or Agreement for making, constructing, repairing, or improving, any Road, Street or Bridge, to be entered into in pursuance of the provisions of this Act.

Mode of proceeding for making Roads, &c. by written Contract and Tender.

IV.—And be it further enacted, that it shall not be lawful for any of the said Boards of Commissioners to proceed in the construction, repair or improvement of any Roads, Streets, or Bridges, for which any monies may have been appropriated, in any other manner than by written Contracts, to be entered into by Tender; and all such Contracts shall be in duplicate, and shall be signed by the Contractors respectively, and by a quorum of the Commissioners of the respective Boards, or by the Chairman, duly authorised to sign on their behalf; and one part thereof, to which shall be attached a copy of the Specification and of the Diagram or Plan, if any, of the Work therein contracted for, shall be held by each of the parties thereto.

Notice thereof.

V.—And be it further enacted, that previously to any such Contract, as aforesaid, being entered into, written or printed notices thereof, specifying in a clear and distinct manner the Work to be performed, and requiring Tenders therefor, shall be posted for Sixteen Days on the places of Public Worship, if any, and if not, then in some other conspicuous places in the Town, Harbour or Settlement, nearest the place where the Work is to be done; and all Tenders for any Contract or Work shall be signed by the persons making the same, with their names and the addition of their places of abode and occupations, respectively; and to every such Tender shall be annexed an undertaking in writing signed by two sufficiently responsible persons, under a penalty equal in amount to the sum specified in such Tender, as sureties for the due performance of the Contract, in the event of such Tender being accepted; and such undertaking shall set forth the addition of the places of abode and occupation of the said Sureties, and their signatures shall be attested by some Householder of the District, who shall sign his name as Witness to the same, and such undertaking shall be in the form following:

Security for performance of Contracts.

In consideration of the Contract for [describe the Work tendered for] being given to [name of person tendering] we hereby undertake to become bound to our Sovereign Lady the Queen, her Heirs and Successors, in the Sum of [amount for which the Tender may be made] conditioned for the due performance by the said [person tendering] of the said Work in manner prescribed in the Specification of the same.

In presence of E. F.

Witness our Hands,

The day of A. D.

A. B.

C. D.

And all such Tenders shall be opened by the said Boards of Commissioners respectively, in the presence of the parties tendering and their proposed Sureties, should they desire it, at the time and place appointed for opening the same.

Lowest Tender to be accepted.

VI.—And be it further enacted, that in all cases the lowest Tender made, with sufficient security, shall be accepted, unless the same shall be considered unreasonable; and in case no Tender be made within the period advertised for Tender, or in case all Tenders made be considered unreasonable, then, and in such case, further notice at the discretion of the Commissioners shall be given for Tenders, and so on as many times as the same may be required.

Payment of instalments, how regulated.

VII.—And be it further enacted, that the said Boards of Commissioners, before entering into any such Contract as aforesaid, shall take security, as is hereinbefore provided, for the due performance of the same; and it