature of a penalty, the sum mentioned in the special conditions; and such damages shall be deducted from the contract price and the cash deposit to be made by the Contractor, as provided in clause 25, or, at the option of the Minister, from any other moneys payable to the Contractor; and, in the event of any alterations, deviations, or additions, or extra works being required, the Engineer-in-Chief shall allow such an extension of time, if any, as he shall think adequate for such alterations, deviations, additions, extra work, or delay; and at the expiration of the time so allowed the deductions or set-offs for delay shall come into operation.

SUSPENSION OF WORKS.

18. The Contractor, on receiving a written notice from the Engineer-in-Chief, or the Resident Engineer, shall suspend the whole or any portion of the works, as may be directed; and the Contractor shall have no claim for loss or damage on this account, and such suspension shall in nowise vitiate the contract; but a commensurate extension of time for completing the works shall be allowed to the Contractor, such extension of time to be at the discretion of and to be decided by the Engineer-in-Chief.

WORKS TO BE SECURED.

19. The Contractor shall provide for effectually securing the several portions of the works from injury or loss by fire, floods, theft, weather, force of waves, or from any other cause, as occasion may require, or as the Engineer-in-Chief, or Resident Engineer, or, in their absence, the Assistant Engineer or Overseer, may direct; and should he refuse or fail to do so for six hours after receiving written notice in that behalf, it shall be lawful for the Resident Engineer to employ men, and to use any materials, plant, and machinery then being on or near the works, and to purchase other materials, plant, and machinery, and to cause such work to be done and such other steps to be taken as may be necessary for insuring the safety of the works; and the cost of doing the same shall be deducted from any moneys then or thereafter payable under the contract.

TRESPASS, ETC.

20. The Contractor shall not enter upon any lands outside the limits of the lands defined in and held in possession by him under clause 31 hereof, for the construction of the works, or for any purpose whatever in connection with the contract, without the consent of the occupier and owner of such lands, and shall not, without the consent of the Resident Engineer, remove any trees or buildings within the limits of the lands defined in the said clause 31 hereof, nor shall he open or throw down any part of a fence without making sufficient provision by