

4. *Removal of Rejected Goods or Materials.*—Rejected goods or materials are to be removed by and at the expense of the contractor within seven days after notice shall have been given him of the rejection. If not so taken away, the Guardians may cause the goods or materials to be removed, and charge the contractor with all expenses incurred in such removal.

5. *Power to Purchase in Default.*—In case of failure by the contractor to deliver goods or materials demanded from him within the period limited for delivery, or in case of goods or materials delivered by him not being of the stipulated quality, weight, or measure, or in case of goods or materials being delivered without a correct invoice or bill of parcels, in duplicate, the Guardians or their officers duly authorized shall have power to reject any such goods or materials and to purchase others instead of any goods or materials so rejected or not delivered, unless the contractor shall himself forthwith supply others that shall be sufficient and satisfactory, and any excess of cost so incurred by the Guardians over the contract price, together with all charges and expenses attending the purchase, shall be recoverable by the Guardians from the contractor.

6. *Arbitration.*—In the event of a rejection of goods or materials by the Guardians or their officers, whereby the contractor may consider himself aggrieved, a re-survey of the goods or materials by an independent person or persons, to be agreed upon or appointed by the respective parties to the contract, will be allowed on written application to the Guardians. If the persons so appointed disagree in their judgment, they may refer the question to an umpire to be appointed by themselves. The expenses of the arbitration shall be paid by the party against whom the decision under this condition shall be given.

7. *Transfer of Contract.*—The contract, or any part, share, or interest in it, is not to be transferred or assigned by the contractor, directly or indirectly, to any person or persons whomsoever without the written consent of the Guardians.

8. *Payment for Supplies.*—With every delivery of goods or materials under this contract, invoices or bills of parcels, in duplicate, are to be sent by the contractor. The duplicate will be returned by the Guardians or their officers, with the quantities or numbers received duly noted thereon. The contractor is to send in his account quarterly to the Guardians within seven days from the termination of the quarter, with the amount due correctly calculated according to the prices agreed upon; whereupon (after examination of the claim) notice shall be given to him of the day on which he, or his authorized agent, may attend for payment.

9. *Service of Notices.*—Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last place of abode or business.

Signature _____

Address by Post _____

Witness to the above }
Signature. }

FORM No. 3.

The Guardians of the Poor of the Union [Parish] hereby accept the foregoing Tender, in accordance with the Conditions of Contract thereunto annexed, and undertake to pay after the rate or price therein specified for the goods or materials duly supplied. In witness whereof the Common Seal of the said Guardians has been affixed hereto, this _____ day of _____

Common
Seal of the
Guardians.

Clerk to the Guardians.

FORM No. 4.

FORM OF BOND.

KNOW all Men by these Presents, that We are jointly and severally held and firmly bound to the Guardians of the Poor of the Union [Parish], in the Count of _____, in the sum of _____ pounds, of good and lawful money of Great Britain, to be paid to the said Guardians, or their certain attorney, successors, or assigns, for which payment to be well and truly made, we bind ourselves and any two of us jointly, and each of us bindeth himself severally, our and each and every of our heirs, executors, and administrators, and every of them, firmly by these presents. Sealed with our respective seals, and Dated this _____ day of _____ in the year of our Lord One thousand eight hundred and _____

Whereas the above-named _____ hath by a certain contract, bearing even date with the above-written obligation, and made between him of the one part, and the above-named Guardians of the other part, contracted to supply the goods or materials therein mentioned, as on reference to the said contract will more fully appear.