

assigns, and Her Majesty for Herself, Her heirs and successors, in manner following, that is to say:—

1. Payment of any sums of money which may be made to the contractor by Her Majesty under this contract, will be so made according to the provisions of the Statutes of Canada, thirty-first Victoria, chapter twelve, and within ten days after an estimate of the architect, or officer in charge, shall have been received by the Minister, specifying the amount of work done during the month or period then ending; but nevertheless the Minister, on behalf of Her Majesty, may with hold and retain from the contractor ten per cent, out of the estimates, until the perfect completion of the work, and the acceptance of the same by the Minister; provided that the Minister may at any time, and from time to time, advance and pay to the contractor any portion of the percentage hereinbefore mentioned.

2. That the Minister on behalf of Her Majesty may make payments or advances on materials, procured for the works or used, or intended to be used about the same, in such cases and upon such terms and conditions as to the Minister may seem proper, and that whenever any advance or payment shall be made to the contractor upon any tools, implements or materials of any description, the same, or such as upon which such advance or payment shall be made, shall thenceforward be vested in and held as collateral security by Her Majesty, Her heirs and successors, for the due fulfilment by the contractor of this contract, it being, however, well understood, that all such materials of any kind are to remain at the risk of the contractor who shall be responsible for the same, unless and until the same are, upon the completion of the contract, finally accepted as part of the work, by the Minister, but the contractor shall not exercise any act of ownership, or control whatever, over any materials, upon which any advance or payment has been so made, without the permission in writing of the Minister.

3. That in case the amount heretofore voted by the Parliament of Canada, for the construction of the work be at any time expended, previously to the completion of the work embraced in this contract, the contractor may or may not, at his option, on receipt of a notice in writing from the Minister of such expenditure having occurred, stop the work; but in such case, the contractor shall not be entitled to any further payment for work done, or materials supplied after the service of such notice, unless and until the necessary funds shall be voted by Parliament, nor shall the contractor have any claim for compensation or damages, for the suspension of work accruing on such notice aforesaid, or suspension of payment.

IN WITNESS WHEREOF, the said contractor has hereunto set his hand and affixed his seal, and the Minister of Public Works of the Dominion of Canada, acting herein on behalf of Her Majesty, has set his hand and seal the day and year first above written.

Signed, sealed and delivered by the }
contractor in the presence of }

F. M SAUCIER.

A. CHARLEBOIS. [L.S.]

Signed, sealed and delivered by the }
Minister and countersigned by }
the Secretary of Public Works, in }
the presence of }

F. M. SAUCIER.

HECTOR L. LANGEVIN,
Minister of Public Works.

A. GOBEIL,
Secretary.

(Exhibit No. 16 is not printed.)