

from time to time as the said work shall be proceeded in, and the remaining two-third parts thereof, when the work shall be completed and finished according to this Contract. In witness whereof the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered }  
in presence of }

(Signed) { A. B. (Seal.)  
C. D. (Seal.)  
E. F. (Seal.)  
G. H. (Seal.)

VI. *Provided always, and be it enacted*, That where the sum to be expended on any particular work shall not exceed Twenty Pounds, it shall not be imperative upon the Commissioner to require the Contractor to enter into the formal Contract hereinbefore prescribed, but it shall be sufficient to make a memorandum in writing as hereafter mentioned, and such memorandum in writing so made and signed by the Contractor and his surety and the Commissioner respectively, shall be binding upon such Contractor and his surety, for the due performance of such Contract as shall be entered into, and also upon the said Commissioner for the payment of all such sum or sums of money as shall be thereby agreed upon, which said memorandum shall be as near as may be in the words following :

Memorandum of agreement when amount does not exceed £20.

A. B. of hereby agrees with C. D. of to perform the following work, that is to say : and to complete the same in a good and workmanlike manner on or before the day of next. For the due performance whereof E. F. of hereby becomes surety for the said A. B. and the said C. D. as Commissioner for the performance of such work, hereby agrees with the said A. B. on the due performance of his Contract as aforesaid, to the satisfaction of the said C. D. to pay him the sum of therefor.

Form of agreement.

Dated this day of 184

(Signed) { A. B.  
C. D.  
E. F.

VII. *And be it enacted*, That Commissioners expending such monies in whole or in part by Contract, shall be, and they are hereby required respectively to make a return under Oath, to the Secretary's Office, stating the amount of the different Contracts so entered into by them, which Oath shall be administered by any Justice of the Peace, without fee or reward, and shall be in the words or to the effect following :

Return to be made under Oath.

I, A. B. do swear that the Contract referred to, in the annexed (or foregoing) account hath been faithfully executed, and the money voted for such work hath been laid out properly, and to my entire satisfaction.

Form of Oath.

Sworn to at this day of 18 (Signed) A. B. Before me.

J. P.

VIII. *And be it enacted*, That if any two Justices of the Peace in and for the County wherein any such Road Money has been expended, by Contract or otherwise, shall certify to the Governor that the work or labor upon any Road or Bridge hath not been faithfully performed, or that any Contract hath not been faithfully and honestly executed, then, and in such case, the Commissioner therefor shall not draw the remaining two-thirds ; or in cases where the whole amount shall not exceed the sum of Twenty Pounds as aforesaid, any part of the money entrusted to him to expend, but the Court of General Sessions for the said County, or any Special Sessions to be called for the purpose therein, shall in such way and manner as shall appear to be most convenient, enquire into the expenditure of such Road Money, the performance of the labor, and the execution of the said Contract, notwithstanding the same may have been performed to the satisfaction of the Commissioner, and the said Court of General or Special Sessions shall, and they are hereby authorised to certify to the Governor the particulars of such expenditure, and also the sum which in their judgment and opinion ought to be paid to the said Commissioner,

When work is not faithfully performed, money not to be drawn until reference is made to the Sessions.