

dismiss the Contractor from the works and to employ some other person to finish the works in such manner as the party of the first part or his representative may direct and all sums of money which shall be paid on account thereof shall be deemed a payment on account of the contract but without prejudice to the right to receive any money in excess of the contract given which may be paid for so finishing the work or any other damage caused by a breach of the contract.

That in the case of the delivery of a quantity of materials or the preparation of a quantity of work which cannot be conveniently paid the party of the first part or his representative may if he approves of what has been done grant a certificate for payment on account for same which payments are to be reckoned to be made on account of the contract but such certificates if given shall not exonerate the Contractor from liability to alter any works which may be deemed improper or unsatisfactory by the duly qualified representative of the party of the first part.

(sgd) That the party of the first part or his representative shall have the right to reject any ~~any~~ material that he considers unfit to be used even though the same may have been fixed in the works and to have any work re-done which may be considered unsound or unworkmanlike by him

And