

Delay in
execution.

14. In case the Contractor shall make default or delay in diligently continuing to execute or advance the works to the satisfaction of the Engineer, or in case the Contractor, shall become insolvent, or make an assignment for the benefit of creditors, or neglect either personally or by a skilfull and competent agent to superintend the works, then in any of such cases Her Majesty may take the work out of the Contractor's hands and either stop the same or employ such means and at such times as she may see fit to complete the work, and in such cases 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.

Work may
be taken out
of contractors
hands.

Contractor to
take risk of
all loss or
damage.

15. The Contractor shall be at the risk of, and shall bear, all loss or damage whatsoever, from whatsoever cause arising, which may occur to the works, or any of them, until the same be fully and finally completed and delivered up to and accepted by the Minister; and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractor shall immediately at own expense, repair, restore and re-execute the work so damaged, so that the whole works, or the respective parts thereof, may be completed within the time hereby limited.

Contractor to
have no claim
for delay.

16. The Contractor shall not have or make any claim or demand, or bring any action or suit or petition against Her Majesty for any damage which may sustain by reason of any delay in the progress of the work, arising from the acts of any of Her Majesty's agents, and it is agreed that in the event of any such delay the Contractor shall have such further time for the completion of the works as may be fixed in that behalf by the Minister.

Contractor
not to make
assignment

17. The Contractor shall not make any assignment of this contract, or any sub-contract, for the execution of any of the works hereby contracted for; and in any event no such assignment or sub-contract, even though consented to, shall exonerate the Contractor from liability, under this contract, for the due performance of all the work, hereby contracted for. In the event of any such assignment or sub-contract being made then the Contractor shall not have or make any claim or demand upon Her Majesty for any future payments under this contract for any further or greater sum or sums than the sum or sums respectively at which the work or works so assigned or sub-contracted for shall have been undertaken to be executed by the assignee or sub-contractor; and in the event of any such assignment or sub-contract being made without such consent, Her Majesty make take the work out of the Contractor hands, and either stop the same or employ such means and at such times as

Work may be
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