

such railway, or if the Minister shall so direct any section thereof shall be opened for public traffic when and so soon as the Engineer shall certify the due completion of the same, and not earlier. If the Contractors shall be dissatisfied with any decision of the Engineer, or with his withholding a certificate of his satisfaction or of due completion under this clause or under clauses Nos. 35 or 36, they are to be entitled to have the matter referred to the decision of the Minister, and his decision shall be equivalent to a decision or certificate of the Engineer.

14. The Contractors will be responsible for and make good any damage which may arise to any railway or any section thereof, or any plant, within twelve calendar months after the same shall have been completed and opened for public traffic in case such damage shall, in the opinion of the Engineer, arise from defective construction or materials or improper workmanship; and no addition shall be made to "the total cost" on account thereof; but if any such damage (the making good of which would not, in the opinion of the Engineer, come under the head of ordinary repairs) shall arise within such period or at any time afterwards by reason of storms, floods, insufficiency of design, or war, or disturbances in the colony, the Contractors will make good all such damage with all convenient despatch to the satisfaction of the Engineer; and if after any such railway or any section thereof, as the case may be, shall have been opened for traffic the Governor shall at any time or times require that any further or altered works shall be executed for the better working and using of the same for the purposes of public traffic or otherwise, the Contractors will execute the same according to plans and specifications to be prepared or approved by the Engineer, and the amount of the cost which shall be incurred by the Contractors in making good any such damage as last aforesaid, or in executing such further or altered works (such amount to be agreed upon between the Governor and the Contractors, or determined by arbitration), shall from time to time be added to "the total cost of the said railway," or "the total cost" of any section thereof, as the case may be, and included in the capital account hereinafter mentioned.

15. The Contractors will provide all such plant as the Governor shall require them to provide for the working and carrying on of traffic upon any railway or any section thereof which may be about to be opened for public traffic according to such drawings and specifications as the Governor shall direct (adopting, so far as he may think fit, any recommendation of the Contractors), and the Contractors will cause the same to be placed upon the said railway or section, as the case may be, in all respects complete and ready for use seven days at least before the time appointed by the Governor for the opening of such railway or section thereof, as the case may be, for public traffic; and in case after such railway or any section thereof shall have been opened for public traffic the Governor shall consider it necessary or expedient that any further or other plant should be provided for such railway or section, as the case may be, the Contractors will find and provide the same with all reasonable despatch after receiving notice from the Governor requiring the same to be provided, all which further or other plant shall be in strict accordance with such drawings and specifications as the Governor shall direct (adopting, so far as he may think fit, any recommendation of the Contractors), and all such plant shall be in all respects to the satisfaction of the Engineer.

16. When the drawings and specifications shall have been settled and furnished to the Contractors, they will obtain tenders for the supply of each description of plant from not less than six respectable and responsible persons, whose names shall have been previously submitted to and approved by the Engineer in England, if such number shall be found willing to tender, or, if not, then from as many of them as shall tender, such tenders to be based on the terms of payment in cash, and for delivery and approval in England; and, when the tenders shall have been received, the Engineer in England and the Contractors shall, having regard to the said tenders, agree as to the cost to be incurred in obtaining the various descriptions of plant respectively, and the amount so agreed upon, or, in case the Engineer and the Contractors shall not agree, determined by arbitration, with all charges and expenses of approval of plant, and for transport in England, shipment, freight, insurance, and landing and transport, and erecting and fitting, in the colony, which the Contractors shall incur, together with interest thereon at the rate of £5 per cent. per annum from the dates of payment for the same by the Contractors until the plant shall be used, and together with £5 per cent. on such agreed amount, charges, and expenses (but not on the said interest) for or by way of Contractors' profit, shall be deemed to be "the cost of the plant," and shall be added to "the agreed cost," and form part of "the total cost" of the section, as hereinbefore provided, and shall be included in the capital account hereinafter mentioned. If it is intended that the plant shall be used in the working of and carrying on traffic upon more than one section, "the cost of the plant" may, at the option of the Minister, either be charged against any one section, or a proportionate part of the cost may be charged against all the sections in the working of and carrying on traffic upon which it is intended that the plant shall be used.

17. The Contractors shall not be bound to accept any of the tenders so received by them, and in no case shall they be allowed any profit upon the plant beyond the said profit of £5 per cent.; but any commission, discount, allowance, or proportion of profit which may be paid or allowed by the manufacturers of the plant, or any part thereof or otherwise, shall be deducted before the cost of plant shall be added to "the agreed cost."

18. The Contractors will, out of their own moneys, pay for all manufactured materials and plant which it shall be necessary or expedient to obtain in England.

19. Any expense which the colony may incur in approving the plant or any manufactured materials in England shall be repaid by the Contractors to the Governor upon demand; and the same shall be added to the agreed cost, and form part of the total cost of the section as hereinbefore provided, and shall be included in the capital account hereinafter mentioned.

20. The Contractors will keep a proper capital account relating to the construction of each railway to be made by them, and relating to the original cost of plant, to be called "The Railway Capital Account," to which the total cost of all moneys expended on capital account shall from time to time be carried; and such account shall be so prepared and kept as to distinguish, as far as practicable, the expenditure in respect of each section of such railway; and when and so soon as such railway or any section or sections thereof shall have been completed and furnished with the