

expense as shall be incurred in the removal of such material, materials, or other things, or of such work; or Her Majesty may, in her discretion, retain and deduct such damages and expenses from any amounts payable to the Contractor.

12. All machinery and other plant, materials and things whatsoever, provided by the Contractor for the works hereby contracted for, and not rejected under the provisions of the last preceding clause, shall from the time of their being so provided become, and until the final completion of the said works, shall be the property of Her Majesty for the purposes of the said works, and the same shall on no account be taken away, or used or disposed of except for the purposes of the said works, without the consent in writing of the Engineer, and Her Majesty shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, material or things, provided always that upon the completion of the works and upon payment by the Contractor of all such moneys, if any, as shall be due from

All plant and material to become property of Her Majesty.

to Her Majesty such of the said machinery and other plant, material and things as shall not have been used and converted in the works, and shall remain undisposed of shall, upon demand, be delivered up to the Contractor, but if the Contractor be indebted to Her Majesty, the same may be held by Her Majesty as security for such indebtedness and may be sold and disposed of, and the proceeds applied towards payment of such indebtedness.

13. If the Engineer shall at any time consider the number of workmen, horses, or quantity of machinery or other plant, or the quantity of proper materials, respectively employed or provided by the Contractor on or for the said works, to be insufficient for the advancement thereof towards completion within the limited times, or that the works are, or some part thereof is not being carried on with due diligence, then in every such case the said Engineer may, by written notice to the Contractor, require to employ or provide such additional workmen, horses, machinery or other plant, or materials, as the Engineer may think necessary, and in case the Contractor shall not thereupon within three days, or such other longer period as may be fixed by any such notice, in all respects comply therewith, then the Engineer may, either on behalf of Her Majesty, or if he see fit, may, as the agent of and on account of the Contractor, but in either case at the expense of the Contractor, provide and employ such additional workmen, horses, machinery and other plant, or any thereof, or such additional plant and materials respectively, as he may think proper, and may pay such additional workmen such wages, and for such additional horses, machinery or other plant, and materials respectively, such prices as he may think proper, and all such wages and prices respectively, shall thereupon at once be repaid by the Contractor, or the same may be retained and deducted out of any moneys at any time payable to the Contractor; and Her Majesty may use in the execution or advancement of the said work not only the horses, machinery, and other plant, and materials so in any case provided by any one on Her behalf, but also all such as may have been or may be provided by or on behalf of the said Contractor.

Insufficient plant.

Material or labour to be increased.