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May Term, 1917.

Monday May 7th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the Commissioners, in the town of Danville, it being the first Monday in said month.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-

See Claim and allowance docket for claims allowed.

See Road Record No. 9.

Petition of Elizabeth O.

Howell for Deed of Conveyance to Real Estate.

STATE OF INDIANA

SS:

HENDRICKS COUNTY.

BEFORE THE HONORABLE BOARD OF COMMISSIONERS OF SAID COUNTY AND STATE.

Elizabeth O. Howell petitioner vert respectfully represents to your Honorable Board that she is the owner of the West half of lot 4 in Block 31 in the original town of Danville, Indiana, that said land constitutes a portion of the East half of the North East quarter of section 9 Township 15 north, of Range 1 West that was granted by the United States of America to James Downard as shown in the Entry Book in the Records of Hendricks County, Indiana, dated July 14th, 1824. That said James Downard and Elizabeth Downard his wife conveyed a portion of said East half of the north east quarter of Section 9, Township 15 North, Range 1 West, to Thomas Henton Agent for Hendricks County, Indiana and his successors in office, and the said lot and parcel of land as above set forth now belonging to Elizabeth O. Howell petitioner formed and constituted a portion of said lands thus conveyed to the said Thomas Henton Agent. That said deed is of record in Book 1 page 35 in the Recorder's Office of Hendricks County, Indiana. That said conveyance was made for the purpose and consideration of the location of the County Seat for said County. That said tract of land was duly platted and laid off into lots, streets and alleys as shown in plat Book 3 page 44 of the Hendricks County, Indiana, Records and has ever since formed a part of the original plat of the town of Danville, Indiana.

The record of Hendricks County, Indiana fails to show where the said Thomas Henton, Agent of said Hendricks County, Indiana ever conveyed, released or quit-claimed the interests of said Hendricks County, Indiana to this petitioner or any other person entitled to receive the same. That said county of Hendricks and State of Indiana has never claimed any right, title or interest in and to said lot and parcel of land since the 10th day of September, 1832.

Petitioner further avers that said County of Hendricks and State of Indiana has no right, title or interest in and to the said real estate adverse to the interests of this petitioner. That this petitioner and her immediate and remote grantors have

May Term, 1917.

held open, notorious, peaceable and undisputed possession of said real estate as shown by the records since September 10th, 1832, and the said Hendricks County, Indiana, has never claimed or asserted any claim, right, title or interest therein, but that by reason of the failure to convey said real estate by said Thomas Henton Agent, a cloud exists upon the title of the said petitioner in and to said West half of Lot 4 in Block 31 in the original Town of Danville, Indiana .

Wherefore petitioners very respectfully prays the Honorable Board of County Commissioners of Hendricks County, Indiana for an order disclaiming any right, title of interest in and to said real estate, and direct that the auditor of Hendricks County, Indiana be authorized and empowered to execute and deliver to the said Elizabeth O. Howell a deed of conveyance, the same being a release and quit-claim by the said Hendricks County, Indiana of all right, title and interest of said county of said real estate and for all further relief in the premises.

Elizabeth O. Howell.

BY George Easley her Atty.

In Re- petition of Elizabeth O. Howell
for Deed of Conveyance to Real estate.

DECREE.

Comes now the petitioner Elizabeth O. Howell and presents to the Board of Commissioners of Hendricks County, Indiana her petition showing that she is the owner in fee simple and in possession of the following described real estate, situate in Hendricks County, State of Indiana, to-wit: West half of Lot 4 in Block 31 in the original town of Danville, Indiana. Said petition being in words and figures as follows, to-wit: (H.I.).

And said board upon examining said petition and being fully advised in the premises, finds that the allegations in said petition are true and ought to be granted. That the said County of Hendricks and State of Indiana has no right, title of interest in and to said described real estate, and the Auditor of Hendricks County, Indiana is hereby ordered, authorized and directed to execute to the said Elizabeth O. Howell a Deed of conveyance releasing and quit-claiming all right, title and interest of the said County of Hendricks and State of Indiana in and to the following described real estate: The West half of Lot 4 in Block 31 in the original town of Danville, Indiana and to present the same to this Board of County Commissioners of Hendricks County for approval.

And now comes Chas. M. Havens Auditor of Hendricks County, Indiana on behalf of said Board and presents a deed of release and quit-claim to the said Elizabeth O. Howell for said real estate. And this Board of County Commissioners of Hendricks County, Indiana

May Term, 1917.

having examined the same, approves said deed of conveyance and their approval is endorsed thereon, and the same is ordered delivered to the said Elizabeth O. Howell as evidence of her title.

All of which is ordered, adjudged and decreed by the said Board of County Commissioners of Hendricks County, Indiana.

(Ordered that the board do now adjourn until 10 o'clock a.m. tomorrow.)

Harry E Sanders
Geo G Sheehan
J. D. Brickett

Board of Commissioners of Hendricks County.

4
May Term, 1917.

Meeting May 21st, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session, pursuant to adjournment, in the room of the Commissioners in the town of Danville, Indiana, it being the second day of said session.

Present, Harry E. Sanders, John G. Shelton and John D. Brinkert all members of said board.

The following proceedings were then had to-wit:-

(Ordered that the board do now adjourn.)

Harry E. Sanders
John G. Shelton
J. D. Brinkert

Board of Commissioners of Hendricks County.

June Term, 1917.

Monday June 4th, 1917.

The Board

session in the room

Monday in said month

Present

members of said board

The following

See also

See Board

In the matter of let

Co., Jail, Orphans

side of barn at Orph

Comes now

Julian D. Hogate, ed

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May, 1917.

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The Board

O.L. Bolt

Kivett &

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sum of \$235.25 be and the

and enters into a contract

and contract are in words as

June Term, 1917.

Monday June 4th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the Commissioners in the town of Danville, it being the first Monday in said month.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-

See claim and allowance docket for claims allowed.

See Road record No. 9.

In the matter of letting contract for Painting Co., Jail, Orphans Home and roofing north side of barn at Orphans Home.

Comes now the Auditor and presents the affidavits of Alvin Hall, and Julian D. Hogate, editors of the Danville Gazette and the Hendricks County Republican, respectively, two weekly newspapers of general circulation in the County of Hendricks and State of Indiana, which affidavits with the notices attached, which are in words and figures as follows, to-wit:- (H.I.).

And from which affidavit it appears that due notice of the time and place of said letting was given by publication for three weeks successively, the first of which publication was on the 17th day of May, 1917 and the last on the 31st day of May, 1917.

And now the hour of 10 o'clock a.m. on the 4th day of June having arrived up to which time it was specified in said notice that bids would be received, the board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds bids on file as follows:

O.L. Bolton \$323.00

Kivett & Comingore \$458.00

Watson & Douglass \$235.25.

And now the board after due examination of said bids, finds that Watson & Douglass, is the lowest and best bid, and should be accepted.

It is therefore ordered by the board, that the bid of Watson & Douglass in the sum of \$235.25 be and the same is hereby accepted. And now the board approves the bond and enters into a contract with the said Watson & Douglass, which bond and the approval, and contract are in words and figures as follows, to-wit: :

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned E.E. Watson, H.L. Douglass and Joe E. Prewitt of Plainfield, Indiana are firmly bound unto the State of Indiana, in the penal sum of Five Hundred \$500.00 Dollars,

June Term, 1917.

for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 4th day of June, 1916.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for Painting the Orphans Home and Jail and roofing north side of barn at Orphans Home as per Specifications, and whereas the above named have filed a bid for said work with the Auditor of the County: Now, therefore, if the said Board of Commissioners shall award Watson & Douglass the contract for said work and the said Watson & Douglass shall properly enter into a contract with the said board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the board of Commissioners, and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by Watson and Douglass in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

H.L. Douglass.

Joe E. Prewitt. (SEAL)

E.E. Watson. (SEAL)

STATE OF INDIANA, COUNTY OF HENDRICKS, SS:

Before me, the subscriber, a Notary public in and for said County personally appeared H.L. Douglass and E.E. Watson and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

WITNESS, my hand and notarial seal, this 4th day of June, A.D., 1917.

Baxter Havens.

(SEAL)

Notary Public.

My Com. expires January 17th, 1920.

Accepted and approved June 4th, 1917.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks Co.

ATTEST: C.M. Havens.

Auditor of Hendricks County.

Junr Term, 1917.

CONTRACT.

For the Painting of the County Jail and Orphans Home.

This agreement made and entered into by and between E.E. Watson and Herbert L. Douglass, partners of Hendricks County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

WITNESSETH:

That on the 4th day of June, a.d., 1917, the said board of Commissioners received bids for painting of the County Jail and Orphans Home the same being located in Hendricks County and the said E.E. Watson and Herbert L. Douglass partners, being declared to be the lowest and best responsible bidder, the contract was awarded to the said E.E. Watson and Herbert L. Douglass, partners for the amount of his bid, viz: \$235.25 and the said party of the first part now covenants and agrees to paint said buildings in all respects in accordance with and conformable to the specifications for said work now on file in the office of the Auditor of said County which said specifications are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work they will use all proper skill and care and will pay all claims for work and labor performed and materials furnished in and for the said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to do said painting and have the same completed on or before the said 1st day of August a.d., 1917 and in the event said painting and all other work connected therewith shall not be completed, finished and ready for acceptance by the party of the second part on or before the said 1st day of August A.D., 1917 then the said party of the first part agrees and promises to pay to the said party of the second part liquidated damages for the non-completion of said work from and after said 1st day of August, a.d. 1917 the sum of \$25.00 Dollars per day for each and every day thereafter that said painting shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of \$25.00 per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said painting for the use of the public for said Hendricks County provided, that said failure to complete said painting within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said painting the above and foregoing agreement

June Term, 1917.

in relation to liquidated damages shall apply after the expiration of such extension. It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4th, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material and sub-contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County and shall be paid on monthly estimates of the work done, 20% of said contract price shall be retained by the said county until the said work is fully completed and finally accepted by the said board of County Commissioners.

And the said party of the first part agrees to do and perform all matters and things required of and imposed upon them according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in WITNESS WHEREOF, the said Board of Commissioners of Hendricks County, have also signed and approved this contract, this 4th day of June, A.D. 1917.

E.E. Watson & H.L. Douglass.

Party of the first part.

H.E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

ATTEST: C.M. Havens.

Auditor of Hendricks County.

June Term, 1917.

In the matter of the appointment of
Constable Acct. for Horse Thief
and Felon Detective Co., No. 168.

Comes now the Horse Thief and Felon Detective Company No. 168, and files their petition asking that Jehu E. Newby be appointed constable of said Company.

And the board being fully advised in the premises finds that the appointment of said Jehu E. Newby should be approved.

It is therefore ordered that said appointment be, and the same is hereby approved and the Auditor is hereby ordered to issue his certificate of appointment to the said Jehu E. Newby.

And said Company pays to said Auditor of Hendricks County the fee thereof, in the sum of .50 cents.

In the matter of additional Aid
for Middle Township Poor.

Comes now Chas. E. Patterson Trustee of Middle Township in Hendricks County, Indiana, and files a statement in duplicate as provided by Acts 1899, page 121, from which statement it appears that Mollie Smith and Enoch Carter are poor persons and are in need of relief; that within the past year they have received relief from the said township to the value of \$15.00 and their families consists of themselves.

And the board of Commissioners being fully advised in the premises now authorizes the said trustee to extend to the above named further relief, to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true and complete copy of the order made by the board of Commissioners of Hendricks County, Indiana, in the above entitled cause.

Witness my hand and seal of office this 7th day of June, 1917.

(SEAL)

C.M. Havens.

Auditor Hendricks County, Ind.

(Ordered that the board do now adjourn until 10 o'clock A.M. tomorrow).

Harry E. Sanders
Geo. G. Shelton
J. H. Brickett

Board of Commissioners of Hendricks County,

June Term, 1917.

Tuesday June 5th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session pursuant to adjournment in the Commissioners room in the town of Danville, Indiana it being the second day of said session.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-

The Board continues to allow claims.

(Ordered that the Board do now adjourn until 10 o'clock a.m. Saturday June 9th, 1917.)

Harry E. Sanders
John G. Shelton
J. H. Brickert

Board of Commissioners of Hendricks County.

June Term, 1917.

(Special Session.)

Saturday June 9th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in Special Session pursuant to adjournment in the room of the Commissioners in the town of Danville it being the 9th day of June, 1917.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert, all members of said board.

The following proceedings were then had, to-wit:-

In the matter of examining unpaid
Free Gravel Road Claims of 1915.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

To the Sheriff of Hendricks County, Indiana, Greetings:

You are hereby commanded to summon Harry E. Sanders, John G. Shelton and John D. Brickert, members of the Board of Commissioners of Hendricks County, Indiana, to meet in special session of said board, at the court house in the town of Danville, Indiana, at the hour of ten o'clock A.M. on the 9th day of June A.D., 1917, and then and there make due return of this writ.

Witness my hand and the seal of this Board of Commissioners of Hendricks County, Indiana, this 4th day of June, A.D. 1917.

(SEAL)

C.M. Havens.

Auditor.

We, the undersigned members of the Board of Commissioners of Hendricks County Indiana, hereby waive the service of the foregoing notice and agree to meet in special session at the time and place therein mentioned. This the 4th day of June, A.D. 1917.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

WHEREAS, by an Act of the General Assembly of the State of Indiana, Chapter 167, page 675, of the Acts of the General Assembly of 1917, Section 2 thereof, it is provided that as soon as practicable after the passage of this act, it shall be the duty of the County Auditor of any County which has incurred indebtedness which is represented by bills and claims, unpaid and outstanding and chargeable against the gravel road repair fund of such county and for the payment of which bills and claims there are no available funds in the treasury of such county, to call the County Commissioners together in special session for the purpose of passing upon any such items of

June Term, 1917.

indebtedness ascertaining and fixing the amount thereof which has been incurred in good faith and for which the county has received full value and thereupon to make an estimate to be presented to the County Council, which such estimate shall be sufficient to cover such outstanding claims so determined and fixed by the Board of Commissioners, without interest thereon, and such Board of Commissioners shall at the same time ask for authority to issue bonds of the County to supplement the gravel road repair fund and make funds available with which to pay such claims; and

WHEREAS, the county auditor did on the 4th day of June, 1917, issue a writ addressed to the sheriff of this county for the purpose of convening said board in special session for the purposes set forth in said Act aforesaid, which said writ is as follows, to-wit: (H.I.), come now the undersigned who constitute the board of Commissioners of Hendricks County, Indiana in obedience to said writ, and convene in special session of said board for the purposes aforesaid herein stated.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

And the board having been fully advised, and having determined fully the objects of its meeting in special session, and having¹ heard the evidence and been fully advised as to the several items of indebtedness of Hendricks County, Indiana, for the work and labor performed upon the Free Gravel Roads of said County in the year of 1915, and for materials furnished and put upon said highways in said year, finds:

That the following items of indebtedness of Hendricks County, Indiana, were incurred in good faith by the proper officials of said county and while in the discharge of their official duties in the repair of the several Free Gravel Roads of said county, and that said County received full value thereof, viz (See Claim Docket Special Session June 9th, 1917).

The Board further finds that said items of indebtedness were incurred in the year 1915, and charged to the Free Gravel Road Repair Fund of said County but that there was no money in said fund, or in the treasury of said county, at that time, or is there any funds in said Free Gravel Road Repair Fund of said county, or in the treasury of said county at this time, out of which said items of indebtedness can be paid.

The Board finds that the total amount of such indebtedness is the sum of \$_____, and that the sum of \$_____ will be required to pay and discharge the reasonable costs of the issue of bonds and the sale of the same to pay and discharge said indebtedness.

June Term, 1917.

Wherefore said Board deems it advisable at this time to ask authority of the County Council of Hendricks County, Indiana, to issue the bonds of said county for the purpose of making funds available for the payment of such indebtedness.

