

contract, to deduct from any moneys that may be due or that may become due to the Contractor the whole amount that has been paid on account of such work.

If, in the opinion of the Minister for Public Works, further inquiry is desirable or necessary before any certificate is paid, the Minister for Public Works shall have power to suspend the payment of all or any part of the amount mentioned in any such certificate for a period not exceeding one month from the date at which, in the ordinary course, the money would have been paid; and in such case, on payment of the amount payable, the Contractor shall be entitled to receive interest at the rate of ten pounds per centum per annum during such additional delay.

STAMPS, LICENSE FEES, &c.

28. The Contractor shall bear and pay all costs, charges, and expenses of preparing, executing, and completing this contract, and all duty stamps, licenses, Building Surveyor's fees, or other charges or fees whatsoever lawfully demanded by the Municipal or other authorities.

CUSTOMS AND WHARF DUTIES, &c.

29. In the event of the Contractors being compelled to pay any Customs duties or wharf dues or fees on any goods imported into New Zealand by them for the purposes of the said works, or transhipped or carried by them from any port or place in New Zealand to any other place in New Zealand, the Queen shall and will repay the same to the Contractors after one month's notice in writing by the Contractor to the Minister demanding payment thereof and giving details of such payment, and the production of vouchers or other proof of such payment.

ARBITRATION.

30. Should any dispute arise between the Contractor and the Engineer, or between the Contractor and the Minister for Public Works or the Government, relative to the force and intent and meaning of the specifications, drawings, or conditions, or to the mode of carrying on the works, or the nature or quality of materials used or supplied to be used, or workmanship of work done, or as to the maintenance of the works, or as to the expense of additional works, or of alterations or deviations from the specifications or plans, or as to any other matter connected with the execution of the works, or with the contract, specifications, drawings or conditions, or as to any matter which by this Contract it is expressly provided is to be settled, ascertained, or determined by arbitration, such dispute shall be referred in writing to the sole determination, arbitrament, and award of the Judge of the Supreme Court assigned to that Judicial District of the Supreme Court within which the works relative to which the dispute shall have arisen, have been or are to be executed, whose award shall be final, binding, and conclusive on all parties: Provided, however, that before any such dispute, as aforesaid, shall be so referred, the Contractor shall give to the Minister for Public Works one calendar month's notice in writing of such dispute, and of the matter and cause thereof, and in such notice the Contractor's claim shall be explicitly stated; and if such claim be for pecuniary compensation, the amount thereof shall also be stated.

The amounts which may from time to time become due and payable by the Contractors upon, and by virtue of, and according to the tenor of any such promissory notes as are mentioned in the contract dated the 27th June, 1872, made, or purporting to be made, between Sir G. F. Bowen, the Governor of New Zealand, by Isaac Earl Featherston, the Agent-General in London for New Zealand, and the Contractors, and a copy of which is hereto annexed, may be deducted from any moneys payable to the Contractors under this contract and these conditions.
