

The whole of the Ties shall be delivered on the premises of the Company and be stacked carefully and in separate piles so as to admit of easy inspection and culling.

The Ties to be subject to the culling of the Company's Inspector, but the Company shall not accept or be liable for the same, until approved of by their Chief Engineer; and the Contractor or his Agent shall attend when required to cull the said Ties, none of which will be received on Road crossings, or at points below the level of the Track.

Ten per cent. will be retained on all payments until the completion of the Contract, and shall be forfeited by the Contractor in case of failure.

Four weekly estimates in favor of the Contractor will be given in after the 9th day of January next, payable eight weeks from the date returned; the quantity in such estimates, until the season of culling commences, to be at the discretion of the Chief Engineer.

All cull Ties must be removed from the premises of the Company, and the said Company will not be responsible for any loss or deficiency if left on their property.

The Contractor shall, if required, provide a quantity not exceeding 5 per cent. of the total amount of Ties 16 and 18 feet long, which will each be reckoned as two Ties.

If at the expiration of the stipulated periods before mentioned, the Contractor shall have failed to have delivered the quantities at the time or times specified to the entire satisfaction of the Company, or if at any time the Company's Chief Engineer does not think the Contractor is making good progress, then the said Company shall, by giving Contractor one week's notice, have the power to undertake its completion, and to employ additional workmen and provide materials, tools, and other necessary things, at the expense of the Contractor, and the said Contractor shall be liable for all damages and extra costs and expenditure which the Company may incur by reason of the said premises, and the Company shall have the power to apply for that purpose any balance in their hands that may be due to the said Contractor.

And it is further well understood that if the Contractor pull down or displace any of the fences along the line, or make use of the road when the fence has been displaced, he must and shall be accountable for all damages to the said Company by reason of the fences being so displaced, for cattle straying on the Railway or any other damages that may occur, and also that the Contractor must repair the fences and make them good in all places where he has had roads, before he receives a final settlement for his Ties, or pay the said Company such amount as their Engineer will consider sufficient to cover the cost of repairing the fences.

If any dispute should arise between the Company and the Contractor on any point connected with the Contract or incidental thereto, the Engineer of the Company then acting, shall decide the same, and his decision shall be final and conclusive and binding on the Company and Contractor.

In all cases the Contractor must be prepared to offer security for the due completion of the Contract, and shall sign a Contract Deed embracing the terms of this Tender.

Parties desirous of tendering for a supply of Ties delivered at Portland by water carriage, can deliver them on the wharves belonging to this Company—that may be pointed out by the Company's Chief Engineer, and at such time as may be arranged, and the Tender to be in United States currency.