It is therefore ordered by the board that the auditor of this county call the County Council of Hendricks County, Indiana, in Special session for the purpose of passing an Ordinance authorizing this board to issue the bonds of Hendricks County, Indiana, for the purpose of raising funds out of which to pay the said indebtedness, and the reasonable costs of the issue and sale of said bonds.

It is further ordered by the Board that at said Special session a duly certified copy of this finding and order be presented to said Council by said Auditor.

Done and ordered this the 9th day of June, A.D. 1917, in Special Session.

And further proceedings herein are continued.

(Ordered that the Board do now adjourn until 10 o'clock A.M. Monday.)

Harry E. Sanders
Jas G. Steelman
J. W. Brinkman

Board of Commissioners of Hendricks County.

June Term, 1917.

Monday June 11th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in Special session pursuant to adjournment in the room of the Commissioners, in the town of Danville, it being the 11th day of June, 1917.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-

In the matter of Special Contract
for 1915 Gravel Road Claims.

Whereas, it is ordered by said board of Commissioners of Hendricks County, Indiana, that C.M. Havens Auditor of said County, be and he is hereby instructed and employed to make a special claim docket, check all claims, and write all warrants for 1915 Gravel Road Claims to be paid by proceeds Bond Sale of Gravel Road Repair Fund Funding Bonds, for which services the Board will pay the said Auditor the just and reasonable sum of \$50.00

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

I Hereby accept the above mentioned employment.

C.M. Havens.

Auditor.

July Term, 1917.

Monday July 2nd, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the Commissioners in the town of Danville, it being the first Monday in said month.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-

See Claim and allowance docket for claims allowed.

See Road record No. 9.

In the matter of supplies for
County Poor Farm.

Comes now the board and after an examination of proofs and notices as required by law, in the examination of bids on file for the supplying of dry-goods, groceries and drugs, to the Poor Farm for the term ending June 30th, 1917.

The Board finds that the bid of Joe Hess, for dry goods, Jas A. Edwards for groceries and Thompson Drug Co., for drugs, are the lowest and best bids and should be accepted.

It is therefore ordered by the board that said bids be and the same are hereby accepted.

And now the said successful bidders file their respective bonds and the approval thereof, which bonds are in words and figures as follows, to-wit:- (H.I.)

And the said board enters into a contract with each of said bidders which contracts are in words and figures as follows to-wit:- (H.I.)

In the matter of Letting of
Contracts for Bridges.

Comes now the Auditor and presents to the Board the affidavits of Alvin Hall, and Julian D. Hogate editors and publishers of the Danville Gazette and The Republican, respectively, which affidavits are in words and figures as follows to-wit:- (H.I.). From which affidavit it appears to the board that due notice of the time and place of receiving bids was duly given by publication in said papers for three weeks successively, the first of which publication was on the 14th day of June 1917, and the last on the 28th day of June, 1917.

And the hour of 10:30 o'clock A.M. on the 2nd day of July, 1917, having arrived up to which time it was provided in said notice that bids would be received. The Board proceeds to open said bids in the presence of the bidders and the general public. The Board finds on file as follows:

Holman Arch	\$1063.00
Cox Arch	880.00
Hodge Arch.	700.00

July Term, 1917.

Chas. F. Bowen.

Otis Kirtley.

Holman Arch

\$1125.00

J. I. Cox Arch.

1100.00

D.H. Fatout.

I will do the work for the following prices, Holman Arch concrete work \$835.00, Holman Arch fill \$300.00, Cox Arch concrete work \$800.00, and Cox Arch fill \$300.00

Hurst Sweet & Co.

Holman Arch including fill \$865.00, Hodge \$700.00 and Cox including fill \$865.00

The Board finds that all bids accompanied by a good and sufficient bond, as required by law. And now the Board after due examination of said bids finds that Hurst, Sweet & Co., 's bid for the construction of Holman Arch, Cox Arch and Hodge Arch is the lowest and best bid, and should be accepted.

It is therefore ordered by the board that the bid of the said Hurst, Sweet & Co., in the sum of \$865.00 Holman Arch, \$700.00 Hodge Arch and \$865.00 Cox Arch, be and the same is hereby accepted. And now the Board approves the bond of Hurst, Sweet & Co., and enters into a contract with the said Hurst, Sweet & Co., which bond approval, and contract are in words and figures as follows, to-wit:-

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned Hurst, Sweet & Co., W.R. Larkin and B.F. Vaughn of Putnam are firmly bound unto the State of Indiana, in the penal sum of Thirty Two Hundred Dollars, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 28th day of June, 1917.

THE CONDITIONS OF THE ABOVE OBLIGATION are such that, whereas, the board of Commissioners of Hendricks County, Indiana, is about to let a contract for the Hodge, Cox and Holman Arches. And whereas, the above named Hurst Sweet and Company has filed a bid for said work with the Auditor of the County. Now, therefore, if the said Board of Commissioners shall award them the contract for said work, and the said Hurst, Sweet & Co., shall promptly enter into a contract with said board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the profile, reports, plans and specifications adopted by the Board of Commissioners and according to the time, terms and conditions

July Term, 1917.

specified in said contract to be entered into, and shall promptly pay all debts incurred by them said contractor, Agent or Superintendent in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, and shall pay all damages to any firm or corporation who shall suffer loss or damage by reason of any failure or neglect of said bidder to enter into a proper contract to perform such work or to carry out the same in any particular; then this obligation shall be void, otherwise to remain in full force.

Hurst, Sweet & Co.

W.R. Larkin.

By O.J. Larkin. (SEAL)

B.F. Vaughn. (SEAL)

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Before me a notary public in and for said county, personally appeared Hurst, Sweet & Co., W.R. Lakin and B.F. Vaughn and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and Notary Seal, this 28th day of June, A.D., 1917.

(SEAL)

Wm. McAninch.

My Com. Ex. Jan. 25th, 1921

Accepted and approved July 2nd, 1917.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

ATTEST C.M. Havens.

Auditor Hendricks County.

STATE OF INDIANA, PUTNAM COUNTY, SS:

I, Joe N. Allen, Auditor in and for said County and State do hereby certify that the sureties on the within bond are the owners of real estate valued at more than the within bond, as shown by the tax duplicate of said county for the year of 1916 payable in 1917.

Witness my hand and official Seal, the 29th day of June, 1917.

Joe M. Allen

Auditor Putnam County.

CONTRACT.

FOR THE CONSTRUCTION OF THE Holman Arch Center Township, Hodge Arch Marion and Clay Townships and Cox Arch Center Township.

This agreement made and entered into by and between Hurst, Sweet & Co., of Hendricks County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

July Term, 1917.

WITNESSETH:

That on the 2nd day of July, A.D., 1917 the said Board of Commissioners received bids for the construction of the Holman Arch, Cox Arch Center Township, Hodge Arch Marion and Clay Townships, the same being located in Hendricks County and the said Hurst, Sweet & Co., being declared to be the lowest and best responsible bidder, the contract was awarded to the said Hurst, Sweet & Co., for the amount of their bid Viz.: Holman Arch \$865.00, Hodge Arch \$700.00 and Cox Arch \$865.00, and the said party of the first part now covenants and agrees to build and construct said arches in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the viewers and engineer for said arches, now on file in the office of the Auditor of said County which said reports, specifications, and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of September A.D. 1917, and in the event said improvement of said arches shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of September, A.D. 1917, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks County of the use of said arches from and after said 1st day of September A.D., 1917, the sum of twenty five dollars per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars per day shall be deducted from the contract price of said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that

July Term, 1917.

said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension. It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Section 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material, and sub-contractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County and shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said county until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS whereof, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in WITNESS whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 2nd day of July, A.D. 1917..

Hurst, Sweet & Co.

By O.J. Larkin.

Party of the first part.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

ATTEST: C.M. Havens.

Auditor of Hendricks County.

July Term, 1917.

In the matter of additional
Aid for Guilford Township.

Comes now R.W. Swearengin Trustee of Guilford Township, in
Hendricks County, Indiana, and files a statement as provided by Acts 1899,
page 121, from which statement it appears that Mrs. Brewer, Milo Smith,
Oella Blair, Sarah Powers and Mrs. Wilder are poor persons and are in need
of relief; that within the past year they have received relief from said
Township to the Value of \$15.00 and their families consists of themselves.

And the Board of Commissioners being fully advised in the premises
authorizes the said trustee to extend to the above named further relief
to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true
and complete copy of the order made by the Board of Commissioners of
Hendricks County, Indiana in the above entitled cause.

Witness my hand and seal of this office this 2nd day of July, 1917.

C.M. Havens.

Auditor of Hendricks County.

In the matter of Additional Aid for
Liberty Township.

Comes now the Trustee of Liberty Township in Hendricks County,
Indiana, and files a statement in duplicate as provided by acts 1899, page
121, from which statement it appears that Effie Crow is a poor person and is
in need of relief; that within the past year she has received relief
to the extent of \$15.00 and her family consists of her self.

And the Board of Commissioners being fully advised in the premises
now authorizes said trustee to to extend to the above named further relief
to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true
and complete copy of the order made by the Board of Commissioners of
Hendricks County, Indiana, in the above and foregoing cause.

Witness my hand and seal this 2nd day of July, 1917.

C.M. Havens.

Auditor of Hendricks County, Indiana.

July Term, 1917.

In the matter of Additional Aid
for Union Township.

Comes now John A. Leak, Trustee of Union Township in Hendricks County, Indiana, and files a statement in duplicate as provided by Acts 1899, page 121, from which statement it appears that Mary E. Asher is a poor person and is in need of relief that within the past year she has received relief to the extent of \$15.00 and her family consists of her self and children.

And the Board of Commissioners being fully advised in the premises now authorizes the said trustee to extend to the above named and her family further relief to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true and complete copy of the order by the Board of Commissioners of Hendricks County, Indiana, in the above entitled cause.

Witness my hand and seal this 2nd day of July, 1917.

C.M. Havens.

Auditor of Hendricks County, Indiana.

James B. Shelton
J. W. Brickett

August Term, 1917.

Monday August 6th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the Commissioners in the town of Danville, it being the first Monday in said month.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said Board.

The following proceedings were then had to, -wit:-
See Claim and allowance docket for claims allowed.
~~See Book of Claims, p. 2.~~

In the matter of the appointment of Constables
Asst. for The Amo Horse Thief & Felon Detective Association.

Comes now the Amo Horse Thief & Felon Detective Association and files their petition asking that John Wintish, Sam Coopridger, Clarence Kersey, Lee Bowen, and C.C. Burch, be appointed Constables of said Association

And the board being fully advised in the premises finds that the appointment of said above named persons be approved.

It is therefore ordered that said appointment be, and the same is hereby approved, and the Auditor is hereby ordered to issue their certificate of appointment to the said above named persons .

And said Association pays to said Auditor of Hendricks County, the fee thereof, in the sum of .50 cents each.

Ordered that the board do now adjourn until 10:30 A.M. August 13, 1917.)

Harry E. Sanders
John G. Shelton
J. D. Brickert
Board of Commissioners of Hendricks County.

August Term, 1917.

Monday August 13, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session pursuant to adjournment in the room of the Commissioners in the town of Danville it being the 13th day of August, 1917.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-
See Claim and allowance docket for claims allowed.
See Road Record No. 9

A Petition by the Board of Trustees of the Town of Danville asking that a part of the County Free Gravel Road Fund be set aside and used to repair such streets in in said town as have heretofore been constructed by the Board of County Commissioners.

TO THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA:

The Petition of the undersigned Board of Trustees of the town of Danville, respectfully represents; That there are 6.69 miles more or less of macadamized improved streets within the corporate limits of the town of Danville which were constructed by the Board of Commissioners of Hendricks County under the provisions of the various Acts of the General Assembly of the State of Indiana providing for the construction of such improved roads or streets by taxation upon all the property of the Township in which the town is located and that the Acts of 1917, page 301 provides, That the cost of the repairs of such improved streets, or part thereof, situated in any incorporated town, and having been constructed by the Board of Commissioners, be paid out of the Gravel Road Fund upon upon the warrant of the County Auditor issued upon any allowance duly made by the Board of County Commissioners upon verified claims filed with the County Auditor as provided by law.

Wherefore, your petitioners ask that a just and proper amount of the County Gravel Road Fund be apportioned and set aside for the necessary cost of the repairs of such streets in the corporate limits of the said town of Danville.

ATTEST : Cly R. Humston.

Clerk of Town.

Simon Hadley.

President of Town Board.

Wm. Nichols.

S.L. McCurdy.

W.T. Pierson.

C.C. Allred.

Street Commissioners.

This petition is granted subject to this condition: That the amount be paid out of the County Free Gravel Road Repair Fund, for such repair shall not exceed such

August Term, 1917.

proportioned of said fund as the mileage of the above described roads and streets shall bear to the total mileage of the County.

I find, by actual measurement, the number of feet of Free Gravel Roads, improved under the three mile Road Law, lying within the corporate limits of Danville, Indiana, to be as follows:

Wayne Street	4200 feet.
Tennessee Street	3638 "
Indiana "	672 "
Washington Street	2265 "
Jefferson "	4364 "
Cross "	4430 "
Kentucky "	3608 "
Tinder Ave.	437 "
Clinton "	1321 "
Columbia "	1984 "
Main Street	1862 "
Broadway "	3249 "
Mill "	1373 "
Klondike Ave.	1970 "

TOTAL. 35373 feet.
6.699 miles.

Ray Whyte.

County Surveyor.

Ordered that the board do now adjourn until Wednesday Aug., 1917.

Harry E. Sanders
Jno. L. Shellan
J. H. Brickett

Board of Commissioners of Hendricks Co.

August Term, 1917.

Wednesday August, 15th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the Commissioners pursuant to adjournment in the town of Danville, Indiana it being the 15th day of August, 1917.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-

The Board devotes day to the inspection of Bridges and allowing claims.

(Ordered that the board do now adjourn until Mon. August 27, 1917.)

Harry E. Sanders
John G. Shelton
John D. Brickert

Board of Commissioners of Hendricks county.

August Term, 1917.

Monday August 27th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session pursuant to adjournment in the room of the Commissioners in the town of Danville, it being the 27th day of August, 1917.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-

In the matter of letting

Contracts for bridges.

Comes now the Auditor and presents to the board the affidavits of Alvin Hall, and Julian D. Hogate editors and publishers of the Danville Gazette and the Republican, respectively, which affidavits are in words and figures as follows, to-wit:- (H.I.).

From which affidavits it appears to the board that due notice of the time and place of receiving bids was duly published in said papers for three weeks successively, the first of which publications was on the 9th day of August, 1917 and the last on the 16th day of August, 1917.

And now the hour of 10:30 o'clock A.M. having arrived up to which time it was provided in said notice that bids would be received.

The Board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds on file as follows:

Hurst, Sweet & Co.

Swain Bridge	\$2400.00
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Blanton Bridge flat top	985.00
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Erganbright & Disney:

Swain Arch	2280.00
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Doyle Arch	700.00
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Blanton Bridge	800.00
----------------	--------

Will build all of the above bridges for 3600.00

Chas. F. Bowen:

Blanton Bridge	1100.00
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Repair Ben Anderson Bridge	1140.00
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The Board finds all bids accompanied by a good and sufficient bond, as required by law, and now the board after due examination of said bids finds that Erganbright & Disney is the lowest and best bid on the Swain Arch, Doyle and Blanton Bridges and should be accepted.

