

ven by the said
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the plans and
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Architect's expla-
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ifying the amount of work done and of the materials delivered at the place herein above mentioned; but that nevertheless it shall be lawful to Her Majesty to withhold from the parties of the first part and retain fifteen per cent, out of the amount of each of the Estimates until the perfect completion of the works and the acceptance of the same by the Commissioner, which fifteen per cent so withheld and retain, shall be paid with the last instalment, within ten days after the Architect, or Officer in charge shall have delivered to the Commissioner his final Estimates of the works performed and the materials furnished, and his certificate of the entire works having been fully completed and finished, if the Commissioner shall so soon accepted and approved of the works and that in forming his final Estimate, the Architect, or the other Officer in charge shall not be bound or governed by the preceding monthly Estimates; which shall be taken and considered merely as approximate. Provided always and it is further agreed that with the approval and consent of the securities hereinafter named, Her said Majesty, from time to time, during the progress of the works, may pay to the parties of the first part, the whole or any portion of the fifteen per cent so withheld and retained.

2. That if by the Report of the architect or superintendent employed by the Commissioner in that behalf, it shall appear that the establishment and rate of progress at or connected with the said works, are not such as to ensure the completion of the same, within the time herein prescribed, or if the parties of the first part shall persist in course, violating the provisions of this contract. Her said Majesty shall have the power, at her discretion, by the Commissioner aforesaid, or his Successors in office, without notarial protest, process, or suit at law; but by giving three days previous notice thereof in writing, either to take the works, or any part thereof, out of the hands of the said parties of the first part, and to relet the same to any other Contractor or Contractors without its being previously advertised, or to employ additional workmen and provide materials, tools and other necessary things, at the expense of the said parties of the first part; and the parties of the first part in either case shall be liable for all damages and extra-costs and expenditure, which may be incurred by reason thereof: and shall in either of such cases likewise forfeit all moneys then due, under the conditions and stipulations, or any or either of them herein contained.