

PART II.

Section B: From Fanning Island to Fiji (Suva).

1. The cable shall be manufactured and constructed throughout of thoroughly good materials and workmanship, and in all respects in strict accordance with the specification contained in the second part of the Second Schedule, and subject to the general conditions contained in the fourth part of the same schedule.

2. After the cable shall have been manufactured and shall have been tested and approved by the contracting Governments' engineers (hereinafter included under the expression "the engineer") the contractors shall cause the whole of the same to be coiled on board a suitable steamship or suitable steamships, supplied at their own cost and risk, including coals, crews, and provisions. Every such steamship shall be provided for the stowage of cables with iron watertight tanks of suitable dimensions and construction, thoroughly secured; and each steamship shall also be provided with a suitable testing-room or suitable testing-rooms, and shall be fitted with all necessary machinery for laying and testing the cables, buoying, grappling, picking-up, repairing, &c., including electric instruments and batteries; and such steamship or steamships shall also be equipped with a full and sufficient cable staff. The contractors shall also provide at their own cost and risk all steamboats, barges, and appliances necessary for laying the cable. The contractors shall so arrange for the shipment and laying of the cable that the whole length of cable between Fanning Island and Fiji (Suva) shall be laid and completed on one expedition, and the direction of laying, whether from Fanning Island to Fiji (Suva) or from Fiji (Suva) to Fanning Island, shall be decided by the engineer, subject to the approval of the contracting Governments. In accordance with the conditions of the tender, samples of the materials which will be used in the manufacture of the cable, shall be submitted to the engineer, as well as a specimen of each type of cable specified for. The whole equipment of the steamship or steamships, and other boats, barges, and appliances as aforesaid, shall be to the satisfaction of the engineer.

3. The engineer and his staff of assistants shall at all reasonable times during the manufacture of the cable be allowed by the contractors free access to their works for the purpose of inspecting and testing the cable during the process of manufacture, and of testing the same after manufacture, and, generally, for the purpose of satisfying himself and themselves that the core and all materials that go into the cable are in accordance with the specification. Every facility (including batteries and instruments for testing) shall be afforded to the engineer and his assistants to test every part of the cable during shipment and transport. During the laying of the cable the testing shall be in the hands of the contractors, but shall be open to the continuous inspection of the engineer and his assistants, and the principle of testing adopted by the contractors during the laying shall be mutually agreed upon and approved by the engineer before the departure of the expedition.

4. The contractors shall, subject to the due performance by the contracting Governments of the obligations on their part hereinafter contained, proceed with the manufacture of the cable with all reasonable despatch, and shall, unless prevented by any of the causes hereinafter mentioned, complete and finish the manufacture and shipment of the cable mentioned in the specification contained in the second part of the Second Schedule, and shall then transport and lay the said cable between Fanning Island and Fiji (Suva) and complete the connections thereof in an efficient manner between the terminal point of the cable at Fanning Island and the terminal point of the cable at Fiji (Suva) on or before the 31st day of December, 1902.

5. The contractors shall not be liable for any delay arising from strikes or lock-outs, or any combination affecting the contractors' works, or from accidents to shipping, or other causes beyond their control, and should any such delay occur otherwise than by default of the contractors the time for completion shall be extended for such period or periods as shall be certified by the engineer to be reasonable.

6. The terminal points of the cable at Fanning Island and at Fiji (Suva) respectively shall be at such parts of the coasts or harbours as shall be selected by the engineer in consultation with the contractors, but the engineer shall have the power to finally determine the position where the cable shall be landed, subject to the approval of the contracting Governments. The contractors shall provide and erect at one or, if required, at each of the said terminal points a suitable cable-house, with fixtures, furniture, and appliances in accordance with plans and a list to be approved by the engineer, and shall lead the cable and make the necessary connections from the shore ends of the cable into the said cable-house or cable-houses in an approved and efficient manner, and to the satisfaction of the engineer. Should the position of the said cable-houses, or either of them, be more than 500 yards from high-water mark, the contractors shall carry out the further subterranean connections under the direction of the engineer; but they shall be entitled to an extra payment for such extra work, the amount of such extra payment to be fixed by the engineer.

7. The contracting Governments will obtain in due time and grant all Government and other authorities, wayleaves, and other easements required for landing the cable at Fanning Island and at Fiji (Suva), and procure and permit the contractors to enter upon any land required for the purpose of these articles.

8. The contractors shall effect insurances on the cable until laid against fire and river and sea risks by a policy or policies in the form usually taken by the contractors, and shall transfer and deliver such policy or policies to the contracting Governments to the full amount of the payments from time to time made to the contractors.

9. The engineer and the contractors shall agree upon the course over which the cable shall be laid, and the positions in which the various types of cable shall be placed, and such agreement shall (unless the engineer consents to any alteration thereof) be adhered to by the contractors as nearly as practicable.