It is therefore ordered by the board that the bid of said Erganbright & Disney in the sum of \$2200.00 Swain Arch, \$650.00 Doyle Bridge and \$750.00 Blanton Bridge, be and the same is hereby accepted. And now

August Term, 1917.

the board approves the bond of Ergenbright & Disney and enters into a contract, which bond approval and contract are in words and figures as follows, to-wit:

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned W.A. Ergenbright C.A. Disney, J.M. Smith and Harry C. Durham are firmly bound unto the State of Indiana in the penal sum of Seven Thousand (\$7000.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 25th day of August, 1917.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas, the board of Commissioners of Hendricks County, Indiana, are about to let a contract for erection of the Swain bridge, the Blanton Bridge. And whereas the above named W.A. Ergenbright and C.A. Disney have filed a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award them the contract for said work and that the said W.A. Ergenbright and C.A. Disney shall properly enter into a contract with said board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the board of Commissioners, and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by them in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

W.A. Ergenbright SEAL

J.M. Smith SEAL

C.A. Disney SEAL

Harry C. Durham. SEAL

STATE OF INDIANA, COUNTY OF HENDRICKS, SS:

Before me the subscriber, a notary public in and for said county personally appeared W.A. Ergenbright, C.A. Disney, J.M. Smith and Harry C. Durham and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

WITNESS, my hand and notarial seal, this 25th day of August A.D. 1917.

(SEAL)

John D. Adair.

My Com. Expires Apr. 15th, 1921.

Notary Public.

Accepted and approved this 27th day of August, 1917.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

ATTEST: C.M. Havens.

Auditor Hendricks County.

August Term, 1917.

CONTRACT.

For the Construction of the Swain Arch and Blanton Bridge in Marion Township and Doyle Bridge in Lincoln Township.

This agreement made and entered into by and between Ergenbright & Disney of Hendricks County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana party of the second part,

WITNESSETH:

That on the 27th day of August, A.D. 1917 the said Board of Commissioners received bids for the construction of the Swain Arch, Blanton and Doyle Bridges the same being located in Hendricks County and the said Ergenbright & Disney being declared to be the lowest and best responsible bidder, the contract was awarded to the said Ergenbright & Disney, for the amount of their bid viz: \$2200.00 Swain Arch, \$650.00 Doyle Bridge and \$750.00 Blanton Bridge, and the said party of the first part now covenants and agrees to build and construct said bridges in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the engineer for said bridges, now on file in the office of the Auditor of said county which said reports, specifications, and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of November, A.D. 1917, and in the event said improvement of said bridges shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of November, A.D. 1917, then the said party of the first part agrees and promises to pay to said party of the second part as liquidated damages for the non-completion of said work for the deprivation on the part of the public of said Hendricks County of the use of said bridges from and after said 1st day of November, A.D. 1917, the sum of twenty-five \$25.00 per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party

August Term, 1917.

of the first part agrees that said sum of twenty-five dollars per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec 1 of an Act aproved March 4, 1911, Acts of 1911, page 437, for a period of thirty days until proof be made of the payment for all labor, material, and sub-contractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the board of Commissioners of Hendricks County, and shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by said county until the said work is fully completed and finally accepted by the said board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions, stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS whereof, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in witness whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 27th day of August, A.D. 1917.

Erganbright & Disney.
Party of the first part.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

ATTEST: C.M. Havens.

Auditor.

August Term, 1917.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned Chas. F. Bowen, Lida B. Searce and Lydia A. Bowen of Hendricks County, Indiana are firmly bound unto the State of Indiana in the penal sum of Twenty Three Hundred (\$23000.00) Dollars for the payment of which well and truly to be made we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 27th day of August, 1917.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of certain bridges and arches in said County And whereas the above named Charles F. Bowen has filed a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said Chas. F. Bowen shall properly enter into a contract with said board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

Lydia A. Bowen. (SEAL)

Chas. F. Bowen.

Lida B. Searce. (SEAL)

STATE OF INDIANA, COUNTY OF HENDRICKS, SS:

Before me, the subscriber, a notary public in and for said County personally appeared Charles F. Bowen, Lida B. Searce and Lydia A. Bowen and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

WITNESS, my hand and notarial seal, this 27th day of August, A.D. 1917.

(SEAL)

John T. Huse.

My Com. Expires May 5th, 1919.

Notary Public.

Accepted and approved, August 27th, 1917.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

ATTEST: C.M. Havers.

Auditor Hendricks County.

August Term, 1917.

The Board further finds that the bid of Chas. P. Bowen for the repairing of Ben Anderson Bridge is the lowest and best bid, and should be accepted.

It is therefore ordered by the board that the bid of Chas. P. Bowen in the sum of \$1140.00, be and the same is hereby accepted, And now the board approves the bond of Chas. P. Bowen, and enters into a contract, which bond approval and contract are in words and figures as follows, to-wit:- (Bond Already entered) Page 30.

CONTRACT.

For the Construction of the repair of the Ben Anderson Bridge in Guilford Township.

This greement made and entered into by and between C.P. Bowen of Hendricks County, Indiana, party of the first part, and the Board of Commissioners of hendricks County in the State of Indiana, party of the second part,

WITNESSETH:

That on the 27th day of August, A.D. 1917, the said board of Commissioners received bids for the construction of the Repair of the Ben Anderson Bridge the same being located in Hendricks County and the said C.P. Bowen being declared to be the lowest and best responsible bidder, the contract was awarded to the said C.P. Bowen for the amount of his bid viz.: \$1140.00, and the said party of the first part now covenants and agrees to build and construct said bridge in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the engineer for said bridge now on file in the office of the Auditor of said County which said reports, specifications, and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of November, A.D. 1917 and in the event said improvement of said bridge shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of November A.D. 1917 then the said party of the first part agrees and promises to pay to said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks County of the use of said bridge from and after said first day of November, A.D. 1917, the sum of Twenty-five dollars per day and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars per day shall be deducted from the contract

August Term, 1917.

price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act Approved March 4, 1911, Acts of 1911, page 437, for a period of thirty days or until proof be made of the payment for all labor, material and sub-contractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County and shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said Contract price shall be retained by the said county until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 27th day of August, A.D. 1917.

Chas. F. Bowen.

Party of the first Part.

Harry E. Sanders.

John G. Shelton.

John D. Brickert.

Board of Commissioners of Hendricks County.

ATTEST: C.M. Havens.

Auditor

August Term, 1917.

A petition by the Board of Trustees of the town of
Amo asking that a part of the County Free Gravel Road
Fund be set aside and used to repair such streets in said town.

This petition is granted subject to this condition, that the amount be paid
out of the County Free Gravel Road Repair Fund, for such Repair Fund, for such repair
shall not exceed such porportioned of said fund as the mileage of the above described
roads and streets shall bear to the total mileage of the county.

(Ordered that the board do now adjourn.)

Harry E. Sanders
Jno. G. Sheeter
J. H. Brinkert

Board of Commissioners of Hendricks County.

September Term, 1917.

Monday September 3rd, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the Commissioners in the town of Danville, it being the first Monday in said month.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert all members of said board.

The following proceedings were then had, to-wit:-

In the matter of Levy for Special Weed Tax and The Repair of Free Gravel Roads.

Comes now the Auditor and presents to the Board the following:

ORDINANCE FOR TAX LEVIES.

An Ordinance leveying Tax Levies for the purpose of raising revenues for the County Fund, Special Weed Fund and Free Gravel Road Repair of the Treasury of Hendricks County, Indiana.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Section 1. Be it ordained by the board of Commissioners of Hendricks County that there shall be in the year of 1918 assessed and collected the sum of 1 cent upon each one hundred dollars worth of taxable property and no cents upon each taxable poll in the county, which money when paid out of the county treasury shall be known as Special Weed Fund", said fund shall be used for the expense of cutting weeds as paid for out of the Free Gravel road Repair Fund.

Section 2. That there shall be in the year of 1918 assessed and collected the sum of 20 cents upon each one hundred dollars worth of taxable property and no cents upon each taxable poll in the county, which money when paid into the Treasury shall be known as " Gravel Road Repair," and shall be used for the repair of Free Gravel Roads.

In the Matter of the appointment of Constables Acct. for The Brownsburg Detective Co., No. 185.

Comes now the Brownsburg Detective Co., No. 185 and files their petition asking that Chester Neal, W.E. Doyal, B.A. Modlin, John W. Doyal, Lemuel S. Everett and Wm. R. Kenney, be appointed Constables of said Company.

And the board being fully advised in the premises finds that the appointment of said abovenamed persons be approved.

It is therefore ordered that said appointment be, and the same is hereby approved, and the Auditor is hereby ordered to issue their certificate of appointment to the said above named persons. And said Company pays to said Auditor of Hendricks Co., the fee thereof in the sum of .50 cents each.

September Term, 1917.

(Ordered that the board do now until 10:00 o'clock A.M. Tomorrow.)

Harry E. Sanders
Jos H. Shelton
J. A. Binkert

Board of Commissioners of Hendricks County.

September Term, 1917.

Tuesday September 4th, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session pursuant to adjournment in the room of the Commission it being the second day of said session.

Present; Harry E. Sanders, John G. Shelton and John D. Brickert
all members of said board.

The following proceedings were then had to-wit:-

The day was devoted to examining Roads and bridges and *the discussing the*
building of the National Road.

(Ordered that the board do now adjourn until 10:15 September 7th, 1917.)

Harry E. Sanders
J. D. Brickert
John G. Shelton

Board of Commissioners of Hendricks Co.

October Term, 1917

Tuesday., October 2nd, 1917

The Board of Commissioners of Hendricks County, Indiana are met in regular session pursuant to adjournment, in the room of the Commissioners, it being the second day of said session.

Present; Harry E. Sanders, John G. Shelton and John D. Bricker
all members of said Board.

The following proceedings were then had; to wit:

The day was devoted to examining roads and inspecting
Bridges.

Ordered that the Board do now adjourn until 10:15 A. M. Monday, November 5th.

Harry E. Sanders
John G. Shelton
J. W. Bricker

Board of Commissioners, Hendricks Co.

October 1917 Term.

Monday, October 1st, 1917.

The Board of Commissioners are met in regular session in the room of the Board of Commissioners of Hendricks County, Indiana, in the town of Danville, said county and state, it being the first Monday of the month.
Present: Harry E. Sanders, Jno. G. Shelton, J. D. Brickert; all members of the Board.

the following proceedings were then had, to wit:-

See Claim and Allowance Docket for claims allowed.

In the matter of additional aid
for Liberty township.

Comes now A. K. Gilbert, trustee of Liberty township in Hendricks County, Indiana and files a statement in duplicate as provided by Acts 1899 page 121, from which statement it appears that Effie Crow is a poor person and is in need of relief; that within the past year she has received relief from the said township to the value of \$15.00 and her family consists of herself and five children.

And the Board of Commissioners being fully advised in the premises now authorizes the said trustee to extend to Effie Crow and her family relief to the extent of \$15.00

I do hereby certify that the foregoing is a full, true and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana in the above entitled cause.

Witness my hand and seal of this office this first day of
October, 1917.

C. M. Havens

Auditor Hendricks County.

In the matter of the Repair of
The Black Rock Bridge, Guilford Tp.

It now being shown to the satisfaction of the Board of Commissioners that the Black Rock Bridge is in need of repair and the Board being fully advised in the matter enters into contract with Otis Kirtley, of Plainfield Ind., for the reflooring of the same, which is in words and figures as follows to wit: (H. I.) and which is for a consideration of \$100.00. The bridge being in need of painting the Board also contracts with the said Otis Kirtley to do the painting, which contract is in words and figures as follows to wit (H. I.) and is for a consideration of \$19.00.

Ordered that the Board do now adjourn until 10.00A. M. tomorrow.

Board of Commissioners, Hendricks County.

See preceding page for second day of this term of court.

Monday Nov. 5th, 1917. November term Commissioner's Court.

The County Commissioners of Hendricks County Indiana are met in regular session in the room of the Commissioners in the town of Danville said county and state, it being the first Monday in the month.

Present:

Harry E. Sanders, John G. Shelton And John Brickert.

The following proceedings were then had, to-wit:

See Claim and Allowance for record of claims paid.

In the matter of Additional Aid

for Liberty Township.

Comes now AK. Gilbert, Trustee of Liberty Township in Hendricks County, Indiana and files a statement in duplicate as provided by Acts 1899, p. 121, and from which statement it appears that Lesslie Rhodes is a poor person and is in need of relief; that within the past year he has received releif from said township to the value of \$15.00.

And the Board of Commissioners being fully advised in the premises now authorizes the said trustee to extend to Lesslie Rhodes further relief for the quarter ending Dec. 31, 1917 to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana, in the above entitled cause.

Witness my hand and the seal of this office this fifth day of November 1917.

C. M. Havens

Auditor Hendricks County. Indiana.

In the Matter of Additional Aid

for Union Township.

Comes now John A. Leak, Trustee of Union Township, Hendricks County, Ind., and files a statement in duplicate as provided by Acts 1899, p. 121, from which statement it appears that Mary E. Asher is a poor person and is in need of relief; that within the past year she has received relief from said township to the value of \$15.00, and her family consists of herself and three children.

And the Board of Commissioners being fully advised in the premises now authorizes said trustee to extend to Mary E. Asher and her family further relief for the quarter ending Dec. 31, 1917 to the extent of \$15.00

I do hereby certify that the foregoing is a full, true and complete copy of the order made by the Board of County Commissioners of Hendricks

Monday, Nov. 5th 1917.

County, Indiana in the above entitled cause.

Witness my hand and seal of office this fifth day of November, 1917.

C. M. Havens

Auditor Hendricks County, Indiana

In the Matter of Additional Aid
for Guilford Tp.

Comes now E. E. Watson, Trustee of Guilford Township, Indiana and files a statement in duplicate as provided by Acts 1899, p.121, from which statement it appears that Mrs. Wilder, Gertrude White and Sarah Powers are poor persons and are in need of relief; that within the past year they have each of them received relief from said township to the value of \$15.00.

And the Board of Commissioners being fully advised in the premises now authorizes said trustee to extend to to the said Mrs. Wilder, Gertrude White and Sarah Powers, each of them further relief for the quarter ending Dec. 31, 1917 to the extent of \$15.00.

I do hereby certify that the foregoing is a full true and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana in the above entitled cause.

Witness my hand and seal of this office this fifth day of November, 1917.

C. M. Havens

Auditor Hendricks Co., Ind.

In the Matter of the Appointment
of Constables

Comes now the Brownsburg Detective Co. #185 and files the following petition. (H.I.)

And the Board being fully advised in the matter now approves the petition and appoints as constables Earl Reed and Everett Webb, and the Auditor is hereby ordered to issue certificates to said appointees.

In the Matter of Special Contract
for Boarding Prisoners.

Comes now Robert Hufford, the duly elected, qualified and acting sheriff of Hendricks County and shows to the board that owing to the advanced cost of living that it was manifestly impossible for the sheriff to board the prisoners at the old rate, and supported his contention with an opinion of the State Accounting Board to the effect that \$.20 per meal might in equity be allowed, whereupon the Board being fully informed in the premises finds that \$20w (twenty cents) per meal is a fair price and thereupon enters into a special agreement with said Robert Hufford whereby he is to receive said sum per meal for the board of the prisoners in his charge, which agreement is in words and figures as follows; towit (H. I.) and its duration is till further action of the Board.

And now this cause is continued.

November Term Commissioners Court.

In the Matter of Contracts for Supplies
For Court House and Poor Farm.

Comes now the Auditor and files the affidavits of Alvin Hall and Julian D. Hogate, editors of the Danville Gazette and Hendricks County Republican respectively, which affidavits with notices attached are in words and figures as follows to wit: (H. I.) from which affidavits it appears to the satisfaction of the Board that said notices were duly published in said papers on the 18th of October 1917.

The Board finds that the bid of the Schwartz Department Store ~~Douglas goods drugs Edwards Bros at f and g reserbed as and do sh the d them accepted.~~ for dry goods, of Edwards Bros. for groceries and of the Thompson Drug Co. for drugs are the lowest and best bids and should be and the same are hereby accepted.

And now the Board orders the successful bidders to file their respective bonds and the approval thereof which bonds are in wrds and figures as follows; to wit:- (H. I.)

And the Board enters into contract with each of said bidders which contracts are in words and figures as follows, to wit:- (H. I.)

Ordered that the Board do now adjourn until November 17 at 10 A.M.

