

contract and the other contracts respectively, in so far as they may be affected by the execution of this contract during the progress of the works, and until the same shall be completed and certified as such by the Architect or officer in charge, and be received and taken by the Minister as complete; and the contractor shall also repair, replace and amend any work or materials, whether under this contract or the other contracts, and that all percentage, drawbacks, reserves, deductions or other funds retained by the Minister on behalf of Her Majesty, shall, in the event of any such loss, damage, detriment or injury, be applied by the Minister so far as may be necessary for the reconstruction, amendment, restoration and repairs of the work, materials or machinery.

10. It is hereby agreed that in addition to the liquidated damages to be recovered by Her Majesty as provided for in the fourth clause hereof, on the failure of the contractor to complete the work herein contracted for, at the period of time hereinbefore mentioned, the contractor shall be liable for and shall pay or cause to be paid to Her Majesty all percentage, salaries and wages which shall be or become due to the Architect or officer in charge, or subordinate person, or persons superintending the work on behalf of the Minister from the period so hereinbefore named for the completion of the works, up to and until the said works shall actually, be completed and received, and the Minister may deduct and retain in his hands out of the percentage hereinafter mentioned, or out of any moneys which may otherwise at any time become or fall due to the contractor all such sum and sums of money as shall have been so incurred, defrayed or expended by the Minister for such purpose, or the Minister may recover the same from the contractor in an action in the name of Her Majesty as moneys paid for and on account of the contractor.

11. If it shall at any time appear to the Minister that the establishment or the rate of progress at, in and upon the said work embraced in this contract, or of any part thereof, or of any work or matter incident to the same, or in any way connected therewith, are not satisfactory (having due reference to the sufficiently advanced state of the works under other contractors to enable the contractor to proceed with his work), or such as to ensure the completion of the same within the time hereinbefore mentioned, or on failure or breach by the contractor of any matter or thing herein contained, on the part of the contractor to be done or performed, or if the contractor shall at any time or times neglect or refuse to carry on this contract, or any part of it, or to supply requisite or proper tools, implements or plant and materials, or be unable to carry on the same, then, and in any of such cases, the Minister may forthwith, after having given six days' notice to the contractor of his intention to do so, and without any process or suit at law, or other legal proceeding of any kind whatever, or without its being necessary to place the contractor *en demeure*, either absolutely take the work, or any part thereof, out of the hands of the contractor and re-let the same without the necessity of previous advertisement, or employ additional workmen and provide materials, tools, implements and all other things requisite for the completion and performance of the contract at the expense of the contractor, and the contractor shall, in either case, be liable for all damages and extra costs and expenditure which may be incurred by reason thereof, and if such damages, extra costs and expenditure exceed in the whole the sum of sixty thousand dollars, then Her Majesty may recover of and from the contractor the balance or excess over and beyond the last mentioned sum, provided the contractor herein shall have the right to carry on the work of the contract at all times and periods, so that the same