

nor shall any sum or sums of money so certified be considered to be made payable to the Contractor until the expiration of fourteen days after such certificate shall have been presented by the Contractor to the Minister, nor shall any omission to pay the amount of any instalment at the time the same shall be payable be deemed or held to be a breach of, or to vitiate the contract; but in case of such omission the Contractor shall be entitled to interest on the amount of such instalment at the rate of 10 per centum per annum, for such time as such omission shall continue: Provided also that if the contract includes maintenance, and if the Contractor has not provided an amount for maintenance in his tender, or if the amount provided for maintenance shall appear to the Engineer-in-Chief to be insufficient, then the Minister may retain either the whole or any part of any instalment payable to the Contractor, as the Engineer-in-Chief shall determine, till the full and complete execution of all the works of maintenance.

POWER TO SUSPEND PAYMENTS.

28. If, in the opinion of the Minister, further inquiry is desirable or necessary before any instalment is paid, the Minister shall have power to suspend the payment of all or any part of the amount of such instalment, for a period not exceeding one month from the date at which, in the ordinary course, the money would have been paid, and no interest shall be due on any money the payment of which has been so suspended.

STAMPS, LICENSE FEES, ETC.

29. The Contractor shall bear and pay all costs, charges, and expenses of preparing, executing, and completing this contract, and all duty stamps, licenses, building or surveyors' fees, or other charges or fees whatsoever demanded by the municipal or other authorities; and if the Minister shall pay any such costs, charges, and expenses in the first instance, he shall be entitled to deduct the amount thereof from any moneys that may become due to the Contractor under the contract.

INSURANCE.

30. The Contractor, when required, shall effect and maintain during the continuance of the contract an insurance against fire, in the name and for the benefit of the Queen, on any buildings erected under the contract, for such sums and in such insurance office as the Minister shall direct, and shall deliver the policy or any renewal thereof, together with all receipts for premiums paid thereon from time to time, to the Minister.

LAND.

31. The Minister shall, within thirty days after the signing of the contract by the Contractor, put the Contractor in possession of such parts of the land required for tunnels, cuttings, embankments, side cuttings, slips, spoil-banks, road approaches, road and stream diversions, bridges, culverts, drains, channels, and all other permanent works as may in the opinion of the Engineer-in-Chief be necessary for the commencement of the works, and will from time to time put the Contractor in possession of all such other parts of the lands required for the permanent works as may be necessary for the prosecution thereof.

The Contractor must, however, procure for himself all land required for ballast-pits, and for all temporary purposes whatever; but the Minister will, at the expense of the Contractor, and only as far as any legal powers possessed by His Excellency the Governor or the Minister may extend to enable him to do so, assist the Contractor to procure such land, or to procure suitable materials for the construction of the works from any adjoining lands.

If any delay shall take place in giving to the Contractor the possession of any land required for the permanent works as aforesaid, such delay shall not be deemed to be a breach of the contract, or to give the Contractor any claim for compensation, 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.

Provided that nothing herein contained shall at any time hinder the Minister for Public Works, or any person duly authorized by him, from entering upon and making use of such lands or any portion thereof for any purpose whatever, provided that such use shall not, in the opinion of the Engineer-in-Chief, interfere with or hinder the Contractor in the performance of the contract.

CONDITIONS NOT TO BE VARIED, ETC.

32. None of the conditions of the contract shall be varied, waived, discharged, or released, either in law or in equity, unless by express consent in writing of the Minister.

DELIVERY OF NOTICE.

33. Any written instrument or notice to be given or delivered to the Contractor under the contract shall be deemed to have been so given or delivered when it is given or delivered to the Contractor, or to his representative on the works, or left at the Contractor's usual or last known place of abode or business.