Harry E. Sanders
Geo G. Shelton
J. H. Brickner

Board Commissioners Hendricks CO.

November Term, Commissioners Court.

Saturday November 17, 1917.

The Board of Commissioners of Hendricks County, Indiana are met in regular session pursuant to adjournment, in the Commissioner's room in the town of Danville, Indiana.

Present: Harry E. Sanders, Jno. G. Shelton and J. D. Brickert, all members of said Board.

The following proceedings were then had, to-wit:-

In the matter of the Accepting of State Aid
to Improve a Certain Line of Main Market Highway
in Hendricks County, Indiana.

And now the Board being in regular session pursuant to adjournment for the purpose of making application for State Aid Funds and considering the advisability therefor, for the purpose of improving a portion of public highway in this county designated as main Market Highway, and having been fully advised in the matter, finds that it will be for the best interests of the County to make such application.

It is therefore ordered by the Board that application be made to the State Highway Commission for such aid, and the same is done in the following words and figures, viz.;

To The State Highway Commission, Indianapolis, Ind.

Gentlemen:

We, the undersigned, member of the Board of Commissioners of Hendricks County, Indiana acting for and in behalf of said county, would respectfully represent, that whereas the following described road in aforesaid County, to wit:- Road #3 passing thru Richmond, Terre Haute, and Indianapolis, Ind., has been designated by your Honorable Commission as a Main Market Highway, it has therefore been considered, adjudged and ordered by your petitioners that said road between the following named points to-wit:- Beginning at County line between the counties of Putnam and of Hendricks, near the Center South of Sec. 20, Tp. 14 North of Range 2 West, thence Eastwardly for a distance of about five miles and having a total length of about five miles, shall be constructed or reconstructed as a Main Market Highway according to the surveys, plans, Specifications and Estimates to be prepared and furnished by the State Highway Engineer, and under the provisions of an act of the General Assembly of the State of Indiana entitled:- "An Act For Creating a State Highway Commission" etc., approved March 7th 1917.

We therefore make application for State Aid Funds in constructing aforesaid work, and hereby agree to pay Fifty per centum of the total cost of said improvement.

Your petitioners would further show that the money to meet the proportion of the expense to be paid by the County will be available upon the completion and acceptance of said work, as provided for in Sec. 18 of said Act, and that said money will be raised, according to the provisions of Sec. 28 of said Act, by means of bond issue.

November Term Commissioners Court.

(Signed) Harry E. SandersJohn G. SheltonJohn D. Brickert.

Board of Commissioners of Hendricks County, Indiana.

Attest: C. M. Havens

Auditor Hendricks County, Indiana.

Zimri E. Dougan

County Attorney of Hendricks County, Indiana.

(seal)

December Term, 1917

Monday, Dec. 3rd, 1917

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the room of the Commissioners in the town of Danville, Indiana, it being the first Monday of the month.

Present: Harry E. Sanders, John G. Shelton and John D. Brickert, all members of said Board.

The following proceedings were then had; to-wit:-

See Claim and Allowance Docket for claims allowed.

See Road Record #9

In the Matter of Additional Aid
for Washington Township.

Be it remembered that on the 3rd day of December, 1917, the Board of Commissioners of Hendricks County, Indiana, entered the following order; to-wit/

Comes now J. A. McClain, Trustee of Washington Township, Hendricks County, Ind., and files a statement in duplicate as provided by Acts 1899, p.121, from which statement it appears that John Gamble is a poor person and is need of relief; that within the past year he has received relief from said township to the value of \$15.00 .

And the Board of Commissioners being fully advised in the premises now authorizes said trustee to extend to John Gamble further relief for the quarter ending Dec. 31, 1917 to the extent of \$15.00

I hereby certify that the foregoing is a full, true and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana on the above entitled cause.

Witness my hand and seal of office this third day of December, 1917.

C. M. Havens

Auditor Hendricks County, Indiana.

In the Matter of the Appointment
of County Surveyor.

Comes now Ray Whyte, the dyly elected and qualified surveyor for the County of Hendricks State of Indiana and files the following resignation with the Board:

To The Honorable Board of County Commissioners of Hendricks County, Indiana, November 26th, 1917.

Gentlemen: Having been appointed as a first Lieutenant in the United States Army with the assurance that I will receive my commission as such on Tuesday, Nov. 27th, 1917, I hereby tender my resignation as County Surveyor of Hendricks County, Indiana, to take effect on the 27th inst.

(Signed) Ray Whyte

County Surveyor, Hendricks County, Indiana.

. . December Term, 1917.

And now the Board being fully advised in the premises and accepts said resignation and appoints J. P. Johnson of Danville, Indiana to fill the unexpired term of said Ray White and orders that he file his bond at the next term of Court.

Ordered that the Board do now adjourn until Thursday, Dec. 20, 1917

December term, 1917.

Thursday December 20th., 1917

The Board of County Commissioners of Hendricks County are met pursuant to adjournment in the room of the Commissioners in the town of Danville, Indiana it being the 20th., day of December 1917.

Present: Harry E Sanders, and John G Shelton and John D Brickert, members of said Board.

The following proceedings were then had to-wit:-

In the matter of contracts for
Supplies for the Court House.

Comes now the Auditor and files the affidavits of W.A. King and Julia D. Hogate, editors of the Danville Gazette, and the Hendricks County Republican respectively, which affidavits with notices attached are in words and figures as follows to-wit:- (H.I.) from which affidavits it appears to be the satisfaction of the board that said notices were duly published in said papers 6th., day of December, 1917.

And now the hour of 10 o'clock A.M. of the 20th., day of December, 1917, up to which time it was provided in said notices that bids would be received, having arrived the board proceeds to open bids filled in the presence of the bidders and the general public.

And the board finds that each of said bids is accompanied by a good and sufficient bond as required by law.

And the board finds that the bid of Wm. B. Burford is the lowest and best bid on stationery classes 1 and 3, which bids are in words and figures as follows to-wit:- (H.I.)

It is therefore ordered by the board that the bid of Wm. B. Burford on stationery classes 1 and 3 and the same are hereby accepted and now the board enters into a contract with the said Wm. B. Burford and approves the bond filed with said bid, which contract and bond are in words and figures as follows to-wit:- (H.I.)

And the board further finds that the bid of W. Julian D. Hogate for Stationary classes 2 and 4 are the lowest and best bids and should be accepted.

It is therefore ordered by the board that the bid of Julian D Hogate be and the same is hereby accepted, and his bonded approved, and now the board enters into a contract with the said Julian D Hogate, which contract and bond are in words and figures as follows to-wit:- (H.I.)

.December term, 1917.

And now the following petition signed by E. M. Straus
and twenty others is presented to the board.

And the board being fully advised in the matter
grants said petition and orders the Auditor to issue his certificate
of appointment, which is done.

Ordered that the board do now adjourn until Saturday
December 29th., 1917.

Jos H. Shuler
J. W. Brickett

Board of Hendricks County CO.

December term, 1917.

The board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the commissioners, pursuant to adjournment this 29th., day of December 1917.

Present; Harry E Sanders, John G Shelton and John D Brickert, all members of said board.

The following proceedings were then had to-wit:-

See claim and allowance docket for claims allowed.

In the matter of additional aid for Washington Township poor.

Comes now J. A. McClain, Trustee of Washington in Hendricks Conty, Indiana, and files a statement in duplicate as provided by Acts of 1899, page 121, from which statement it appears that C. E. Gerholde is a poor person and is in need of help; that within the past year they have received relief from the said township to the value of \$ 15.00

And the board of commissioners being fully advised in the premises now authorize the said trustee to extend to the above named person further relief, to the extent of \$ 15.00.

I do hereby certify that the above is a full, true and complete copy of the order made by the said board of Commissioners of Hendricks county, Indiana, in the above entitled cause.

Witness my hand and seal of office this 31st. day of December 1917.

Seal

C. M. Havens

Auditor Hendricks county, Indiana.

John G. Shelton
J. D. Brickert

Board of Hendricks County
Commissioners, Indiana.

December term, 1917.

Saturday Morning Dec. 29th., 1917.

In the matter of additional
aid for Liberty township poor.

Comes now A. K. Gilbert, Trustee of Liberty township in
Hendricks County, Indiana, and files a statement in duplicate as
provided by acts of 1899, page 121, from which statement it appears
that Effie Crow and childred, and Sarah Holt, are poor persons
and are in need of relief; that within the past year they have
received relief from the said township to the value of \$ 15.00 each.

And the board of commissioners being fully advised in
the premises now authorizes the said trustee to extend to the above
named persons further relief, to the extent of \$ 15.00 each.

I do hereby certify that the above and foregoing is a
full, true and complete copy of the order made by the said board of
Commissioners of Hendricks County, Indiana, in the above entitled
cause.

Witness my hand and seal of office this 31st. day of
December 1917.

(SEAL)

C. M. Havens

Auditor of Hendricks County, Ind.

J. W. Brinkert

Board of Commissioners of Hendricks
County, Indiana.

In the matter of additional
aid for Guilford township poor.

Comes now E. E. Watson, trustee of Guilford township, in
Hendricks County, Indiana, and files a statement in duplicate as
provided by acts of 1899, page 121, from which statement it appears
that Mrs Wilder, Gertrude White, Mrs James Brewer and Sarah Powers,
are poor persons and are in need of relief; that within the past
year they have received relief from the said township to the value
of \$ 15.00 each.

And the board of commissioners being fully advised in
the premises now authorizes the said trustee to extend to the above
named persons further relief to the extent of \$ 15.00 each.

(continued)

December term, 1917

I do hereby certify that the above and foregoing is a full, true and complete copy of the order made by the said board of Commissioners of Hendricks County, Indiana, in the above entitled cause.

WITNESS my hand and seal of office this 31st. day of December, 1917.

(SEAL)

C. M. Havens

Auditor Hendricks County, Indiana.

In the matter of the Appointment
of Constables acct. for
Pittsboro Horsetheif Assn.

Comes now the Pittsboro Horsetheif Association and files their petition asking that Ira Whistler and Willard Johnson be appointed constables for and on account of said Association.

And the board being fully advised in the premises finds that the appointment of said persons should be approved.

It is therefore ordered that said appointment be and the same are hereby approved and the auditor is hereby ordered to issue his certificate of appointment to the said Ira Whistler and Willard Johnson.

And said association pays to said auditor the fees thereof in the sum of one (\$1.00) dollar.

In the matter of appointment
of constables acct. for
Mooreville Horsetheif Assn.

Comes now the Mooreville Horsetheif Association and files their petition asking that A. C. Kidwell be appointed constable for and on account of said association.

And the board being fully advised in the premises finds that the appointment of said persons should be approved.

It is therefore ordered that said appointment be and the same are hereby approved and the auditor is ordered to issue his certificate of appointment to the said A. C. Kidwell.

And said association pays fifty (\$.50) cents to said auditor as fees for said above appointment.

WITNESS my hand and seal of office this 29th. day of December 1917.

(SEAL)

C. M. Havens

Auditor of Hendricks County, Indiana.

December term, 1917.

In the matter of approval
of Surveyor's Bond.

Comes now J. P. Johnson, duly appointed County surveyor
of Hendricks, Indiana, and files herewith his official bond
which bond is found to be good and sufficient, and the board
accepts same and endorses its approval thereon;

John H. Sheeler
J. R. Brickner

Board of Commissioners of
Hendricks County, Indian.

Ordered that the board do now adjourn until 10 o'clock a m
Monday January 7th., 1918

January term, 1918.

Monday, January 7th., 1918.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the Commissioners in the town of Danville, it being the first Monday in the month.

Present; John G Shelton, John D Brickert and Clarence E Phillips all members of the said board.

The following proceedings were then had to wit:-

See Claim and allowance record for claims allowed.

Comes now Clarence B Phillips having filed his certificate of election and oath of office as County Commissioners for the Third district which said certificate and oath are in the words and figures as follows- to-wit;-

CERTIFICATE OF ELECTION OF COUNTY COMMISSIONER.

See R. S. Sec., 4721.

THE STATE OF INDIANA

SS:

HENDRICKS COUNTY,

I, Ashbel P. W. Bridges, clerk of the Circuit Court within and for said county, in accordance with Section 4721, Revised Statutes of Indiana, do hereby certify that at a general election held in said County of Hendricks on the first tuesday after the first monday in November, 1916, the board of commissioners of said county duly organized on tuesdat the seventh day of November 1916, declared Clarence B Phillips to be elected commissioner of the third district in said county.

WITNESS, my name and seal of office- said court this 25th., day of November 1916.

(SEAL) Ashbel P. W. Bridges

Clerk.

State of Indiana

Hendricks County S.S:

I, Clarence B Phillips, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Indiana and that I will honestly, faithfully and impartially discharge my duties as a member of the board of commissioners of the county of Hendricks and state of Indiana according to law, so help me God.

Clarence B Phillips

Subscribed and sworn to before me, ASHbel P. W. Bridges Clerk of the

(continued)

January term, 1918.

Hendricks Circuit Court, on this 1st., day of January, 1918.

Ashbel P. W. Bridges

Clerk of the Hendricks Circuit Court.

In the matter of Additional Aid
of Lincoln township poor.

Comes now Horatio Brown Trustee of Lincoln township in
Hendricks County, Indiana, and files a statement in duplicate as
provided by Acts 1899, page 121, from which statement that it appears
William McNeely is a poor person and is in need of relief that
within the past year they have received relief from the said township
to the value of \$ 15.00.

And the board of Commissioners being fully advised in the
premises now authorizes the said trustee to extend to the above named
William McNeely further relief to the extent of \$ 15.00.

I do hereby certify that the above and foregoing is a full
true and complete copy of the order made by the board of Commissioners
of Hendricks County, Indiana in the above entitled cause.

Witness my hand and seal of office this 7th., day of
January, 1918.

(SEAL)

C. M. Havens.

Auditor.

In the matter of supplies
for County Home.

Comes now the board and after an examination of proofs
and notices as required by law, in the examination of the bids on file
for the supplying of dry-goods, groceries and drugs, to the Poor Farm
for the term ending March 31st., 1918.

The board finds that the bid of the Swartz Dept. Store for
dry-goods, Edward Bros. for groceries, and the Thompson Drug Co. for
drugs, are the lowest and best bids and should be accepted.

It is therefore ordered by the board that said bids be and the
same are accepted.

And now the said successful bidders file their respective
bonds and the approval thereof, which bonds are in words and figures
to-wit as follows:- (H.I.)

And the said board enters into contract with each of said bidders
which contracts are in words and figures as follows to-wit:- (H.I.)

(continued)

January term, 1918.

In the matter of County

Appointments for the year of 1918.

And now the board after due consideration makes the following appointments viz;

County Attorney, Virgil Sears,

County Physician, Dr. Lawson,

County Superintendent of Highways, Wilson Loy,

County Ditch Commissioner, Milton West,

County Health Officer, Dr W. H. White,

County home Superintendent, Badger Hessler,

In the matter of the report of

Superintendent of Highways.

Comes now Wilson Loy Superintendent of Highways and files his annual report with the auditor which is presented to the board and approved.

And now the board enters into a contract with the said Chas v Sears which contract is in words and figures as follows to-wit:-

CONTRACT

This agreement made and entered into this 1st day of January, 1918, by and between the board of Commissioners of Hendricks County, Indiana, and Chas V. Sears, Witnesseth: That said Commissioners have this day employed the said Sears as County Attorney for a period of one year, ending December 31, 1918, for the sum of \$500.00 per annum, payable in instalments of \$ 125.00 each.

Said Sears hereby accepts said appointment and agrees to give all requisite legal advice advise which may be called for or required by said board of Commissioners and also by the County Council and other county officials of said County including the Superintendent and Matron of the County Home in the proper discharge of the duties required of them by law.

Said Sears further agrees to prepare all contracts entered into by the said Board or any other officer of the said County and to prepare all resolutions, ordinances and orders for the County Council and to otherwise advise any County official in the proper performance of his duties of office when called upon to do so.

