

she may see fit to complete the same; and in such case the Contractor shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the Contractor of the works; and all materials and things whatsoever, and all horses, machinery, and other plant provided by for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

18. Time shall be deemed to be of the essence of this contract.

19. The Contractor shall be responsible for all damages claimable by any person or corporation whatsoever, in respect of any injury to persons or to lands, buildings, ships or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works, or by any neglect or misfeasance or non-misfeasance on part, and shall and will at own expense, make such temporary provisions as may be necessary for the protection of persons, or of lands, buildings, ships or other property, or for the uninterrupted enjoyment of all rights of persons or corporations, in and during the performance of the said works.

20. If the Contractor fail at any time in paying the salaries or wages of any person employed by upon or in respect of the said works, or any of them, and any part of such salary be one month in arrear, or if there be due to any such person one month's wages or salary, the Engineer may notify the Contractor to pay such salary or wages, and if two days elapse and the same be not paid in full up to the date of payment or to such other date as may be in accordance with the terms of employment of such person, then Her Majesty may pay to such person salary or wages from any date to any date, and to any amount which may be payable, and may charge the same to the Contractor, and the Contractor covenant with Her Majesty to repay at once any and every sum so paid.

21. The Contractor will protect and will not remove or destroy or permit to be removed or destroyed, the stakes, buoys and other marks placed on or about the said works by the Engineers of the works, and shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

22. Any notice or other communication mentioned in this Contract to be notified or given to the Contractor shall be deemed to be well and sufficiently notified or given, if the same be left at the Contractor office, or mailed in any Post Office to the Contractor or foreman, addressed to the address mentioned in this Contract, or to the Contractor last known place of business.

23. And Her Majesty, in consideration of the premises, hereby covenants with the Contractor, that subject to the terms of this contract, will be paid for and in respect of the works, and in the manner set out in the next clause hereof, the sum of