

for the prosecution of the works, and the rails and fish plates are to be delivered to the Contractor at the ships rail, at Port Moody, from time to time, as the Engineer may think they are required for the works.

5. The aforesaid specification, plans and drawings, prepared and to be prepared, and the several parts of this Contract shall be taken together, to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or mis-stated, which is necessary for the proper performance and completion of any part of the work contemplated, the Contractor will at own expense, execute the same as if it had been properly described, and the decision of the Engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to, or deviation from, the works hereby contracted for.

Omissions to be made good.

6. The Engineer, with the sanction of the Minister, but not otherwise, shall be at liberty at any time, either before the commencement or during the construction of the works or any portion thereof, to order any work to be done, and to make any changes which he may deem expedient in the grades, the width of cuttings and fillings, the dimensions, character, nature, location, or position of the works, or any part or parts thereof, or in any other thing connected with the works, whether, or not, such changes increase or diminish the work to be done, or the cost of doing the same, and the Contractor shall immediately comply with all written requisitions of the Engineer in that behalf, but the Contractor shall not make any change in or addition to, or omission, or deviation from the works, unless directed by the Engineer, with the sanction of the Minister, and shall not be entitled to any extra payment by reason of any change, addition, or deviation, unless such change, addition or deviation, shall have been first directed in writing by the Engineer, with the sanction of the Minister, and notified to the Contractor in writing, nor unless the Engineer certifies in writing that such change, addition or deviation increases the cost of the work, and specifies in writing the nature of the increase and the quantities and measurements thereof. The decision of the Engineer in that behalf shall be final, and the obtaining of his certificate shall be a condition precedent to the right of the Contractor to be paid therefor. If the Engineer certifies in writing that such change, addition or deviation increases the cost of the work, and specifies in writing the nature of the increase and the quantities and measurements thereof, the Contractor shall be paid, in addition to the contract price mentioned in this Contract for the works, such sum as may be certified to by the Engineer as being the value of such increase, calculated according to the rates for the various classes of work set out in the schedule hereto annexed, and should the increase contain work of a class not specified in the said schedule, such unspecified work shall be calculated according to a rate therefor to be fixed by the Engineer. If the Engineer certifies in writing that any such change, addition, omission or deviation diminishes the cost of the work, and specifies in writing the nature of the decrease and the quantities and measurements thereof, the decision of the Engineer in that behalf shall be final, and there shall be deducted from the contract

Changes and extra work.