

Lastly. The parties hereto shall and will each respectively perform, observe, and fulfil all and singular the conditions and stipulations expressed or contained in the said general conditions and specifications, and which thereby it is provided shall be performed, observed, or fulfilled by such parties respectively.

In witness whereof the Seal of the Colony has hereunto been affixed, and the said Contractors have hereunto set their hands and seals, the day and year first above written.

G. F. BOWEN,
Governor.

Sealed with the Seal of the Colony,
and signed by the Governor, in the pre-
sence of

WILLIAM FOX.
J. D. ORMOND.

ALEXANDER BROGDEN,
By his Attorney, James Brogden. (Seal.)

Signed, sealed, and delivered by the
above named Alexander Brogden, Henry
Brogden, and James Brogden in the
presence of

WM. THOS. LOCKE TRAVERS,
Solicitor,
Wellington.

HENRY BROGDEN,
By his Attorney, James Brogden. (Seal.)

JAMES BROGDEN. (Seal.)

(Seal of the
Colony.)

Approved in Council, August 10th, 1872.

FORSTER GORING.
Clerk of the Executive Council.

GENERAL CONDITIONS FOR THE AUCKLAND AND MERCER RAILWAY.

Interpretation Clause.

1. In these conditions the words "Minister for Public Works" shall mean the Minister for Public Works appointed under "The Immigration and Public Works Act, 1870," or any Minister or person for the time being authorized by the Governor to act for such Minister in respect of the special work contracted for; the word "Engineer" shall mean the Engineer for the time being who shall have principal charge of the works on behalf of the Government; and the word "Contractor" shall mean "Contractors" when two or more persons tender or contract jointly for the work; and the word "month" shall mean "calendar month."

Works, &c., to be according to Drawings and Specifications, and to the Satisfaction of the Engineer.

2. All the materials used are to be the best of their respective kinds, and all works of every description throughout are, subject to the provisions hereinafter contained, to be executed conformably to the several drawings and details prepared or that may be prepared for that purpose, and herein referred to, in the strictest accordance with the provisions of the specifications, and in the best, most substantial, and workmanlike manner, and to the satisfaction of the Engineer; and should any work not be so executed, it shall be immediately altered and amended at the cost of the Contractor.

Plans, &c.

3. A copy of the plans and drawings, with the specifications, shall be furnished to the Contractor by the Engineer, and the plans and drawings referred to in the specification, and the specification, shall be taken together to explain each other; and if, in the execution of the works, it shall be found that anything has been omitted or mis-stated either in the drawings or specification which is necessary for the proper performance and completion of any part or parts of the works, the Contractor shall at his own cost and expense execute the same, and provide whatever may be requisite for so doing, provided the extra cost thereof shall not exceed the sum of £200 in each particular case. Any written dimensions on the drawings shall be taken in all cases in preference to measurements by the scale attached, and anything contained either in the drawings or specification shall be equally binding on the Contractor as if it were contained in both; and in case the written or figured dimensions on the drawings shall disagree with the scaling, or in case there shall be any discrepancy between the drawings and specification, or any ambiguity in them, such occurrence shall not invalidate the contract, but the same shall be rectified by the Engineer if thought requisite, and the Contractor shall not be entitled to make any claim or demand for compensation or damages on account of such discrepancy or ambiguity. If neither the drawings nor the specification contain any notice of minor parts, the intention to include which is nevertheless clearly to be inferred, and which parts are obviously necessary for the workmanlike completion and stability of the work, all such parts are to be made and executed by the Contractor without extra charge, and are to be deemed by him as included in the sum at which he contracts for the works.

Extra Works and Alteration of Works.

4. The Contractor is to make and execute, in the like manner as aforesaid, and with the like materials as aforesaid, any additions, deviations, or alterations to, from, or in the works, which the Engineer may from time to time, previously to the commencement or during the progress of the works, by an order in writing, require, at and for such prices or rates as shall be agreed upon in writing between the Contractor and the Minister for Public Works. In case of non-agreement as to price the work shall be done by the Contractor as required by the Engineer, and the price thereof shall be