It is further agreed between the parties hereto that in all cases of the said Board or any officer of said County shall become the plaintiff in any form of litigation whatsoever, such litigation involving a trial of law or fact, then said Board shall pay to said Sears such compensation for such duties as the parties hereto shall deem reasonable and just.

...January term, 1918.

It is further agreed that in all matters coming before said Board of Commissioners or any other officer of said County that the said Board may when the same shall be deemed retain additional Counsel.

IN WITNESS WHEREOF, The parties hereunto set their hands and seals this 6th day of January 1918.

Geo H. Shellen
J. H. Brickner
C. B. Phillips

Board of Commissioners of

Hendricks County, State of Indiana.

Chas. V. Sears.

.In the Matter of the Appointment of
 a Township Trustee for Union Township.

Whereas, it has been made to appear to me, Charles M. Havens, Auditor in and for the County of Hendricks and State of Indiana, that by reason of the death of John Leak, the duly elected, qualified and acting Township Trustee for Union Township, Hendricks County, Indiana, a vacancy now exists in said office, now.

Therefore, I, Charles M. Havens, Auditor of the said County of Hendricks and State of Indiana, by authority invested in me in such cases by the law of the State of Indiana, do now hereby appoint John T. Hocker, a legal voter and resident of said Union Township, Trustee of the said Union Township, Hendricks County, State of Indiana, to fill out the un-expired term of the said John Leak.

In Witness Whereof, I hereunto set my hand and affix the seal of office this 16th day of January, 1917.

C. M. Havens,

Auditor Hendricks County

Geo H. Shellen
J. H. Brickner
C. B. Phillips

Board of Commissioners.

of Hendricks County,

Ordered that the Board do now adjourn until 10 o'clock A. M.,
 Monday, February 4th, 1918.

February term, 1918.

Monday Feb., 4th., 1918.

The Board of Commissioners of Hendricks County are met in regular session in the room of the Commissioners in the town of Danville, Indiana, it being the first Monday in said month.

Present; John G. Shelton, John D. Brickert, and Clarence B. Phillipps, all members of the said Board.

The following proceedings were then had to-wit:-

See Claim and allowance docket for claims allowed.

See Road Record No. 9

In the matter of additional aid
for Center township Poor.

Comes now Martin Mitchell, Trustee of Center Township in Hendricks County, Indiana, and files in duplicate as provided by acts 1899, page 121, from which statement it appears that Mrs. Harlan Lawson is a poor person and is in need of relief; that within the past year she has received from the said township relief to the extent of \$15.00.

And the Board of Commissioners being fully advised in the premises, now authorizes the said trustee to extend to the said Mrs. Harlan Lawson further relief to the extent of \$15.00.

In the matter of Additional Aid

For Guilford Township Poor.

Comes now E. E. Watson, trustee of Guilford township in Hendricks County Indiana, and files a statement in duplicate as provided by Acts 1899, page 121, from which statement it appears that Mrs. Wilder, Sarah Powers, Minnie Palmer, Mrs. Pfaff, and Mrs. James Brewer are poor persons and are in need of relief; that within the past year they have received relief to the extent of \$15.00 each. And the Board of Commissioners being fully advised in the premises now authorizes the said trustee to extend to the above named persons further relief to the extent of \$15.00 each.

I do hereby certify that the above and foregoing is a full, true and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana, in the above entitled cause.

Witness my hand and seal of office this 4th., day of February 1918.

(SEAL)

Auditor.

In the mMatter of the Appointment
of Constables acct. for
Maplewood Detective Co.

Comes now the Maplewood Detective Co. and files their
Petition asking that Homer Bowman, Grant Martin, Wm. Snyder, Frank Fisher,
Noble Hendricks and James White be appointed constables for and on
account of said Company.

And the Board being fully advised in the premises finds that
the appointment of said persons should be approved.

It is therefore ordered that said appointments be and the
same are hereby approved and the Auditor is hereby ordered to issue
his certificate of appointment to the said Homer Bowman, Grant
Martin, Wm. Snyder, Frank Fisher, Noble Hendricks and James White .

And said Company pays to said Auditor the fees thereof in
the sum of Three (\$3) Dollars.

In the Matter of the Petition
for the repair of Roads in the Town of Coatsville.

Comes now the Board of Trustees of the Town of Coatesville
and petition to the Board of Commissioners of Hendricks County,
State of Indiana, that there are 1 1-3 miles of road in said Town
of Coatesville in need of repair and that the Board being fully
advised in the premises allows said Town Two Hundred and Twenty-five
(\$220) Dollars for the repair of said road.

In the Matter of the Petition
for the Repair of Roads in the Town of Clayton.

Comes now the Board of Trustees of Town of Clayton and
petitions to the Board of Commissioners of Hendricks County, State
of Indiana, that there are 1 1/2 miles of road in said Town of Clayton
in need of repair, and the Board being fully advised in the premises allows
said Town Two Hundred and Twenty-five (\$225) Dollars for the repair of said
road.

In the Matter of the Certificate
of Mileage in Certain Towns.

I, J. P. Johnson, Deputy Surveyor of Hendricks County, Indiana, herewith certify that the total mileage of the streets in the belownamed towns which have been improved as free gravel roads or parts of free gravel roads, is as measured by me as follows:

Amo:	Pearl and South Streets	4048 ft.	.7666 mi.
Clayton:	Part Pecksburg Road	4070 ft.	.8977 mi.
Coatesville:	Main and North streets	7802 ft.	1.477 mi.
Brownsburg:	-	2800 ft.	.5303 mi.

J. P. Johnson,

Deputy Surveyor Hendricks Co.

In the Matter of Assessors Books for the
Year of 1918.

Whereas, in the opinion of the Board of Commissioners of Hendricks County Indiana, to better enable the Township Assessors to secure all the taxable property in the County, it is deemed an indispensable public necessity that said Assessors be furnished books containing descriptions of real estate in said County together with the names of persons paying taxes on personal property only

Wherefore, it is ordered by said Board of Commissioners that C. M. Havens, Auditor of said County be and he is hereby instructed and employed to make a book of each civil township and corporation in said County, containing descriptions of real estate, together with the names of all persons paying taxes on personal property only, as the same appears on the tax duplicate for the last proceeding year, for which services the Board will pay the said Auditor the just and reasonable sum of \$200.00.

J. P. Johnson
J. H. B. Hart
C. B. Phillips

Board Commissioners of Hendricks County.

I, hereby accept the above mentioned employment.

C. M. Havens,

Auditor.

Ordered that the Board do now adjourn until ten O'clock A. M. Saturday,
February 9, 1918.

Saturday Morning, February 9, 1918.

The Board of Commissioners are met in special session in the room of the Commissioners in the Town of Danville, it being a special session continued from Monday, February 4, 1918.

Present; John G. Shelton, John D. Brickert, and Clarence B. Phillips.

The following proceedings were then had, to-wit:

In the Matter of the Appointment
of a Justice of the Peace
for Lincoln Township.

In the matter of the appointment of George L. Leak a Justice of the Peace, in and for Lincoln Township, Hendricks County Indiana, comes now the Board of Trustees of the Town of Brownsburg, Lincoln Township, Hendricks County, Indiana, and file their petition asking for the appointment of George L. Leak as a Justice of the Peace resident in said Town, which said petition in words and figures is as follows, to-wit:-(H.L.I.)

And said Board now find that there is no Justice of the Peace in said Town of Brownsburg, Indiana, that said George L. Leak is a resident of said Town, and that said petition should be granted.

The Board therefore hereby appoints George L. Leak a Justice of the Peace in and for said Town of Brownsburg and Lincoln Township, Hendricks County, Indiana, to serve until his successor is elected and qualified.

C. M. Havens,

Auditor Hendricks County.

In the Matter of the Contract
Between the County Commissioners
and the Town of Danville.

Be it ordered by the Board of Commissioners of Hendricks County, Indiana, that the contract heretofore entered into by and between the Board of Commissioners of Hendricks County, Indiana, and the Board of Trustees of the Town of Danville, Indiana, recorded in the Hendricks County Commissioners Record No. 21, page 545 be received and considered

in full force and effect during the year 1918.

C. M. Havens.

County Auditor.

J. H. Shull
J. H. Brink
C. B. Phillips

Ordered that the Board do now adjourn until ten o'clock A. M. Monday

March 4, 1918.

.Monday March 4th, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the room of the Commissioners in the Town of Danville, Indiana it being the first Monday in said month.

Present: John G. Shelton, John D. Brickert, and Clarence B. Phillips, members of said Board.

The following proceedings were then had, to-wit:-
See Claim and Allowance Docket for claims allowed.

Ordered that the Board do nowadjourn until Ten o' clock A. M. Saturday March 9, 1918.

Saturday March 9, 1918.

The Board of Commissioners of Hendricks County, Indiana are met in special session in the room of the County Commissioners in the Town of Danville, it being a special session continued from March 4, 1918.

Present: John G. Shelton, John D. Bricker, and Clarence B. Phillips,
all members of said Board.

The following proceedings were then had, to-wit:-

It was unanimously agreed by the Board that they should spend the day viewing bridges and roads.

*John G. Shelton
J. D. Bricker
C. B. Phillips*

Ordered that the Board do now adjourn until Ten o'clock A.M. Monday April 1, 1918.

Monday -April 1, 1918.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the Commissioners in the Town of Danville, it being the first Monday in said month.

Present: John G. Shdlton, John D. Brickert, and Clarence B. Phillips.

The following proceedings were then had, to-wit:-

See claim and allowance docket for claims allowed.

See Road Record No. 9.

In the Matter of

Additional Aid for Liberty Township.

Liberty To Comes now A. K. Gilbert Trustee of Liberty Township in Hendricks County, Indiana, and files a statement in duplicate as provided by acts 1899, page 121, from which statement it appears that John Beaman, John Byhee, Sarah Holt, James Wilson, Abe White, Alva White, Anna Fox, John Wood, George Darnelle and Henry Farley are poor persons and are in need of relief; that within the past year they have received relief from the said Township to the value of \$15.00 each. And the Board of Commissioners being fully advised in the premises now authorizes said Trustee to extend to John Beamen, John Byhee, Sarah Holt, James Wilson, Abe White, Alva White, Anna Fox, John Wood, George Darnelle and Henry Farley further relief, to the extent of \$15.00 each. I do hereby certify that the above and foregoing is a full, true and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana, in the above entitled cause.

Witness my hand and seal of office this 1st day of April, 1918.

C. M. Havens, Auditor.

Hendricks County, Indiana.

In the Matter of the
Appointment of a Constable for
the Horse Thief Detective Co.

Comes now the Horse Thief Detective Co. No. 185 of Brownsburg, Indiana, and files their Petition asking that I. N. Mugg be appointed Constable for and on account of said Company.

And the Board being fully advised on the premises finds that the appointment of said person should be approved.

It is therefore ordered that said appointment be and the same is hereby ordered approved, and the Auditor is hereby ordered to issue his certificate of appointment to the said I. N. Mugg.

And said Company pays to the said Auditor the fees thereof in the sum of fifty (\$.50) cents.

In the Matter of the Appointment
of the Purdue Scholarship.

The Board now appoints Ruth Jordan of Danville, Indiana to scholarship at Purdue University. Further the Board appoints as first alternate Mary Edwards of Danville, Indiana.

In the Matter of the Approval of
the Bond of the County Home Superintendent
and Matron.

Comes now Badger Hessler and Lizzie E. Hessler, duly appointed County Home Superintendent and Matron and file herewith this official bond, which bond is found to be good and sufficient, and the Board accepts same and endorses its approval thereon.

In the Matter of the Contract with
the Superintendent and Matron
of the County Home.

Whereas Badger Hessler and Lizzie E. Hessler, have heretofore been appointed superintendent and matron respectively of the Hendricks County Poor Asylum, the Board now enters into contract with said appointees as follows, to-wit:-

This agreement made and entered into this 4th day of March, 1918, by and between the Board of Commissioners of Hendricks County, Indiana, party of the first part, and Badger Hessler and Lizzie E. Hessler, His wife, of Hendricks County, State of Indiana, part of the second part, Witnesseth:

That the party of the first part has appointed parties of the second part

as Superintendent and Matron of the County Home of Hendricks County
 Indiana, for a period of ¹⁹²¹Four Years beginning March 1st, 1918,
 (and ending March 1st, 1922.)

The party of the first part hereby agrees to pay to
 the party of the second part the sum of ^{9,100.00}\$850.00 per annum, payable
 quarterly in installments of ^{250.00}\$200.00 each.

The party of ^{1st}the second part agrees to accept said appointment
 as Superintendent and Matron of said County Home and to faithfully
 perform all the duties required of them by law in the execution of
 said trust for said consideration of ^{10.00}\$350.00 per annum, and agree
 to file with party of the first part a good and sufficient bond
 in the sum of \$5000.00 conditioned for the faithful performance
 of said trust to the approval of said party of the first part.

In Witness whereof the said parties of the first and second
 part have hereunto set their hands and seals this ^{1st}4th day of
 March, ¹⁹¹⁸1918.

Joe. G. Shelton

C. B. Phillips

Board of Commissioners of
 Hendricks CO nty, Indiana.
 Party of the First Part.

Badger Hessler

Lizzie E Hessler

Party of the Second Part.

In the Matter fo Supplies
for the County Home.

Comes now the Board and after an examination of proofs and notices as required by law, in the examination of bids on file for the supplying of dry-goods, groceries and drugs, to the Poor Farm for the Term ending June 30th, 1918.

The Board finds that the bid of the Schwartz Dept. Store for dry-goods, W. T. Pierson for groceries, and the Thompson Drug Co. for drugs, are the lowest and best bids and should be accepted.

It is therefore ordered by the Board that, said bids be and the same are hereby accepted.

And now the said successful bidders file their respective bonds and the approval thereof, which bonds are in words and figures as follows, to-wit:-(H.I.)

And the said Board enters into acontract with each of said bidders which contracts are in words and figures as follows, to-wit:- (H.I.)

In the Matter of Filling
Vacencies for Elec ion Inspectors.

The Board being duly adv sed as to the vacencies having occurred as Inspectors of Election in the various precincts of Hendricks County, by reason of Inspectors heretofore being related to candidates, etc., the Board does now after careful consideration declare the list of Inspectors of Hendricks County, including those heretofore appointed, who are not disqualified together with the ones appointed, at the session of the Board, and the Trustees not qualified at the present time, so faras the Board is informed, to be as follow:-

Center Township.

- Precinct No. 1. Geo. W. Pattison
" " 2. John C. Taylor
" " 3. Geo. W. Seearce
" " 4. S. L. McCurdy.

Washington Township.

- West Precinct. ~~D. W. Carter~~ *Frank Jessup*
East " . Calvin Cutrell

Guilford Township.

- Precinct No. 1. Harry Hobbs
" " 2. Clark Sellars
" " 3. Wallace Jessup

Liberty Township.

East Precinct. ~~Grant G. Martin~~ Ora Cook
 Center " Amzi Foltz
 South " Earl Duncan
 West " Chas. E. Shields

Franklin Township.

South Precinct. ~~Wm. Boyd~~ Geo. Lineberry
 North " ~~Verlie Reeves~~ Cyrus Masten

Clay Township.

West Precinct. W. R. Lisby.
 Center " ~~John W. Fieg~~ S.C. Jones
 East " George West.

Marion Township.

North Precinct. Charles Kurtz L. Has. Robbins
 South " Chris Smith Henry J. Pratt

Eel River.

Precinct No. 1.
 " " 2. P.A. Hackleman
 " " 3. Joseph B. Fleece.

Union Township.

West Precinct. Dallas Eggers
 East " Grant Reeves

Middle Township.

North Precinct. John Husted.
 South " Ed. Sawyer

Lincoln Township.

North Precinct. ~~R. A. Fusen~~ John Adams
 South " Jas. W. Ferree

Brown Township.

