

, tools, and plant are or are
al and conclusive.

d by the Contractor during
neer, and should the person
conduct himself improperly,
at once be appointed in his
representative of the Con-
positions and instructions of

on of the Engineer not in-
not sufficiently sound, or
or brought to the intended
ly executed, the Engineer
provide proper material or
may be, and thereupon the
requisition, and if twenty-
been complied with, the
work, to be removed;
by all such damages and
rial, materials, or other
tion, retain and deduct
Contractor.

s whatsoever, provided
not rejected under the
of their being so pro-
shall be the property
he shall on no account
the said works, with-
all not be answerable
a machinery or other
pletion of the works
any, as shall be due
other plant, material
ks, and shall remain
tractor, but if the
by Her Majesty as
of, and the proceeds

workmen, horses,
materials, respec-
said works, to be

insufficient for the advancement thereof towards completion within the limited time,
or that the works are, or some part thereof is not being carried on with due diligence,
then in every such case the said Engineer may, by written notice to the Contractor, require
to employ or provide such additional workmen, horses, machinery or other plant, or materials, as the Engineer may think necessary, and in case the Con-
tractor shall not thereupon within three days, or such other longer period as may
be fixed by any such notice, in all respects comply therewith, then the Engineer
may, either on behalf of Her Majesty, or if he see fit, may, as the agent of and on
account of the Contractor, but in either case at the expense of the Contractor,
provide and employ such additional workmen, horses, machinery and other plant, or
any thereof, or such additional plant and materials respectively, as he may think
proper, and may pay such additional workmen such wages, and for such additional
horses, machinery or other plant, and materials respectively, such prices as he may
think proper, and all such wages and prices respectively, shall thereupon at once be
repaid by the Contractor, or the same may be retained and deducted out of any
moneys at any time payable to the Contractor; and Her Majesty may use in the
execution or advancement of the said work not only the horses, machinery, and other
plant, and materials so in any case provided by any one on Her behalf, but also all
such as may have been or may be provided by or on behalf of the said Contractor.

Material or
labour to be
increased.

14. In case the Contractor shall make default or delay in diligently continuing
to execute or advance the works to the satisfaction of the Engineer, or in case the
Contractor shall become insolvent, or make an assignment for the benefit of credi-
tors, or neglect either personally or by a skilful and competent agent to superintend
the works, then in any of such cases 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 work, and in such cases 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
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.

Delay in
execution.

Work may be
taken out of
Contractors
hands.

15. The Contractor shall be at the risk of, and shall bear, all loss or damage
whatsoever, from whatsoever cause arising, which may occur to the works, or any
of them, until the same be fully and finally completed and delivered up to and
accepted by the Minister; and if any such loss or damage occur before such final
completion, delivery and acceptance, the Contractor shall immediately at
own expense, repair, restore and re-execute the work so damaged, so that the whole
works, or the respective parts thereof, may be completed within the time hereby
limited.

Contractor to
take risk of
loss or
damage.