

Chief Engineer to be arbitrator.

32. It is hereby agreed that all matters of difference arising between the parties hereto, upon any matter connected with or arising out of this contract, the decision whereof is not hereby especially given to the Engineer, shall be referred to the award and arbitration of the Engineer, and the award of such Engineer shall be final and conclusive; and it is hereby declared that such award shall be a condition precedent to the right of the Contractor to receive or be paid any sum or sums on account or by reason of such matters in difference. behalf of

33. It is distinctly declared that no implied contract of any kind whatsoever, by or on behalf of Her Majesty, shall arise or be implied from anything in this contract contained, or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants and agreements herein contained and made by Her Majesty, are and shall be the only contracts, covenants and agreements upon which any rights against Her are to be founded.

34. This contract is hereby, pursuant to the provisions of the 8th section of the Statute, 41st Victoria (1878), chapter 3, made subject to the express condition that no Member of the House of Commons of Canada shall be admitted to any share or part of such contract, or to any benefit to arise therefrom.

Contract may be cancelled.

35. In the event of it becoming advisable in the interests of the public to suspend the work hereby contracted for, or any portion thereof, at any time before its completion, and to put an end to this contract, the Minister shall have full power to stop the work and to cancel this contract, on giving due notice to that effect to the Contractor. The Contractor, however, will be entitled to receive payment for all sums then due for work already done, materials used or delivered, or ready to be used, or in course of preparation, together with such reasonable compensation as will cover all *bond fide* damages, if any, resulting therefrom, and as may then be agreed upon; or, in case of disagreement, as may be determined by the Official Arbitrators of the Dominion of Canada; it being understood, however, that no compensation will be allowed to or claimed by the Contractor for materials procured for the works, after the date of the service of the notice above referred to, or for any loss of anticipated profits, either in respect of the works so suspended as aforesaid, or of the materials then procured for said works. Signed, the by and

36. It is distinctly declared and agreed that none of Her Majesty's Ministers, officers, engineers, agents or servants, have or shall have power or authority in any way whatever to waive on the part of Her Majesty any of the clauses or conditions of this contract, it being clearly understood that any change in the terms of this contract to be binding upon Her Majesty must be sanctioned by order of the Governor General in Council.

IN WITNESS whereof, the Contractor ha hereto set hand and seal and these presents have been signed and sealed by the said Minister, and countersigned by the Secretary of the Department of Railways and Canals, on