

materials, plant and labor required for the works, and generally, respecting every matter or thing which may in any way affect the carrying out of this Contract or the cost of the works contracted for. No information obtained by or for the Contractor from any of Her Majesty's Ministers, Officers, Engineers, Agents or Servants, or from any other person, shall relieve the Contractor from any risks or from the entire fulfilment of this Contract, or shall give him any claim or right, equitable or otherwise, against Her Majesty in addition to his claims and rights under the express provisions of this Contract.

On whom
binding

2. All covenants and agreements herein contained shall be binding on and extend to the Executors and Administrators of the Contractor and shall extend to and be binding upon the successors of Her Majesty, and wherever in this contract Her Majesty is referred to, such reference shall include her successors, and wherever the Contractor is referred to, such reference shall include Executors and Administrators.

Labour, plant
and material.

3. The Contractor will, with the exceptions hereinafter named, at own expense, provide all and every kind of labour, machinery, plant, lands for temporary purposes, required in connection with the works or in the construction thereof, and materials, articles and things whatsoever necessary for the due execution and completion of all and every the works set out or referred to in the Specifications hereunto annexed, and set out or referred to in the plans and drawings prepared and to be prepared for the purposes of the work, and will execute and fully complete the respective portions of such works and deliver the same complete to Her Majesty, on

Time of
completion.

or before the

Material and;
workman-
ship.

The said work to be constructed of the best materials of their several kinds, and finished in the best and most workmanlike manner, in the manner required by and in strict conformity with the said specifications and drawings now prepared and which may from time to time be furnished, and to the complete satisfaction of the Engineer.

Exceptions.

4. The exceptions above alluded to are (1) the land for the right of way, station grounds, borrow pits and ballast pits, (2) the rails, fish plates, bolts and Servis Tie Plates for the track. The said land is to be procured by Her Majesty from time to time as the Engineer may think it is required for the prosecution of the works, and the rails and fish plates and track bolts are to be delivered to the Contractor at the Intercolonial Railway Wharf at Richmond, Halifax, from time to time, as the Engineer may think they are required for the works.

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