

settled by arbitration as hereinafter provided, and shall when so ascertained be added to and thenceforth deemed to be part of the contract-price for the works to be executed under this contract; but no additions, deviations, or alterations whatever, which shall be claimed by the Contractor, will be admitted or recognized under any circumstances, or will be allowed or paid for, which shall be done or executed without or contrary to any previous order from the Engineer in writing as aforesaid: Provided always that no addition, deviation, or alteration from the plans and specifications to be ordered by the Engineer as aforesaid shall involve an increased expenditure in connection with the works or any part thereof, unless distinctly authorized by writing under the hand of the Minister for Public Works, who, before authorizing any such deviation, shall obtain from the Engineer an estimate of the increased expenditure arising therefrom: Provided also that in all cases where such deviation, addition, or alteration as last aforesaid from the plans and specifications shall involve an outlay exceeding £500, the consent of the Governor in Council shall first be obtained. And in all cases it shall be the duty of the Contractor to satisfy himself that such addition, deviation, or alteration (if any) has been duly authorized in the manner required by "The Immigration and Public Works Act, 1870," and also that to any such outlay as aforesaid, requiring the consent of the Governor in Council as aforesaid, such consent has been obtained as required by the said Act.

*Omission of Portions of Works.*

5. To the Minister for Public Works there is reserved the right from time to time of requiring the omission of any particular portion or portions of works described in the specification or shown on the drawings, and of deducting the value thereof from the amount of the contract, such value to be agreed upon between the Minister for Public Works and the Contractor, or in case of difference to be settled by arbitration as hereinafter provided; but the Contractor shall be entitled to be paid a sum of 10 per cent. on the agreed or ascertained value of the work omitted; such sums for omissions to be paid on the completion of the contract.

*Materials, Labour, &c.*

6. The Contractor shall provide, at his own costs and charges, all materials, labour, tools, plant, tackle, machinery, scaffolding, wagons, cordage, cartage, stores, planking, centres, coffer-dams, diving-bells, staging, diving-dresses, and everything necessary for the proper execution and completion of the several works, and centres must not be struck without the written authority of the Engineer. The Contractor is also to provide, at his cost, for keeping all the trenches and foundations free from water, and for preventing all slips of ground into the trenches. All material and all prepared work brought upon the ground of the works for use therein is to be considered the property of the Queen, and the Contractor shall not take away any such material or work without the written authority of the Engineer, unless the same shall be required for the purposes of other works under this contract. The Contractor will be required to set out accurately, at his own expense, all the works comprised in this contract, agreeably to the drawings and specifications, and shall be held responsible for their being so set out and executed accordingly.

*Removal of Improper Materials.*

7. It shall be lawful for the Engineer to order the removal from the works of any materials, whether fixed or not, which may appear to him to be of an inferior or improper description, and the Contractor shall remove the same within twenty-four hours after a written notice in that behalf given to him by the Engineer; and, in case of neglect or refusal to remove the same according to such notice, the Engineer shall have power to remove the same at the cost of the Contractor.

*Contractor to be represented.*

8. The Contractor at all times during the progress of the works, when he is not personally superintending them, must have a responsible agent or overseer stationed on them, to receive instructions from the Engineer, and to represent him for all the purposes of this contract.

*Progress of Works.*

9. If the Contractor shall, in the opinion of the Engineer, fail to make such progress with the works as the Engineer shall deem sufficient to insure their completion within the specified time, or if the Contractor shall use or employ bad or insufficient materials, or execute any work in an imperfect manner, and shall fail or neglect to rectify any such cause of complaint for fourteen days after being thereunto required in writing by the Engineer, or if the Contractor shall, in the judgment of the Engineer, commit a wilful breach of his contract, then, and in any of such cases, it shall be lawful for the Minister for Public Works, by any instrument in writing under his hand 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, absolutely to determine this contract, and from and after the delivery of the said instrument as aforesaid the contract shall be absolutely determined; and in the event of such determination happening, then it shall be lawful for the said Minister, after having delivered such instrument to the Contractor as aforesaid, to take the works out of the Contractor's possession, and at the option of such Minister either to carry the works on under the Engineer or by another Contractor, and that either after advertising for Contractors or without doing so, as he shall think fit; and all the materials, implements, and plant then upon or used in connection with the works may be used in and applied for the purpose of completing the works; and on the final completion of the works, if it should be found that the balance of the contract-price remaining unpaid, if any, and the deposit-money and percentages, together with the net proceeds realized by the sale of the then residue of such materials, implements, and plant as aforesaid, after being sold in any way that may appear to be most advisable to the Minister for Public Works, is not sufficient to meet the outlay incurred in completing the works in all respects, then the Contractor, his executors or administrators, shall be bound to pay to the Minister for Public Works the surplus expenditure above such balance, and other sums as aforesaid. But if, on the other hand, the works shall be completed within the contract-price, then there shall be paid to the Contractor, or his executors, administrators, or assigns, such balance as may be due to him or them,