

so soon have accepted and approved of the work; and that in forming his final estimate, the architects in charge shall not be bound or governed by the preceding monthly estimates, which shall be considered and taken as merely approximate. And it is expressly declared that the monthly payments to be made to the contractor as hereinbefore mentioned, shall be made upon the basis of the schedule of prices hereunto annexed, marked C, to be nevertheless regulated, determined and applied in all cases whatever by the Commissioner or the architects in charge, and upon none other basis or scale; and further, that the presentation of the monthly estimate of the architect in charge shall not of itself entitle the contractor to demand payment of the amount to be paid as hereinbefore mentioned.

2. That it shall be in the power of the Commissioner on behalf of Her Majesty, to make payments or advances on materials, implements, vessels, or tools of any description procured for the works, or used, or intended to be used about the same, in such cases, and upon such terms and conditions as the said Commissioner may seem proper, and that whenever any advance or payment shall be made to the Contractor upon any tools, implements, or materials of any description, the tools, implements, or materials upon which such advance or payments shall be made shall thenceforward be vested in and held as collateral security by Her Majesty, Her Heirs and Successors, for the due fulfilment by the Contractor of the present contract, it being however well understood that all such tools, implements, or materials of any kind, are to remain at the risk of the Contractor who shall be responsible for the same, until finally used and accepted as part of the work by the Commissioner, but the Contractor shall not exercise any act of ownership or control whatever over any tools, implements, or materials upon which any advance or payment has been so made without the permission in writing of the Commissioner. See Exhibit, No. —, McGreevy's objections.

3. That should the amount now or at any time hereafter to be voted for the purposes contemplated by the 2nd section of the Act of this Province, 20th Vict. c. 17, be at any time expended previous to the completion of the work, now contracted for; the Contractor may or not, as he may see fit on receiving a notice in writing from the Commissioner to the above effect, stop the work, but in any case, the Contractor shall not be entitled to any further payment for work done after the service of the notice above referred to, until the necessary funds have been voted by the Legislature, nor shall the Contractor have any claim for compensation or damages for the said suspension of payment.

In this contract, the words "Her Majesty" or "Her Majesty the Queen" shall mean Her Majesty, Her Heirs, and successors.

The words "The Commissioner" shall mean the Commissioner of Public Works of the Province of Canada for the time being.

The words "The Contractor" shall mean the hereinbefore mentioned Ralph Jones, Edward Haycock, Thomas McGreevy, and Thomas C. Clarke, carrying on business as contractors for building, under the firm of Jones, Haycock & Company, and heirs, executors, administrators and assignees of them, and each and every of them generally and severally.

☞ See Exhibit No. 41, McGreevy's objections.

EXHIBIT, No. 106.

LIST OF SEVERAL LEADING CONTRACTS MADE BY DEPT. OF PUBLIC WORKS.

1. Montreal Court House, Laberge & Co., Contractors.
Dated 28th Nov., 1850, and 7th March, 1851.

No schedule attached to this contract, but one was afterwards adopted and acted on during the progress of the work.

The Contractor was requested to furnish a detailed estimate with his tender, and his price to be taken for contract and extra work as progress estimates.