

whole, and where the same shall exceed the said sum of Twenty Pounds, two-third parts of the amount of every such Warrant respectively, until the whole sum shall have been duly laid out and expended.

Monies to be expended by Tender and Contract.

Proviso.

Form of Oath

IV—*And be it enacted*, That all Monies hereafter to be appropriated for the service of Roads and Bridges, shall be expended by Tender and Contract, except in such cases where it shall appear to the Commissioner that such Monies or portions thereof cannot be so advantageously expended by Tender and Contract as by days' work, in which case it shall be lawful for the Commissioner to expend such Monies, or such portions thereof as may be requisite, by days' work: *Provided always*, that the Commissioner who shall so expend Money by days' work, in whole or in part, shall render an account thereof upon Oath, in writing, to the Treasurer of the Province, 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:

I. A. B. do swear that the annexed (or foregoing) account is just and true, that the monies by me expended have been fairly and honestly applied for the purpose for which they were granted; that I procured the best Labor in my power to procure, and at the lowest rate of wages, and that the days work charged in the said Account has been, in my opinion and belief, more advantageous to the Public than if the expenditure of the same had been made by Tender and Contract.

(Signed)

A. B.

Sworn to at

this

day of

18

Before me

J. P.

Contract where the amount to be expended exceeds £20.

V. *And be it enacted*, That before any such Contract shall be entered into, due notice thereof shall be given by the Commissioner by advertisements posted up for at least ten days previously, in the places usual for Public notices, in the County or District where the work is required to be done, and the Commissioner shall require and receive sufficient security from the Contractor, for the performance of such Contract within the time therein specified, and shall in all respects conform to the true intent and meaning thereof, and shall transmit to the Secretary of the Province, the originals or copies of all such Contracts exceeding Ten Pounds, and the Commissioner shall in all cases where the whole amount to be expended exceeds Twenty Pounds, pay and satisfy to such Contractor, from time to time as the work shall be proceeded in, monies on account, until one third part of the sum contracted for shall have been paid and satisfied, but shall not pay the remaining two third parts until the whole work shall be completed and finished agreeably to Contract—all which said Contracts shall be made to expire on or before the last day of September in each year, in which such Contracts shall be entered into, except in cases of Contracts for the opening of new Roads and improving such as have not been used for Wheel Carriages, and for erecting Bridges, which shall and may be lawfully entered into and extended until the Thirty First day of October in each year, and all such Contracts shall be as near as may be in the words following:

Form of Contract.

Articles of Agreement made this                      day of                      One Thousand Eight Hundred and                      between A. B. Commissioner, of                      of the one part, and C. D. of                      and E. F. and G. H. of                      as sureties of the said C. D. of the other part as follows, viz: The said C. D. and the said E. F. and G. H. as his sureties for the consideration hereinafter mentioned, do for themselves, their Executors, and Administrators, agree with the said A. B. his Executors and Administrators, that he the said C. D. his Executors or Administrators, shall and will on or before the                      day of                      next, in a good and workmanlike manner, well and sufficiently                      to the satisfaction of the said A. B. In consideration whereof the said A. B. for himself, his Executors, and Administrators, doth hereby agree with the said C. D. his Executors and Administrators, that he the said A. B. his Executors or Administrators, shall and will well and truly pay unto the said C. D. his Executors or Administrators, the sum of                      in manner following, that is to say—one third part thereof

from