

the execution and completion of the same, and that either after advertising for contractors or without doing so, as he shall think fit; and all the then remaining materials, implements, and plant aforesaid may be used in and applied for the purposes of the works; and on the final completion of the works, if it should be found that the balance of the contract price remaining unpaid, if any, and the deposit money and percentages aforesaid, together with the value of the remaining materials, implements, and plant as aforesaid, after being sold in any way that may appear to be most advisable to the Minister for Public Works, is not sufficient to meet the outlay incurred in completing the works in all respects, then the Contractor, his executors or administrators, shall be bound to pay to the Minister for Public Works the surplus expenditure above such balance, and other sums as aforesaid; and in the case of bankruptcy or insolvency, then Her Majesty the Queen shall rank as a creditor to the amount of such surplus. But if, on the other hand, the works shall be completed within the contract price, then there shall be paid to the Contractor, or his executors, administrators, or assigns, such balance as may be due to him or them, including the deposit money and percentages or retention money, if any, but without any interest thereon; and the Engineer shall, within fourteen days after such balance has been ascertained to be due, grant authority to the Contractor or his representatives for the removal of all surplus material, implements, and plant belonging to him or them, and remaining on the works after their completion, if not sold as before mentioned. But it is herein expressly provided that, in the event of any materials, implements, or plant being returned to the Contractor or his representatives, or being allowed to be removed by him or them as aforesaid, Her Majesty the Queen shall not be in any way liable for any loss, diminution, wear and tear, or injury, such materials, implements, or plant may have sustained during the completion of the work.

#### LIABILITIES OF CONTRACTOR.

14. The exercise by the Minister for Public Works, or Engineer, of any of their respective powers shall not relieve the Contractor from any liability to which he may be subject for any breach of the contract.

#### TIME OF COMPLETION.

15. Subject as herein provided, the Contractor shall complete the whole of the works of this contract on or before the first day of August, one thousand eight hundred and seventy-four, failing which the Minister for Public Works shall be entitled to deduct from the final balance due to the Contractor a sum calculated at the rate of Three pounds per cent. per annum on all moneys which shall have been paid to the Contractor under this contract, computed from the date on which the work ought to have been completed under this contract up to the date of the completion of the work: Provided that if the Minister for Public Works shall have taken over as completed any portion of the work, the cost of that portion shall not be included in the calculation last aforesaid. But in the event of the Contractor being prevented by earthquake, tempest, flood or otherwise by the act of God or by the act of the Queen's enemies, rebellion, restraint of princes, or otherwise by anything in the nature of *vis major*, or by reason of any strike amongst the workmen engaged upon the works, or by reason of any alterations, deviations, or additions, or extra works being required, or in case of any delay in furnishing any material to be supplied to the Contractor by the Governor, the Engineer shall allow such an extension of time as he shall think adequate for such enforced delay, or for such alterations, deviations, additions, or extra work; and at the expiration of the time so allowed, the deductions or sets-off for delay shall come into operation.

#### SUSPENSION OF WORKS.

16. The Contractor, on receiving a written notice from the Engineer, shall suspend, or stop, the whole or any portion of the works as may be directed, and the Governor, on behalf of the Queen, shall make good to the Contractor any loss or damage he may sustain through such suspension or stoppage, to be ascertained,