

temporary fences, gates, or other necessary accommodation, to be erected and maintained at his cost, for keeping cattle, sheep, or other stock from straying from or into any enclosure affected thereby; nor shall he interfere with any private road without making proper temporary provision for the convenience of the owners or users of such private road; and any costs or damage incurred by the Government through any legal process on account of any trespass incurred by the act or negligence of the Contractor or his workmen shall be deducted from the contract price, and shall be taken as payment made on account of the contract; and should the Contractor refuse or neglect to erect and maintain, either or both, any such temporary fences, gates, or other necessary accommodation, it shall be lawful for, but not obligatory on, the Resident Engineer, after having given the Contractor twenty-four hours' notice in writing of his intention so to do, summarily, and without further process, to cause any such temporary fences, gates, or other accommodation to be erected and maintained which he may deem necessary for the proper protection either of such lands or of the adjoining lands, or for the safety of the public; and the cost of doing the same shall be deducted from any moneys due, or that may thereafter become due, to the Contractor under the contract.

MAINTENANCE OF WORKS, ETC.

21. The Contractor shall repair and make good all injury or loss which may happen during the progress of the works to the works, or to any materials, plant, or machinery, by fire, floods, theft, weather, force of waves, or from any other cause; and he shall keep and maintain in good and sufficient repair the whole of the works executed under the contract, and shall provide all labour, and all materials, plant, and machinery, necessary for such maintenance, for the period mentioned in the special conditions as "the period of maintenance," and the Contractor shall, on the expiry of the said period of maintenance, be bound to deliver the whole of the works in good and sufficient repair, and to the satisfaction of the Engineer-in-Chief. If during such period of maintenance the number of men employed by the Contractor is insufficient to maintain the works in good and sufficient repair to the satisfaction of the Resident Engineer, the Contractor shall, on receiving notice in writing from the Resident Engineer to do so, forthwith employ such additional number of men as the Resident Engineer shall direct; and should the Contractor refuse or fail to do so within twenty-four hours of his receiving such notice, then it shall be lawful for the Resident Engineer to employ such additional men, and to purchase all necessary materials, plant, and machinery; and the cost and expense of so doing shall be deducted from any moneys then due, or that may thereafter become due, to the Contractor.

The Contractor shall be liable for any accident, damage, or injury whatsoever to the public or to any individual 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 roads required by any municipal or other authorities having charge or control of streets or highways, or that may be required for the safety of the public, and shall make all arrangements, by sidings, temporary roads, or otherwise, which may be necessary or may be required by the Resident Engineer, to prevent the stoppage or delay of public traffic.

POWER TO REQUIRE DISMISSAL OF ANY WORKMAN.

22. The Engineer-in-Chief or Resident Engineer may require the dismissal within twenty-four hours by the Contractor of any agent, overseer, foreman, workman, or other person employed by him on the works, for incompetency or misconduct, and any man so dismissed shall not be again employed upon the works; and the Assistant Engineer or Overseer may similarly require the dismissal of any overseer, foreman, or workman.

It shall be lawful for the Minister to deduct from any moneys then or thereafter payable to the Contractor the sum of £10 for each and every day on which any person shall be employed on the works after the Contractor shall have received written notice requiring his dismissal, and such sum shall be taken and deducted as and for liquidated damages for a breach of this clause as aforesaid. But the exercise of the power hereby given shall be without prejudice to the exercise of any other power, right, or remedy reserved or given to the Queen, or the said Minister, or the Engineer-in-Chief, or the Resident Engineer under this contract, in respect of any such breach as aforesaid, or otherwise howsoever.

TRUCK SYSTEM NOT ALLOWED.

23. The workmen, tradesmen, and labourers of every class employed on the works to which these conditions refer, shall be paid their wages in full in money current in the colony as cash at least once in every fortnight, and no ticket or other system of payment by provisions, liquors, or goods will on any pretence be allowed, nor shall the Contractor, or any person or persons employed by him or in any way connected with him, establish any shop for the supply of liquors, provisions, or goods, nor shall the Contractor oblige his workmen to take provisions, liquors, or goods of any kind from any person in particular. The workmen of every class shall be paid on the works if it be possible, or in some building adjoining, and in no case shall they be paid at a publichouse or other place where liquors or refreshments are sold. If the Contractor shall at any time during the continuance of the contract commit or suffer a breach of this clause, then