

Wing

Ordered that Lewis Fort, together with the Commissioners, heretofore appointed by a former order of this Court, do let to the lowest undertaker the rebuilding of Peter Bridges, after giving reasonable notice of the time and place of letting the same, taking bond with sufficient security for the faithful performance of the same, and superintend the same, and when the same shall have been completed, that they or such of them as may act make a report thereof to the Court.

These Commissioners heretofore appointed to see the repairs or rebuilding of the Bridges, and Malloway River at Jerusalem, this day made their report in the words and figures following to wit: "We observe to our order of the County Court of Southampton, made at Term Court 1816, directing us to let the repairs or rebuilding of the bridges and the river at Jerusalem, and the undersigned Commissioners have proceeded to execute that part of our duty, and did on the 20th day of July 1816, let the rebuilding of the said bridge, where it was undertaken by John Buckler, agreeable to a Contract hereto annexed, and a bond was accordingly executed by him in the penalty of One Thousand dollars 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 the same had been executed in manner and form as required by the said Contract, entered into - and at the same time as further order, to dispose of the old timber taken from the former Bridge which has accordingly been done, and as order taken thereof of Twenty five dollars, payable Six months after date thereof, for the use and benefit of the said County of Southampton, and is herewith returned upon Commissioners in the discharge of the trust and confidence reposed in them, have arising to the order for securing the said newly built Bridge, and the River, acted thereon, and seriously regret that they are compelled to report unfavourably as to the execution of the said Contract in as much as that the said Bridge is not erected and completed, agreeable to the letter and spirit of the undertaking. And first because there are not as many timbers as the Contract requires. And secondly because there are not as many in the manner they are placed, to remain as the support of a bridge, tho it were of the most ordinary kind - and Thirdly, because the timber of which the bridge has been built, is not in many parts thereof, either of heart timber or sound at the Contract stipulated it should be sound, and all heart - And finally upon Commissioners greatly lament the necessity they are under, in discharge of a duty they owe to the County, and to the Court, and to the County generally, that they are obliged to pronounce the loss ought to be received by them as a sum, amounting the sum of \$597 the sum for which it was undertaken, if it they otherwise hopes, that such advances will be made to the County, as will comfort with justice to the people of Southampton, who have to bear the burden of all public expenditures within the said County. Upon to Commissioners further adds, that concerning the defect of a Contract.