West Precinct. ~~Wm. P. Johnson~~ Wm. Wright
 East " Walter Combs.

Ordered that the Board do now adjourn until
 Wednesday, April 3rd, 1918 at 10.30 o'clock A. M.

Wednesday, April 3rd, 1918.

The Board of Commissioners of Hendricks County are met in continued session in the room of the Commissioners in the Town of Danville, Indiana, it being a special continued from Monday, April 1st, 1918.

Present John G. Shelton, John D. Brickert, Clarence Phillips, William Hine, Charles S. Hodges and Sherman Francis.

The following proceedings were then had, to-wit:-

See Claim and Allowance docket for claims allowed.

In the Matter of Raising the Price
on Work Done on County Roads.

Comes now Wilson J. Loy, Superintendent of Free Gravel Roads of Hendricks County, and petitions to the Board of Commissioners that the price per hour for work done on the roads in above named County be raised from twenty cents per hour to twenty-five cents per hour for single hand, and also that the price for hand and team be raised from thirty-five to forty-five cents per hour. And the Board being advised by the above mentioned Superintendent that it is impossible to secure help at the present prices do hereby make the above requested increase in price per hour, to become effective April 15, 1918.

Ordered that the Board do now adjourn until April 13th, 1918 at 10:30 o'clock A. M.

SATURDAY APRIL 13 1918.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA ARE MET IN SPECIAL SESSION IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF DANVILLE INDIANA, IT BEING A SPECIAL SESSION CONTINUED FROM WEDNESDAY, APRIL 3, 1918.

PRESENT: JOHN G. SHELTON, JOHN D. BRICKERT AND CLARENCE B. PHILLIPS.

THE FOLLOWING PROCEEDINGS WERE THEN HAD, TO-WIT; -

IN THE MATTER OF THE LETTING
OF CONTRACTS FOR BRIDGES.

COMES NOW THE AUDITOR AND PRESENTS TO THE BOARD THAT THE AFFIDAVITS OF EMERSON N. BARKER AND JULIAN D. HOGATE, EDITORS AND PUBLISHERS OF THE DANVILLE GAZETTE AND THE HENDRICKS COUNTY REPUBLICAN, RESPECTIVELY, WHICH AFFIDAVITS ARE IN WORDS AND FIGURES AS FOLLOWS TO-WIT; - (H. I.) .

FROM WHICH AFFIDAVIT IT APPEARS TO THE BOARD THAT DUE NOTICE OF THE TIME AND PLACE OF RECEIVING BIDS WAS DULY GIVEN BY PUBLICATION IN SAID PAPERS FOR ~~three~~ WEEKS SUCCESSIVELY, THE FIRST OF WHICH PUBLICATIONS WAS ON THE 21ST DAY OF MARCH 1918, AND THE LAST ON THE 4TH DAY OF APRIL, 1918.

AND THE HOUR OF 10 30 O'CLOCK A. M. ON THE 13TH DAY OF APRIL, 1918, HAVING ARRIVED, UP TO WHICH TIME IT WAS PROVIDED IN SAID NOTICE THAT BIDS WOULD BE RECEIVED, THE BOARD PROCEEDS TO OPEN SAID BIDS IN THE PRESENCE OF THE BIDDERS AND THE GENERAL PUBLIC.

THE BOARD FINDS ON FILE AS FOLLOWS: -
D. H. FATOUT.

EGGERS BRIDGE	\$ 500.00
MACKEY BRIDGE	930.00
O'NEAL "	886.00
REESE "	1178.00
COOK "	1028.00
MCCOUN	1051.00
WALLACE "	300.00
TERRELL "	300.00
STANLEY "	
PICKETT "	
BID FOR 8 BRIDGES COMBINED	\$ 6073.00

SATURDAY APRIL 13 1918.

C. F. BOWEN.

MCCOUN ARCH	- \$1099.00
MACKEY BRIDGE	1048.00
O'NEAL "	888.00
COOK "	1100.00

O. J. LARKIN.

BID NO. 1	EGGERS BRIDGE	\$ 492.50
	MACKEY "	1177.50
	O'NEAL "	785.00
	REESE "	1142.00
	COOK "	1142.00
	MCCOUN "	1256.00
	WALLACE "	285.50
	TERRELL "	285.50
	PICKETT "	2200.00

THIS IS A FIRM BID AND SUBJECT TO ACCEPTANCE OF ALL NINE BRIDGES.

BID NO. 2.

EGGERS BRIDGE	\$ 392.50
MACKEY "	1177.50
O'NEAL "	785.00
REESE "	1042.50
COOK "	1042.50
MCCOUN "	1256.00
WALLACE "	235.50
TERRELL "	235.50

THIS IS A FIRM BID AND SUBJECT TO ACCEPTANCE OF ALL EIGHT BRIDGES.

ORAL KELLEY.

WALLACE BRIDGE	\$248.35
TERRELL "	273.40

THE BOARD FINDS THAT ALL BIDS ARE ACCOMPANIED BY A GOOD AND SUFFICIENT BOND,
AS REQUIRED BY LAW.

AND NOW THE BOARD AFTER DUE EXAMINATION OF SAID BIDS, FINDS THAT O. J. LARKIN'S
BID FOR THE CONSTRUCTION OF THE EGGERS, MILTON COOK, TERRELL, MCCOUN, WALLACE, REESE,
PICKETT, O'NEAL, MACKEY BRIDGES, IS THE LOWEST AND BEST BID, AND SHOULD BE ACCEPTED.

IT IS THEREFORE ORDERED BY THE BOARD, THAT THE BID OF SAID O. J. LARKIN IN THE
SUM OF \$1142.00-MILTON COOK BRIDGE, \$1177.50-MACKEY BRIDGE, \$785.00-O'NEAL BRIDGE,
\$2200.00-PICKETT ARCH, \$1142.00-REESE BRIDGE, \$285.50-WALLACE BRIDGE, \$1256.00-MCCOUN
ARCH, \$285.50-TERRELL BRIDGE, \$492.50-EGGERS BRIDGE, BE AND THE SAME IS HEREBY ACCEPTED.
AND NOW THE BOARD APPROVES THE BOND OF O. J. LARKIN, AND ENTERS INTO A CONTRACT WITH THE

SATURDAY APRIL 13. 1918.

SAID O. J. LARKIN. WHICH BOND, APPROVAL, AND CONTRACT ARE IN WORDS AND FIGURES AS FOLLOWS, TO-WIT: -

BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED O. J. L. LARKIN OF HENDRICKS COUNTY, INDIANA, R. E. LARKIN AND N. R. LARKIN OF PUTNAM COUNTY, INDIANA, ARE FIRMLY BOUND UNTO THE STATE OF INDIANA, IN THE PENAL SUM OFFIVE HUNDRED \$500.00 DOLLARS, FOR THE PAYMENT OF WHICH, WELL AND TRULY TO BE MADE, WE BIND OURSELVES, JOINTLY AND SEVERALLY AND OUR JOINT AND SEVERAL HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, THIS 9TH DAY OF APRIL, 1918.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT, WHEREAS THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA, IS ABOUT TO LET A CONTRACT FOR THE EGGERS BRIDGE IN UNION TOWNSHIP, HENDRICKS COUNTY, INDIANA, AND WHEREAS, THE ABOVE NAMED O. J. LARKIN HAS FILED A BID FOR SAID WORK WITH THE AUDITOR OF THE COUNTY, NOW THEREFORE, IF THE SAID BOARD OF COMMISSIONERS SHALL AWARD HIM THE CONTRACT FOR SAID WORK, AND THE SAID O. J. LARKIN SHALL PROMPTLY ENTER INTO A CONTRACT WITH SAID BOARD OF COMMISSIONERS FOR SAID WORK, AND SHALL WELL AND FAITHFULLY DO AND PERFORM THE SAME IN ALL RESPECTS ACCORDING TO THE PROFILE, REPORTS, PLANS AND SPECIFICATIONS ADOPTED BY THE BOARD OF COMMISSIONERS AND ACCORDING TO THE TIME, TERMS AND CONDITIONS SPECIFIED IN SAID CONTRACT TO BE ENTERED INTO, AND SHALL PROMPTLY PAY ALL DEBTS INCURRED BY O. J. LARKIN SAID CONTRACTOR, AGENT OR SUPERINTENDENT IN THE PROSECUTION OF SAID WORK, INCLUDING LABOR, MATERIALS FURNISHED, AND FOR BOARDING LABORERS THEREON, AND SHALL PAY ALL DAMAGES TO ANY FIRM OR CORPORATION WHO SHALL SUFFER LOSS OR DAMAGE BY REASON OF ANY FAILURE OR NEGLECT OF SAID BIDDER TO ENTER INTO A PROPER CONTRACT TO PERFORM SUCH WORK OR TO CARRY OUT THE SAME IN ANY PARTICULAR, THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE TO REMAIN IN FULL FORCE.

O. J. LARKIN (SEAL)

E. W. LARKIN (SEAL)

W. R. LARKIN (SEAL)

STATE OF INDIANA, HENDRICKS COUNTY, SS:

BEFORE ME, JOHN MASTEN, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY APPEARED O. J. LARKIN, R. E. LARKIN AND W. R. LARKIN AND ACKNOWLEDGE THE EXECUTION OF THE FOREGOING INSTRUMENT FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 11TH DAY OF APRIL 1918.

MY COMMISSION EXPIRES APRIL 15. 1921.

JOHN MASTEN.
NOTARY PUBLIC.

SATURDAY. APRIL 13. 1918.

CONTRACT.

FOR THE CONSTRUCTION OF THE EGGERS BRIDGE, UNION TOWNSHIP.

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN O. J. LARKIN OF HENDRICKS COUNTY, INDIANA, PARTY OF THE FIRST PART, AND THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY IN THE STATE OF INDIANA, PARTY OF THE SECOND PART.

WITNESSETH:

THAT ON THE 13TH DAY OF APRIL, 1918, THE SAID BOARD OF COMMISSIONERS RECEIVED BIDS FOR THE CONSTRUCTION OF THE EGGERS BRIDGE, THE SAME BEING LOCATED IN HENDRICKS COUNTY AND THE SAID O. J. LARKIN BEING DECLARED TO BE THE LOWEST AND BEST RESPONSIBLE BIDDER, THE CONTRACT WAS AWARDED TO THE SAID O. J. LARKIN FOR THE AMOUNT OF HIS BID, VIZ: \$492.50. AND THE SAID PARTY OF THE FIRST PART NOW COVENANTS AND AGREES TO BUILD AND CONSTRUCT SAID ROAD IN ALL RESPECTS IN ACCORDANCE WITH AND COMFORMABEE TO THE SPECIFICATIONS, REPORTS, PLANS AND PROFILE CONTAINED IN THE REPORT OF THE VIEWERS AND ENGINEER FOR SAID ROAD, NOW ON FILE IN THE OFFICE OF THE AUDITOR OF SAID COUNTY; WHICH SAID REPORTS, SPECIFICATIONS, AND PROFILE ARE HEREBY REFERRED TO AND MADE A PART OF THIS CONTRACT THE SAME AS IF HEREIN FULLY SET OUT AND WRITTEN.

AND THE PARTY OF THE FIRST PART FURTHER UNDERTAKES AND AGREES THAT IN THE PROSECUTION OF SAID WORK HE WILL USE ALL PROPER SKILL AND CARE AND WILL PAY ALL CLAIMS FOR WORK AND LABOR PERFORMED AND MATERIAL FURNISHED IN AND FOR THE CONSTRUCTION OF SAID WORK, WHETHER THE SAID WORK AND LABOR IS PERFORMED OR MATERIAL IS FURNISHED TO SAID CONTRACTOR OR AGENT OR SUPERINTENDENT IN CHARGE OF SAID WORK. IT IS FURTHER UNDERSTOOD AND AGREED THAT SAID PARTY OF THE FIRST PART WILL NOT AND CANNOT SELL OR ASSIGN THIS CONTRACT OR SUB-LET THE WORK TO ANY PERSON OR PERSONS, EXCEPT BY THE CONSENT OF THE SAID BOARD OF COMMISSIONERS.

THE PARTY OF THE FIRST PART FURTHER AGREES TO CONSTRUCT AND BUILD SAID IMPROVEMENT AND HAVE THE SAME COMPLETED ON OR BEFORE THE 1ST DAY OF SEPTEMBER, 1918, AND IN THE EVENT SAID IMPROVEMENT OF SAID BRIDGE SHALL NOT BE COMPLETED, FINISHED AND READY FOR ACCEPTANCE BY THE PARTY OF THE SECOND PART ON OR BEFORE SAID 1ST DAY OF SEPTEMBER, 1918, THEN THE SAID PARTY OF THE FIRST PART AGREES AND PROMISES TO PAY TO THE SAID PARTY OF THE SECOND PART AS LIQUIDATED DAMAGES FOR THE NON-COMPLETION OF SAID WORK AND FOR THE DEPRIVATION ON THE PART OF THE PUBLIC OF SAID HENDRICKS COUNTY OF THE USE OF SAID BRIDGE FROM AND AFTER SAID 1ST DAY OF SEPTEMBER, 1918, THE SUM OF TWENTY-FIVE DOLLARS (\$25.00) PER DAY FOR EACH AND EVERY DAY THEREAFTER THAT SAID IMPROVEMENT SHALL REMAIN UNCOMPLETED. UNFINISHED AND NOT READY FOR ACCEPTANCE BY SAID PARTY OF THE SECOND PART, AND SAID PARTY OF THE FIRST PART AGREES THAT SAID SUM OF TWENTY-FIVE DOLLARS (\$25.00) PER DAY SHALL BE DEDUCTED FROM THE CONTRACT PRICE OF SAID IMPROVEMENT AND SHALL BE RETAINED BY SAID PARTY OF THE SECOND PART OUT OF THE CONTRACT PRICE FOR SAID IMPROVEMENT FOR THE USE OF THE PUBLIC OF HENDRICKS COUNTY, PROVIDED, THAT SAID FAILURE TO COMPLETE SAID IMPROVEMENT WITHIN THE SAID TIME SPECIFIED FOR SUCH COMPLETION IS NOT CAUSED BY STRIKES OR ANY OTHER CAUSE OR CAUSES BEYOND THE CONTROL OF SAID PARTY OF THE FIRST

SATURDAY, APRIL 13, 1918.

PART OR THAT SAID TIME HAS NOT BEEN EXTENDED BY SAID BOARD OF COMMISSIONERS, IN THE EVENT THE PARTY OF THE SECOND PART DOES GRANT AN EXTENSION OF TIME FOR THE COMPLETION OF SAID IMPROVEMENT, THE ABOVE AND FOREGOING AGREEMENT IN RELATION TO LIQUIDATED DAMAGES SHALL APPLY AFTER THE EXPIRATION OF SUCH EXTENSION.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT SAID PARTY OF THE SECOND PART SHALL WITHHOLD FULL PAYMENT TO THE PARTY OF THE FIRST PART AS REQUIRED BY SEC. 1 OF AN ACT APPROVED MARCH 4, 1911, PAGE 437, ACTS OF 1911, FOR A PERIOD OF THIRTY DAYS OR UNTIL PROOF BE MADE OF THE PAYMENT FOR ALL LABOR, MATERIAL, AND SUB-CONTRACTOR'S CLAIMS.

THE PARTY OF THE SECOND PART HEREBY AGREES THAT THE PARTY OF THE FIRST PART SHALL BE PAID THE SAID CONTRACT PRICE AS ABOVE SET OUT UPON THE WARRENT OF THE AUDITOR OF HENDRICKS COUNTY, INDIANA, AS DIRECTED BY THE BOARD OF COMMISSIONERS OF SAID HENDRICKS COUNTY AND SHALL BE PAID MONTHLY ON ESTIMATES OF THE ENGINEER IN CHARGE OF THE WORK, BUT NOT TO EXCEED 80 PER CENT OF THE SAID ENGINEER'S ESTIMATE, 20 PER CENT OF THE SAID CONTRACT PRICE SHALL BE RETAINED BY THE SAID COUNTY UNTIL THE SAID WORK IS FULLY COMPLETED AND FINALLY ACCEPTED BY THE SAID BOARD OF COMMISSIONERS.

