

- (b) All questions and disputes (irrespective of the amount involved) which shall arise respecting the true construction or meaning of the Plans, Specification or Schedule to Specification; or the quality or sufficiency of the workmanship; or the quantity, quality, or sufficiency of materials necessary for the whole or any part of the Contract, or the true value of any extra works that have not been previously agreed upon; or the value of any works omitted from the works specified to be done under this Contract.

(2) The Under Secretary shall communicate the decision to the Contractor in writing addressed to him at his last known place of business or residence.

(3) At the completion of the Contract an officer authorised by the Minister shall, as soon as he conveniently can, examine in conformity with Clause 28 the claims arising out of this Contract other than those provided for under paragraph (1) of this Clause (35), and shall certify to the Minister what amount of money, if any, should, in his opinion, be paid to the Contractor in respect of each or any of the said claims, and the provisions of paragraph (2) of this clause shall apply with respect to such certificate.

(4) Should the Contractor not be satisfied with the said certificate, he may appeal within fourteen days to the Minister, and unless the Contractor so appeals within the time mentioned he shall be taken to be satisfied with the said certificate, and shall have no right to appeal in respect thereof.

(5) On appeal being made to the Minister, the Minister shall inquire into the matters raised and may hear evidence in respect thereof and shall decide the same, and his decision shall be final and binding.

(6) The Contractor shall have no right of action or suit against the Minister in any Court under or in respect of this Contract, or for any breach thereof, or failure or delay, or default thereunder, or otherwise or arising out of or in connection with the construction of the works, except for accounts certified by the Superintending Officer or amounts decided by the Minister under these conditions to be due.

(7) The Minister shall not be called upon or be bound to make any payments out of any moneys that may be in his hands on the completion of the works, or out of the money deposited as security for the due carrying out of this Contract, or to give up any bond that may have been given or entered into in connection with the Contract until all questions, claims, and disputes shall be finally settled; and, should the Minister in his discretion make any such payments, the making of the same shall not in any way prejudice the Minister's right under this Contract, or be taken as an admission of any claims made by the Contractor.

36. NIGHT, SATURDAY AND SUNDAY WORK

No night, Saturday or Sunday work will be allowed without special orders from the Minister but, if so required on any emergency, work outside the ordinary working hours shall be carried out.

37. STAMP DUTY

Stamp duty amounting to £1.10. 0 if the Agreement evidencing the Contract is required to be under seal, or one shilling and sixpence if under hand only, shall be payable by the Contractor.

38. PREFERENCE TO UNIONISTS

Subject to the provisions of the Returned Soldiers and Sailors Employment Act, 1919, the Contractor must give preference to Unionists in respect of all men employed on the works.

39. CONDITIONS NOT TO BE WAIVED

None of the conditions of this Contract shall be varied, waived, discharged, or released, either at law or in equity, unless by the express consent of the Minister, testified in writing under his hand.

W.M. GOLLAN
Secretary for Lands.

Department of Lands, Sydney.