

month, to be delivered to the Contractor within fourteen days after the termination of such month, and the balance, less 5 per cent., together with the amount deposited as cash security, if any, in fourteen (14) days, or as nearly as may be, after the Engineer shall have certified under his hand that the works have been finally and satisfactorily completed, and that such balance, together with the cash security, is due to the Contractor. The said 5 per cent. will be retained for three months to insure the fulfilment of clause 19 of these Conditions, and from which sums may be deducted the costs of any repairs or defects, failing the Contractor executing the same : Provided always that no sum or sums of money shall be considered to be due or owing to the Contractor, nor shall the Contractor make any claim for or on account of any work executed or maintained by him, or for or on account of plant or materials supplied by him, unless such certificate as aforesaid shall have been given by the Engineer as aforesaid ; nor shall any sum or sums of money so certified be considered to be made payable to the Contractor until the expiration of fourteen days after such certificate shall have been presented to the Minister for Public Works ; nor shall any omission to pay the amount of such certificate at the time the same shall be held payable be deemed or held to be a breach of or to vitiate the contract, but in case of such omission the Contractor shall be entitled to interest on the amount certified for, at the rate of ten pounds per centum per annum, for such time as such omission shall continue.

NEGLECT TO CERTIFY.

26. In case the Engineer shall neglect or refuse to certify the amount due to the Contractor in respect of the work, or plant or materials, in manner and within the times mentioned in the foregoing condition, and shall continue such neglect or refusal for a period of fourteen days succeeding the fourteenth day after the end of the month in which the work was done, or the plant or materials supplied, as the case may be, the Contractor shall be entitled to measure and value the same, having due regard in his estimate to the actual value thereof, and the measure and value so estimated by the Contractor shall be temporarily accepted by the Governor so far as regards the progress payment to be made by the Contractor in respect thereof under the foregoing condition, and the payment provided by that condition shall be made accordingly, with interest thereon, at the rate of Ten pounds per centum per annum, during the period of delay occasioned by the neglect or refusal of the Engineer : Provided always that in all cases in which a certificate shall, within the period or further period hereinbefore provided, as the case may be, have actually been delivered to the Contractor, such certificate shall, for the purpose of the progress payment to be made thereunder, be conclusive ; and in case of any dispute between the Contractor and the Engineer as to the estimate therein made of value, of work done, or plant or materials provided, as the case may be, of which dispute notice shall have been given by the Contractor to the Minister for Public Works within fourteen days after the delivery of the certificate to the Contractor, such dispute shall be referred to arbitration as hereinafter mentioned.

PROGRESS PAYMENTS WITHOUT PREJUDICE, &c.

27. No certificate given to the Contractor for the purpose of any progress payments shall prevent the Engineer at any future time before the termination of the contract, from rejecting all unsound materials and improper workmanship, discovered subsequently to the giving of the last previous certificate ; and notwithstanding the giving of any certificate that portions or the whole of the works have been satisfactorily performed, the Engineer may require the Contractor to remove and amend, at any future time previously to the final payment on account of the construction or maintenance of the works, any work that may be found not to be performed in accordance with the contract, and the Contractor must remove and amend, at his own cost, all such work when so required, notwithstanding any approval made or given by the Assistant Engineer or Inspector. The Minister for Public Works shall have power, on the report of the Engineer that the work approved of as aforesaid is not in accordance with the