AND SAID PARTY OF THE FIRST PART AGREES TO DO AND PERFORM ALL MATTERS AND THINGS REQUIRED OF AND IMPOSED UPON HIM, ACCORDING TO THE TERMS OF THIS CONTRACT OR PURSUANT TO THE PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AUTHORIZING SAID IMPROVEMENT.

TO ALL OF THE COVENANTS, CONDITIONS AND STIPULATIONS OF THIS CONTRACT THE SAID PARTIES SEVERALLY BIND THEMSELVES, THEIR SUCCESSORS, HEIRS AND ASSIGNS.

IN WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND SEAL, THE DAY AND YEAR HEREINAFTER MENTIONED, AND IN WITNESS WHEREOF, THE SAID BOARD OF COMMISSIONERS OF HENDRICKS COUNTY HAVE ALSO SIGNED AND APPROVED THIS CONTRACT, THIS 13TH DAY OF APRIL, 1918.

O. J. LARKIN. PARTY OF THE FIRST PART

JOHN G. SHELTON

JOHN D. BRICKERT

CLARENCE B. PHILLIPS

BOARD COMMISSIONERS. HENDRICKS COUNTY.

ATTEST: C. M. HAVENS, AUDITOR OF HENDRICKS COUNTY.

SATURDAY. APRIL 13. 1918.

BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, O. J. LARKIN, OF HENDRICKS COUNTY, INDIANA, R. E. LARKIN, AND W. R. LARKIN OF PUTNAM COUNTY, INDIANA, ARE FIRMLY BOUND UNTO THE STATE OF INDIANA IN THE PENAL SUM OF SEVEN THOUSAND SEVEN HUNDRED DOLLARS \$ 7700.00, FOR THE PAYMENT OF WHICH, WELL AND TRULY TO BE MADE, WE BIND OURSELVES, JOINTLY AND SEVERALLY, AND OUR JOINT AND SEVERAL HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, THIS 9TH DAY OF APRIL, 1918.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT, WHEREAS, THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA, IS ABOUT TO LET A CONTRACT FOR THE COOK BRIDGE IN LIBERTY TOWNSHIP, THE PICKETT ARCH IN CENTER TOWNSHIP, THE MCCOUN ARCH IN CENTER TOWNSHIP, THE REESE BRIDGE IN FRANKLIN TOWNSHIP, AND THE MACKEY BRIDGE IN CENTER TOWNSHIP, AND WHEREAS THE ABOVE NAMED O. J. LARKIN HAS FILED A BID FOR SAID WORK WITH THE AUDITOR OF THE COUNTY, NOW, THEREFORE, IF THE SAID BOARD OF COMMISSIONERS FOR SAID WORK SHALL AWARD O. J. LARKIN THE CONTRACT FOR SAID WORK, AND THE SAID O. J. LARKIN SHALL PROMPTLY ENTER INTO A CONTRACT WITH SAID BOARD OF COMMISSIONERS FOR SAID WORK, AND SHALL WELL AND FAITHFULLY DO AND PERFORM THE SAME IN ALL RESPECTS ACCORDING TO THE PLANS AND SPECIFICATIONS ADOPTED BY THE BOARD OF COMMISSIONERS AND AND ACCORDING TO THE TIME, TERMS AND CONDITIONS SPECIFIED IN SAID CONTRACT TO BE ENTERED INTO, AND SHALL PROMPTLY PAY ALL DEBTS INCURRED BY HIM OR BY ANY SUBCONTRACTOR, AGENT OR SUPERINTENDENT UNDER HIM IN THE PROSECUTION OF SAID WORK, INCLUDING LABOR, MATERIALS FURNISHED, AND FOR BOARDING THE LABORERS THEREON, THEN THIS OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE, VIRTUE AND EFFECT.

THE SURETY HERETO AGREES THAT THE CONTRACTOR AND THE BOARD OF COMMISSIONERS MAY BY MUTUAL AGREEMENT MAKE ANY CHANGES IN THE CONTRACT OR THE WORK WITHOUT AFFECTING THE LIABILITY OF THE SURETY.

O. J. LARKIN SEAL

R. E. LARKIN SEAL

W. R. LARKIN SEAL

STATE OF INDIANA, HENDRICKS COUNTY, SS:

BEFORE ME, JOHN MASTEN, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY APPEARED O. J. LARKIN, R. E. LARKIN AND W. R. LARKIN, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 11TH DAY OF APRIL, 1918.

JOHN MASTEN,

NOTARY PUBLIC.

MY COMMISSION EXPIRES APRIL 15TH. 1921.

SATURDAY, APRIL 13, 1918.

CONTRACT.

FOR THE CONSTRUCTION OF THE MILTON COOK, THE PICKETT, THE MCCOUN, THE REESE AND THE MACKEY BRIDGES.

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN NO. J. LARKIN OF HENDRICKS COUNTY, INDIANA, PARTY OF THE FIRST PART, AND THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY IN THE STATE OF INDIANA, PARTY OF THE SECOND PART.

WITNESSETH:

THAT ON THE 13TH DAY OF APRIL, 1918, THE SAID BOARD OF COMMISSIONERS RECEIVED BIDS FOR THE CONSTRUCTION OF THE MILTON COOK, PICKETT, MCCOUN, REESE AND MACKEY BRIDGES, THE SAME BEING LOCATED IN HENDRICKS COUNTY AND THE SAID O. J. LARKIN BEING DECLARED TO BE THE LOWEST AND BEST RESPONSIBLE BIDDER, THE CONTRACT WAS AWARDED TO THE SAID O. J. LARKIN FOR THE AMOUNT OF HIS SEVERAL BIDS AS FOLLOWS, VIZ: \$1142.00 FOR THE MILTON COOK BRIDGE, \$2200.00 FOR THE PICKETT ARCH, \$1256.00 FOR THE MCCOUN ARCH, \$1142.00 FOR THE REESE BRIDGE AND \$1177.50 FOR THE MACKEY BRIDGE, AND THE SAID PARTY OF THE FIRST PART NOW COVENANTS AND AGREES TO BUILD AND CONSTRUCT SAID BRIDGE IN ALL RESPECTS IN ACCORDANCE WITH AND COMFORMABLE TO THE SPECIFICATIONS, REPORTS, PLANS AND PROFILE CONTAINED IN THE REPORT OF THE VIEWERS AND THE ENGINEER FOR SAID BRIDGE, NOW ON FILE IN THE OFFICE OF THE AUDITOR OF SAID COUNTY, WHICH SAID REPORTS, SPECIFICATIONS AND PROFILE ARE HEREBY REFERRED TO AND MADE A PART OF THIS CONTRACT THE SAME AS IF HEREIN FULLY SET OUT AND WRITTEN.

AND THE PARTY OF THE FIRST PART FURTHER UNDERTAKES AND AGREES THAT IN THE PROSECUTION OF SAID WORK HE WILL USE ALL PROPER SKILL AND CARE AND WILL PAY ALL CLAIMS FOR WORK AND LABOR PERFORMED AND MATERIAL FURNISHED IN AND FOR THE CONSTRUCTION OF SAID WORK, WHETHER THE SAID WORK AND LABOR PERFORMED OR MATERIAL FURNISHED TO SAID CONTRACTOR OR AGENT OR SUPERINTENDENT IN CHARGE OF SAID WORK, IT IS FURTHER UNDERSTOOD AND AGREED THAT SAID PARTY OF THE FIRST PART WILL NOT AND CANNOT SELL OR ASSIGN THIS CONTRACT OR SUB-LET THE WORK TO ANY PERSON OR PERSONS, EXCEPT BY THE CONSENT OF THE SAID BOARD OF COMMISSIONERS.

THE PARTY OF THE FIRST PART FURTHER AGREES TO CONSTRUCT AND BUILD SAID IMPROVEMENT AND HAVE THE SAME COMPLETED ON OR BEFORE THE 1 ST DAY OF SEPTEMBER, 1918, AND IN THE EVENT SAID IMPROVEMENT OF SAID BRIDGE SHALL NOT BE COMPLETED FINISHED AND READY FOR ACCEPTANCE BY THE PARTY OF THE SECOND PART ON OR BEFORE SAID 1ST DAY OF SEPTEMBER, 1918, THEN THE SAID PARTY OF THE FIRST PART AGREES AND PROMISES TO PAY TO THE SAID PARTY OF THE SECOND PART AS LIQUIDATED DAMAGES FOR THE NON-COMPLETION OF SAID WORK AND FOR THE DEPRIVATION ON THE PART OF THE PUBLIC OF SAID HENDRICKS COUNTY OF THE USE OF SAID BRIDGE FROM AND AFTER SAID 1ST DAY OF SEPTEMBER, 1918, THE SUM OF TWENTY-FIVE DOLLARS (\$25.00) PER DAY FOR

SATURDAY. APRIL 13. 1918.

EACH AND EVERY DAY THEREAFTER THAT SAID IMPROVEMENT SHALL REMAIN UNCOMPLETED, UNFINISHED AND NOT READY FOR ACCEPTANCE BY SAID PARTY OF THE SECOND PART, AND SAID PARTY OF THE FIRST PART AGREES THAT SAID SUM OF TWENTY-FIVE DOLLARS (\$25.00) PER DAY SHALL BE DEDUCTED FROM THE CONTRACT PRICE OF SAID IMPROVEMENT AND SHALL BE RETAINED BY SAID PARTY OF THE SECOND PART OUT OF THE CONTRACT PRICE FOR SAID IMPROVEMENT FOR THE USE OF THE PUBLIC OF HENDRICKS COUNTY, PROVIDED, THAT SAID FAILURE TO COMPLETE SAID IMPROVEMENT WITHIN THE TIME SPECIFIED FOR SUCH COMPLETION IS NOT CAUSED BY STRIKES OR ANY OTHER CAUSES BEYOND THE CONTROL OF SAID PARTY OF THE FIRST PART OR THAT SAID TIME HAS HAS NOT BEEN EXTENDED BY SAID BOARD OF COMMISSIONERS. IN THE EVENT THE PARTY OF THE SECOND PART DOES GRANT AN EXTENSION OF TIME FOR THE COMPLETION OF SAID IMPROVEMENT, THE ABOVE AND FOREGOING AGREEMENT IN RELATION TO LIQUIDATED DAMAGES SHALL APPLY AFTER THE EXPIRATION OF SUCH EXTENSION.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT SAID PARTY OF THE SECOND PART SHALL WITHHOLD FULL PAYMENT TO THE PARTY OF THE FIRST PART AS REQUIRED BY SEC. 1 OF AN ACT APPROVED MARCH 4, 1911, ACTS OF 1911, PAGE 437, FOR A PERIOD OF THIRTY DAYS OR UNTIL PROOF BE MADE OF THE PAYMENT FOR ALL LABOR, MATERIAL, AND SUB-CONTRACTOR'S CLAIMS.

THE PARTY OF THE SECOND PART HEREBY AGREES THAT THE PARTY OF THE FIRST PART SHALL BE PAID THE SAID CONTRACT PRICE AS ABOVE SET OUT UPON THE WARRANT OF THE AUDITOR OF HENDRICKS COUNTY, INDIANA, AS DIRECTED BY THE BOARD OF COMMISSIONERS OF SAID HENDRICKS COUNTY, AND SHALL BE PAID ON MONTHLY ESTIMATES OF THE ENGINEER IN CHARGE OF THE WORK, BUT NOT TO EXCEED 80 PER CENT OF THE SAID ENGINEER'S ESTIMATE, 20 PER CENT OF THE SAID CONTRACT PRICE SHALL BE RETAINED BY THE SAID COUNTY UNTIL THE SAID WORK IS FULLY COMPLETED AND FINALLY ACCEPTED BY THE SAID BOARD OF COUNTY COMMISSIONERS.

AND SAID PARTY OF THE FIRST PART AGREES TO DO AND PERFORM ALL MATTERS AND THING REQUIRED OF AND IMPOSED UPON HIM, ACCORDING TO THE TERMS OF THIS CONTRACT OR PURSUANT TO THE PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AUTHORIZING SAID IMPROVEMENT.

TO ALL OF THE COVENANTS, CONDITIONS AND STIPULATIONS OF THIS CONTRACT THE SAID PARTIES SEVERALLY BIND THEMSELVES, THEIR SUCCESSORS, HEIRS AND ASSIGNS.

IN WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND SEAL,

THE DAY AND YEAR HEREINAFTER MENTIONED, AND IN WITNESS WHEREOF, THE SAID BOARD OF COMMISSIONERS OF HENDRICKS COUNTY HAVE ALSO SIGNED AND APPROVED THIS CONTRACT, THIS 13TH DAY OF APRIL, 1918.

O. J. LARKIN. PARTY OF THE FIRST PART.

JOHN G. SHELTON

JOHN D. BRICKERT

CLARENCE B. PHILLIPS

BOARD OF COMMISSIONERS, HENDRICKS CO.

ATTEST: C. M. HAVENS, AUDITOR HENDRICKS COUNTY.

SATURDAY, APRIL 13, 1918.

BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED O. J. LARKIN, JAMES DAVIDSON AND CHAS. W. BRIDGES OF HENDRICKS COUNTY, INDIANA, ARE FIRMLY BOUND UNTO THE STATE OF INDIANA, IN THE PENAL SUM OF ONE THOUSAND SIX HUNDRED DOLLARS FOR THE PAYMENT OF WHICH, WELL AND TRULY TO BE MADE, WE BIND OURSELVES, JOINTLY AND SEVERALLY, AND OUR JOINT AND SEVERAL HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, THIS 13TH DAY OF APRIL, 1918.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT, WHEREAS, THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA, IS ABOUT TO LET A CONTRACT FOR THE O'NEAL BRIDGE IN CLAY TOWNSHIP, THE TERRELL BRIDGE IN FRANKLIN TOWNSHIP AND THE WALLACE BRIDGE IN FRANKLIN TOWNSHIP, AND WHEREAS THE ABOVE NAMED O. J. LARKIN HAS FILED A BID FOR SAID WORK WITH THE AUDITOR OF HENDRICKS COUNTY, NOW, THEREFORE, IF THE SAID BOARD OF COMMISSIONERS SHALL AWARD HIM THE CONTRACT FOR SAID WORK, AND THE SAID O. J. LARKIN SHALL PROMPTLY ENTER INTO A CONTRACT WITH THE SAID BOARD OF COMMISSIONERS FOR SAID WORK, AND SHALL WELL AND FAITHFULLY DO AND PERFORM THE SAME IN ALL RESPECTS ACCORDING TO THE PROFILE, REPORTS, PLANS AND SPECIFICATIONS ADOPTED BY THE BOARD OF COMMISSIONERS AND ACCORDING TO THE TIME, TERMS AND CONDITIONS SPECIFIED IN SAID CONTRACT TO BE ENTERED INTO, AND SHALL PROMPTLY PAY ALL DEBTS INCURRED BY O. J. LARKIN, SAID CONTRACTOR, AGENT OR SUPERINTENDENT IN THE PROSECUTION OF SAID WORK, INCLUDING LABOR, MATERIALS FURNISHED, AND FOR BOARDING LABORERS THEREON, AND SHALL PAY ALL DAMAGES TO ANY FIRM OR CORPORATION WHO SHALL SUFFER LOSS OR DAMAGE BY REASON OF ANY FAILURE OR NEGLECT OF SAID BIDDER TO ENTER INTO A PROPER CONTRACT TO PERFORM SUCH WORK OR TO CARRY OUT THE SAME IN ANY PARTICULAR, THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE TO REMAIN IN FULL FORCE.

