

Contractor to have no claim for delay.

16. The Contractor shall not have or make any claim or demand, or bring an action or suit or petition against Her Majesty for any damage which may be sustained by reason of any delay in the progress of the work, arising from the acts of any of Her Majesty's agents, and it is agreed that in the event of any such delay the Contractor shall have such further time for the completion of the works as may be fixed in that behalf by the Minister.

Contractor not to make assignment.

17. The Contractor shall not make any assignment of this contract, and in the event of any assignment being made, Her Majesty may take the work out of the Contractor's hands, and either stop the same or employ such means and at such times as she may see fit to complete the same; and in such case the Contractor shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the Contractor of the works; and all materials and things whatsoever, and all horses, machinery, and other plant provided by the Contractor for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

Work may be taken out of Contractor's hands.

18. Time shall be deemed to be of the essence of this contract.

Contractor responsible for damage.

19. The Contractor shall be responsible for all damages claimable by any person or corporation whatsoever, in respect of any injury to persons or to lands, crops, buildings, ships or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works, or by insufficient fencing or otherwise, or by any neglect or misfeasance or non-misfeasance on the part, and shall and will at her own expense, make such temporary provisions as may be necessary for the protection of persons, or of lands, crops, buildings, ships or other property, or for the uninterrupted enjoyment of all rights of persons or corporations, in and during the performance of the said works, and whenever the Contractor fails promptly to settle and discharge any claim for such damage, Her Majesty may, and so far as she thinks such claims just, settle and discharge the same and deduct any amount so paid by her in discharge thereof, from any moneys, at any time, payable by Her Majesty to the Contractor.

Failing to pay salaries or wages.

20. If the Contractor fail at any time in paying the salaries or wages of any person employed by her upon or in respect of the said works, or any of them, and any part of such salary be one month in arrear, or if there be due to any such person one month's wages or salary, the Engineer may notify the Contractor to pay such salary or wages, and if two days elapse and the same be not paid in full up to the date of payment or to such other date as may be in accordance with the terms of employment of such person, then Her Majesty may pay to such person salary or wages from any date to any date, and to any amount which may be payable, and may charge the same to the Contractor, and the Contractor covenant with Her Majesty to repay at once any and every sum so paid.

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10	Solid
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12	Loose
13	Earth
14	Borrow
15	Under
16	Stream