

And in case of dispute as to what work, labor, materials, tools, and plant are or are not so included, the decision of the Engineer shall be final and conclusive.

Foreman.

10. A competent foreman is to be kept on the ground by the Contractor during all the working hours, to receive the orders of the Engineer, and should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly, he may be discharged by the Engineer, and another shall at once be appointed in his stead; such foreman shall be considered as the lawful representative of the Contractor, and shall have full power to carry out all requisitions and instructions of the said Engineer.

Unsuitable material or imperfect work

11. In case any material, or other things in the opinion of the Engineer not in accordance with the said several parts of this Contract, or not sufficiently sound, or otherwise unsuitable for the respective works, be used for or brought to the intended works, or any part thereof, or in case any work be improperly executed, the Engineer may require the Contractor to remove the same, and to provide proper material or other things, or properly re-execute the work, as the case may be, and thereupon the Contractor shall and will immediately comply with the said requisition, and if twenty-four hours shall elapse and such requisition shall not have been complied with, the Engineer may cause such material, or other things, or such work, to be removed; and in any such case the Contractor shall pay to Her Majesty all such damages and expense as shall be incurred in the removal of such material, materials, or other things, or of such work; or Her Majesty may, in her discretion, retain and deduct such damages and expenses from any amounts payable to the Contractor.

All plant and material to become property of Her Majesty.

12. All machinery and other plant, materials and things whatsoever, provided by the Contractor for the works hereby contracted for, and not rejected under the provisions of the last preceding clause, shall from the time of their being so provided become, and until the final completion of the said works, shall be the property of Her Majesty for the purposes of the said works, and the same shall on no account be taken away, or used or disposed of except for the purposes of the said works, without the consent in writing of the Engineer, and Her Majesty shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, material or things, provided always that upon the completion of the works and upon payment by the Contractor of all such moneys, if any, as shall be due from to Her Majesty such of the said machinery and other plant, material and things as shall not have been used and converted in the works, and shall remain undisposed of shall, upon demand, be delivered up to the Contractor, but if the Contractor be indebted to Her Majesty, the same may be held by Her Majesty as security for such indebtedness, and may be sold and disposed of, and the proceeds applied towards payment of such indebtedness.

Insufficient plant.

13. If the Engineer shall at any time consider the number of workmen, horses, or quantity of machinery or other plant, or the quantity of proper materials, respectively employed or provided by the Contractor on or for the said works, to be