

DELAY IN GIVING POSSESSION OF LAND.

19. If any delay shall take place in giving to the Contractor the possession of any land required for the permanent works as aforesaid, such delay shall not be deemed to be a breach of the contract, but the Contractor shall be entitled to such reasonable extension of time for the completion of the works as shall be fixed by the Engineer, or, in case of dispute, by arbitration, as hereinafter provided.

POWER TO REQUIRE DISMISSAL OF ANY WORKMAN.

20. The Engineer may require the dismissal within twenty-four hours by the Contractor of any agent, overseer, foreman, workman, or other person employed by him on the works, for incompetency or misconduct, and any man so dismissed shall not be again employed upon the works.

TRUCK SYSTEM NOT ALLOWED.

21. The workmen, tradesmen, and labourers of every class employed on the works to which these Conditions refer, shall be paid their wages in full in money of the current coin of the Colony, and no ticket or other system of payment by provisions, liquors, or goods will on any pretence be allowed, nor shall the Contractor, or any person or persons employed by him, or in any way connected with him, establish any shop for the supply of liquors, provisions, or goods, nor shall the Contractor oblige his workmen to take provisions, liquors, or goods of any kind from any person in particular. The workmen of every class shall be paid on the works if it be possible, or in some building adjoining, and in no case shall they be paid at a public-house, or other place where liquors or refreshments are sold.

PAYMENTS.

22. Payments will be made monthly, for each calendar month, as the works proceed, on the certificate in writing of the Engineer, at a rate not exceeding 90 per cent. on the value of the work actually done, as estimated by the Engineer, having due regard in such estimate to the actual value thereof, and at a rate not exceeding 50 per cent. on the value of such plant and materials on the ground as may be approved by the Engineer, as fit and necessary for the work, as estimated by the Engineer, having due regard in such estimate to the actual value thereof; such certificates for work done, and materials and plant supplied, in each calendar 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.

23. 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 material 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 to 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