

..... subject to the increase or

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decrease thereof according to the terms of the sixth clause hereof.

Except as provided in the sixth clause hereof, the Contractor shall have no claim for additional price or remuneration in respect of any materials or workmanship alleged to be of a quality or cost superior or greater than those required by the specifications.

Payments.

24. Cash payments equal to about ninety per cent. of the value of the work done approximately made up from returns of progress measurements and computed at the prices set out on the schedule hereto annexed, or fixed by the Engineer for work not specified in said schedule, will be made to the Contractor monthly on the written certificate of the Engineer that the work for or on account of which the certificate is granted, has been duly executed to his satisfaction, and stating the value of such work computed as above mentioned—and upon approval of such certificate by the Minister, and the said certificate, and such approval thereof shall be a condition precedent to the right of the Contractor to be paid the same ninety per cent. or any part thereof. The remaining ten per cent. shall be retained until the final completion of the whole work to the satisfaction of the Engineer and acceptance thereof by the Minister, and within two months after such completion and acceptance the remaining ten per cent. will be paid. And it is hereby declared that the written certificate of the Engineer certifying to the final completion of said works to his satisfaction shall be a condition precedent to the right of the Contractor to receive or be paid the said remaining ten per cent., or any part thereof.

Monthly estimates.

25. It is intended that every allowance to which the Contractor fairly entitled, will be embraced in the Engineer's monthly certificates; but should the Contractor at any time have claims of any description which consider are not included in the progress certificates, it will be necessary for to make and repeat such claims in writing to the Engineer, within fourteen days after the date of each and every certificate in which allege such claims to have been omitted.

Claims.

26. The Contractor in presenting claims of the kind referred to in the last clause must accompany them with satisfactory evidence of their accuracy, and the reason why think they should be allowed. Unless such claims are thus made during the progress of the work, within fourteen days, as in the preceding clause, and repeated, in writing, every month, until finally adjusted or rejected, it must be clearly understood that they shall be forever shut out, and the Contractor shall have no claim on Her Majesty in respect thereof.