

(78)

Ordered that Richmond Dillard and Jefe Parker in conjunction with
Persons appointed as commissioners by the County Court of Washington, first of
reasonable public notice of the time and place, do let to the lowest bidder
erection of a draw arch on the bridge over Black Water, at Southampton
they require a bond with approved Security, of the undertaker's
for the faithful completion of the undertaking, and when the same
be complete that they make a report to this Court.

The Persons appointed by a former order of Court to view the Bridge on
Mottaway River at Jerusalem, and report to the Court whether the same be
agreeable to contract, this day make their report in the words following
"In obedience to an order of the County Court of Southampton made
at June Court 1816 directing us to let the repairs, or rebuilding of the
Bridge across the River at Jerusalem. We the undersigned Commissioners
have proceeded to execute that part of our duty, and on the 26th
day of July 1816 let the rebuilding of the said bridge, when it was
undertaken by John Lightow agreeable to a contract hereto annexed
a bond was accordingly executed by him in the penalty of one thousand
Dollar for the faithful performance of the said contract. That at
December Court 1816 an order of Court was made, directing the same
Commissioners to view the said Bridge, and make report to the Court, if
same has been executed in manner and form as required by the
contract, entered into and at the same time a further order was made
to dispose of the old Timber taken from the former bridge, which
accordingly been done, and a note taken therefor of Twenty five dollars
payable six months after date thereof, for the use and benefit
said County of Southampton and is herewith returned, signed
Commissioners in discharge of the trust and confidence reposed in them
have according to the order for removing the old newly built bridge
the river, after thereon, and sensibly regret that they are compelled to
unfavorably as to the execution of the said contract inasmuch as
the said bridge is not erected and completed; agreeable to the letter of
of the undertaking. And first Because there are not as many timbers
the contract requires, and several of those put up, are unfit for
manner they are placed, to remain as the supports of a bridge, the
were of the most ordinary kind. And secondly. Because the timbers
which the bridge has been built, is not in many parts thereof
heart timber or sound, altho, the contract stipulated is that it
both sound, and all heart And finally. Your Commissioners are
sincerely the necessity they are under, in discharge of a duty
owe to themselves, as duty they owe to the Court - And to the
generally, that they are obliged to pronounce the bridge unfit
received by them as a work deserving the sum of \$597.00
sums less which it was undertaken, yet they entertain hopes
allowance will be made to the builder as will comfort
to the People of Southampton who have to bear the burden of

Public expenditures, within the
considering the objects of a Court
would they as natural construction
the Parts of the undertaking to
might wholly appropriate the
or to appropriate money for
with a less rigorous interpretation
ration he makes and such other
the real value of the bridge
bottom Kitchen, Henry Mc
Reaser. And wherefore It is a
and Henry Melsh as report to
value of the present bridge and
been completed accordingly

An Inventory and appraisement
day returned and ordered to be

An account Current of the
and ordered to be Recorded

Nathaniel Boush administrator
against
Washington Clements and Richard

This day came the
Satisfaction of the Court by the
Sheriff. when in open Court, that
they were solemnly called but came
the Plaintiff may have execution
himself and twenty one dollars at
and his bonds by him about his
is to be discharged by the Payment
intends shown to be compelled of
the fourteenth day of November 1816

Abner Benjamin Griffin