

ments, or materials upon which any advance or payment shall have been so made, without the permission in writing of the Commissioner.

6. That should any overseer, mechanic or workman employed on or about the works give any just cause of complaint, the parties of the first part shall immediately upon the application of the Commissioner, his architect, or person in charge, dismiss such person or persons forthwith from the works, and he shall not be employed again therein, without the consent of the Commissioner; and should the said parties of the first part continue to employ such overseer, mechanic or workman, the parties of the first part shall forfeit to Her Majesty, Her Heirs and successors the sum of twenty dollars currency aforesaid for each and every day during which such overseer, mechanic or workman shall be employed on the works, after such application as aforesaid; and all sums so forfeited, shall be deducted from and out of the amount which the said parties of the first part may be entitled to receive from her said Majesty, at the commencement of the month next ensuing such forfeit, or at a later period, as Her Majesty shall deem proper.

7. That if any change or alteration, either in the position or details of any part of the said works, shall be required by the said Commissioner during the progress thereof, the parties of the first part is hereby bound to make such alterations, or change, and if such alterations or change shall entail extra expense on the said parties of the first part, either in labour or materials, the same shall be allowed to the said parties of the first part according to the schedule of prices number two hereinafter mentioned, or should it be a saving to the said parties of the first part, in labour or materials, the same shall be deducted from the amount of this contract; in which case, the amount is to be determined and estimated by the said Commissioner, his architect, or officer in charge, according to the schedule of prices number one herein above mentioned for omissions; but no such change or alteration, whatever may be the extent or quality thereof, or at whatever time they may be required, to be made pending the said contract, shall in any wise have the effect of suspending, superseding, annulling, or rescinding this contract, which shall continue to subsist, notwithstanding any such change or alteration; and every such change or alteration