O. J. LARKIN (SEAL)

JAMES DAVIDSON (SEAL)

CHAS. W. BRIDGES (SEAL)

STATE OF INDIANA, HENDRICKS COUNTY, SS:

BEFORE ME, JOHN MASTEN, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED O. J. LARKIN, JAMES DAVIDSON AND CHAS. W. BRIDGES AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 13TH DAY OF APRIL, 1918.

JOHN MASTEN,

NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 15, 1921.

SATURDAY. APRIL 13. 1918.

CONTRACT.

FOR THE CONSTRUCTION OF THE O'NEAL BRIDGE IN CLAY TOWNSHIP, AND THE TERRELL AND WALLACE BRIDGES IN FRANKLIN TOWNSHIP.

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN O. J. LARKIN OF HENDRICKS COUNTY, INDIANA, PARTY OF THE FIRST PART, AND THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY IN THE STATE OF INDIANA, PARTY OF THE SECOND PART.

WITNESSETH:

THAT ON THE 13TH DAY OF APRIL, 1918, THE SAID BOARD OF COMMISSIONERS RECEIVED BIDS FOR THE CONSTRUCTION OF THE O'NEAL, TERRELL AND WALLACE BRIDGES, THE SAME BEING LOCATED IN HENDRICKS COUNTY AND THE SAID O. J. LARKIN BEING DECLARED TO BE THE LOWEST AND BEST RESPONSIBLE BIDDER, THE CONTRACT WAS AWARDED TO THE SAID O. J. LARKIN FOR THE AMOUNT OF HIS BID, VIZ: \$785.00 FOR THE O'NEAL BRIDGE, \$285.50 FOR THE TERRELL BRIDGE, AND \$285.50 FOR THE WALLACE BRIDGE, AND THE SAID PARTY OF THE FIRST PART NOW COVENANTS AND AGREES TO BUILD AND CONSTRUCT SAID BRIDGE IN ALL RESPECTS IN ACCORDANCE WITH AND COMFORMABLE TO THE SPECIFICATIONS, REPORTS, PLANS AND PROFILE CONTAINED IN THE REPORT OF THE VIEWERS AND ENGINEER FOR SAID BRIDGE, NOW ON FILE IN THE OFFICE OF THE AUDITOR OF SAID COUNTY, WHICH SAID REPORTS, SPECIFICATIONS, AND PROFILE ARE HEREBY REFERRED TO AND MADE A PART OF THIS CONTRACT THE SAME AS IF HEREIN FULLY SET OUT AND WRITTEN.

AND THE PARTY OF THE FIRST PART FURTHER UNDERTAKES AND AGREES THAT IN THE PROSECUTION OF SAID WORK HE WILL USE ALL PROPER SKILL AND CARE, AND WILL PAY ALL CLAIMS FOR WORK AND LABOR PERFORMED AND MATERIAL FURNISHED IN AND FOR THE CONSTRUCTION OF SAID WORK, WHETHER THE SAID WORK AND LABOR PERFORMED OR MATERIAL FURNISHED TO SAID CONTRACTOR OR AGENT OR SUPERINTENDENT IN CHARGE OF SAID WORK. IT IS FURTHER UNDERSTOOD AND AGREED THAT SAID PARTY OF THE FIRST PART WILL NOT AND CANNOT SELL OR ASSIGN THIS CONTRACT OR SUB-LET THE WORK TO ANY PERSON OR PERSONS, EXCEPT BY THE CONSENT OF THE SAID BOARD OF COMMISSIONERS.

THE PARTY OF THE FIRST PART FURTHER AGREES TO CONSTRUCT AND BUILD SAID IMPROVEMENT AND HAVE THE SAME COMPLETED ON OR BEFORE THE 1ST DAY OF SEPTEMBER, 1918, AND IN THE EVENT SAID IMPROVEMENT OF SAID BRIDGE SHALL NOT BE COMPLETED, FINISHED AND READY FOR ACCEPTANCE BY THE PARTY OF THE SECOND PART ON OR BEFORE SAID 1ST DAY OF SEPTEMBER, 1918, THEN THE SAID PARTY OF THE FIRST PART AGREES AND PROMISES TO PAY TO THE SAID PARTY OF THE SECOND PART AS LIQUIDATED DAMAGES FOR THE NON-COMPLETION OF SAID WORK AND FOR THE DEPRIVATION ON THE PART OF THE PUBLIC OF SAID HENDRICKS COUNTY OF THE USE OF SAID BRIDGE FROM AND AFTER SAID 1ST DAY OF SEPTEMBER, 1918, THE SUM OF TWENTY-FIVE DOLLARS (\$25.00) PER DAY FOR EACH AND EVERY DAY THEREAFTER THAT SAID IMPROVEMENT SHALL REMAIN UNCOMPLETED, UNFINISHED AND NOT READY FOR ACCEPTANCE BY SAID PARTY OF THE SECOND PART; AND SAID PARTY OF THE FIRST PART AGREES THAT SAID SUM OF TWENTY-FIVE DOLLARS (\$25.00) PER DAY SHALL BE DEDUCTED FROM THE CONTRACT PRICE OF SAID IMPROVEMENT AND SHALL BE RETAINED BY SAID PARTY OF THE SECOND PART OUT OF THE CONTRACT PRICE FOR SAID IMPROVEMENT FOR THE USE OF THE PUBLIC OF SAID HENDRICKS COUNTY, PROVIDED, THAT SAID

SATURDAY, APRIL 13, 1918.

FAILURE TO COMPLETE SAID IMPROVEMENT WITHIN THE SAID TIME SPECIFIED FOR SUCH COMPLETION IS NOT CAUSED BY STRIKES OR ANY OTHER CAUSE OR CAUSES BEYOND THE CONTROL OF SAID PARTY OF THE FIRST PART OR THAT SAID TIME HAS NOT BEEN EXTENDED BY SAID BOARD OF COMMISSIONERS. IN THE EVENT THE PARTY OF THE SECOND PART DOES GRANT AN EXTENSION OF TIME FOR THE COMPLETION OF SAID IMPROVEMENT, THE ABOVE AND FOREGOING AGREEMENT IN RELATION TO LIQUIDATED DAMAGES SHALL APPLY AFTER THE EXPIRATION OF SUCH EXTENSION.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT SAID PARTY OF THE SECOND PART SHALL WITHHOLD FULL PAYMENT TO THE PARTY OF THE FIRST PART AS REQUIRED BY SEC. 1 OF AN ACT APPROVED MARCH 4, 1911, ACTS OF 1911, PAGE 437, FOR A PERIOD OF THIRTY DAYS OR UNTIL PROOF BE MADE OF THE PAYMENT FOR ALL LABOR, MATERIAL, AND SUB-CONTRACTOR'S CLAIMS.

THE PARTY OF THE SECOND PART HEREBY AGREES THAT THE PARTY OF THE FIRST PART SHALL BE PAID THE SAID CONTRACT PRICE AS ABOVE SET OUT UPON THE WARRANT OF THE AUDITOR OF HENDRICKS COUNTY, INDIANA, AS DIRECTED BY THE BOARD OF COMMISSIONERS OF SAID HENDRICKS COUNTY AND SHALL BE PAID ON MONTHLY ESTIMATES OF THE ENGINEER IN CHARGE OF SAID WORK, BUT NOT TO EXCEED 80 PER CENT OF THE SAID ENGINEER'S ESTIMATE, 20 PER CENT OF THE SAID CONTRACT PRICE SHALL BE RETAINED BY THE SAID COUNTY UNTIL THE SAID WORK IS FULLY COMPLETED AND FINALLY ACCEPTED BY THE SAID BOARD OF COUNTY COMMISSIONERS.

AND THE SAID PARTY OF THE FIRST PART AGREES TO DO AND PERFORM ALL MATTERS AND THINGS REQUIRED OF AND IMPOSED UPON HIM, ACCORDING TO THE TERMS OF THIS CONTRACT OR PURSUANT TO THE PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AUTHORIZING SAID IMPROVEMENT.

TO ALL THE COVENANTS, CONDITIONS AND STIPULATIONS OF THIS CONTRACT THE SAID PARTIES SEVERALLY BIND THEMSELVES, THEIR SUCCESSORS, HEIRS AND ASSIGNS.

IN WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND

AND SEAL, THE DAY AND YEAR HEREINAFTER MENTIONED, AND IN WITNESS

WHEREOF, THE SAID BOARD OF COMMISSIONERS OF HENDRICKS COUNTY HAVE ALSO SIGNED AND APPROVED THIS CONTRACT, THIS 13TH DAY OF APRIL, 1918.

O. J. LARKIN, PARTY OF THE FIRST PART.

JOHN G. SHELTON (SEAL)

JOHN D. BRICKERT (SEAL)

CLARENCE B. PHILLIPS (SEAL)

BOARD OF COMMISSIONERS, HENDRICKS COUNTY.

ATTEST: C. CM. HAVENS, AUDITOR HENDRICKS COUNTY.

SATURDAY. APRIL 13. 1918.

STATE OF INDIANA, PUTNAM COUNTY, SS:

I, JOE ALLEN, AUDITOR IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE SURETIES ON THE WITHIN BOND ARE THE OWNERS OF REAL ESTATE VALUED AT MORE THAN THE WITHIN BOND, AS SHOWN BY THE TAX DUPLICATE OF SAID COUNTY FOR THE YEAR 1917.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 11TH DAY OF APRIL, 1918.

JOE M. ALLEN, AUDITOR PUTNAM COUNTY.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

I, C. M. HAVENS, AUDITOR IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE SURETIES ON THE FOREGOING BONDS ARE THE OWNERS OF REAL ESTATE VALUED AT MORE THAN THE FOREGOING BONDS, AS SHOWN BY THE TAX DUPLICATE OF SAID COUNTY FOR THE YEAR 1917.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 13TH DAY OF APRIL, 1918.

C. M. HAVENS, AUDITOR HENDRICKS COUNTY.

ORDERED THAT THE BOARD DO NOW ADJOURN.

Jno G. Stetson
J. W. Brickett
L. B. Phillips

BOARD OF COMMISSIONERS, HENDRICKS CO.

MONDAY MAY 6 1918.

MONDAY MAY 6, 1918.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY ARE MET IN REGULAR SESSION PURSUANT TO ADJOURNMENT IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF DANVILLE, INDIANA, IT BEING THE SIXTH DAY OF MAY, 1918.

PRESENT: JOHN G. SHELTON, JOHN D. BRICKERT, AND CLARENCE B. PHILLIPS.

THE FOLLOWING PROCEEDINGS WERE THEN HAD, TO-WIT:
SEE CLAIM AND ALLOWANCE RECORD (H. I.)

IN THE MATTER OF THE
SUPPLEMENTAL CONTRACT WITH
D. H. FATOUT.

COMES NOW THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA, AND D. H. FATOUT AND ENTER INTO A CONTRACT FOR CERTAIN CHANGES AND ALTERATIONS IN THE CONSTRUCTION OF THE SAM MCCOUN ARCH, WHICH CONTRACT IN WORDS AND FIGURES IS AS FOLLOWS, TO-WIT:

CONTRACT.

IN THE MATTER OF THE CONSTRUCTION OF THE SAM MCCOUN ARCH IN CENTER TOWNSHIP, HENDRICKS COUNTY, INDIANA.

THIS SUPPLEMENTAL CONTRACT AND AGREEMENT MADE AND ENTERED INTO THIS 6TH DAY OF MAY, 1918, BY AND BETWEEN D. H. FATOUT OF INDIANAPOLIS, INDIANA, THE PARTY OF THE FIRST PART, AND THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA, THE PARTY OF THE SECOND PART, HEREBY WITNESSETH.

THAT WHEREAS, IT HAS BECOME NECESSARY, FOR THE BENEFIT OF THE ABOVE NAMED HIGHWAY, THAT CERTAIN CHANGES AND ALTERATIONS BE MADE IN THE CONSTRUCTION THEREOF ACCORDING TO THE FOLLOWING SPECIFICATIONS, TO-WIT: FILL TO BE MADE FROM A POINT TWO HUNDRED FEET SOUTHEAST OF THE CENTER OF SAID ARCH, TO A POINT ABOUT ONE HUNDRED FEET NORTHWEST OF THE CENTER OF SAID ARCH, TO BE A MINIMUM OF 26 FEET IN WIDTH AND SLOPED ONE ON ONE TO CONFORM TO GRADE ALREADY ESTABLISHED AND TO CENTER LINE AS NOW STAKED.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE SAID BOARD OF COMMISSIONERS THAT THE CHANGE ABOVE SPECIFIED, BE MADE IN THE CONSTRUCTION OF SAID ARCH BY THE PARTY OF THE FIRST PART, AS HEREIN SPECIFIED AND AS DIRECTED BY THE ENGINEER IN CHARGE OF SUCH CONSTRUCTION, THAT THE PARTY OF THE FIRST PART SHALL RECEIVE THE SUM OF COST PLUS 15 PER CENT FOR SUCH CHANGE OR SHALL AGREE THAT THE CONSTRUCTION PRICE OF SAID ARCH SHALL BE REDUCED IN THE SUM OF BY VIRTUE OF SUCH CHANGE AS HEREIN SPECIFIED.

MONDAY MAY 6 1918.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THIS ORDER AND SUPPLEMENTAL CONTRACT SHALL BE DEEMED FULL AUTHORITY TO THE PARTY OF THE FIRST PART TO EXECUTE THE WORK HEREIN SPECIFIED AND SHALL CONSTITUTE AN AGREEMENT ON THE PART OF THE PARTY OF THE SECOND PART TO PAY FOR SAID WORK WHEN THE SAME SHALL HAVE BEEN COMPLETED AND APPROVED AS ANSWERING TO THE SPECIFICATIONS EMBODIED HEREIN; SUCH PAYMENT TO BE MADE UPON THE VERIFIED CLAIM OF THE PARTY OF THE FIRST PART FILED WITH THE PARTY OF THE SECOND PART.

IN WITNESS WHEREOF THE SAID PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS SIXTH DAY OF MAY, 1918.

PARTY OF THE FIRST PART.

Geo G. Shelton
J. W. Brickett
L. B. Phillips

BOARD OF COMMISSIONERS HENDRICKS COUNTY.

ATTEST. C. M. HAVENS. AUDITOR.

ORDERED THAT THE BOARD DO NOW ADJOURN UNTIL SATURDAY, MAY 18TH, 1918, AT 10
O'CLOCK A. M.

Saturday, May 18, 1918.

Saturday, May 18, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met in special session in the room of the Commissioners in the town of Danville, Indiana, it being a special session continued from Monday, May 6, 1918.

Present: JOHN G. Shelton, John D. Brickert and Clarence B. Phillips.

The following proceedings were then had, to-wit:-

See Road Record No. 9.

It was unanimously agreed by the Board that they should spend the day viewing roads and bridges.

Ordered that the Board do now adjourn until ten o'clock A. M.
Monday, June 3, 1918.

Monday, June 3, 1918.

Monday June 3, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met pursuant to adjournment in the room of the Commissioners in the town of Danville, Indiana, it being the first Monday in the month.

Present: John G. Shelton, John D. Brickert and Clarence B. Phillips.

The following proceedings were then had, to-wit:

See Claim and Allowance Record for claims allowed.

In the Matter of the
Contract for the Purchase of Coal.

Comes now the Auditor and presents to the Board the affidavits of W. E. King and Julian D. Hogate, editors and publishers of the Danville Gazette and the Republican respectively, which affidavits are in words and figures to-wit as follows- (H. I.)

From which affidavits it appears to the Board that due notice of the time and place of receiving bids was duly published in said papers for two weeks successively, the first of which publication was on the 16th day of May, 1918 and the last on the 23rd day of May, 1918.

And now the hour of 10:30 o'clock A. M. having arrived up to which time it was provided in said notice that bids would be received.

The Board proceeds to open said bids, and finds the same in due form and accompanied by a non-collusion affidavit and bond as required by law, said bids being as follows:

Hadley and Edwards-----	400 tons screened coal-----	\$4.05 per ton
	200 tons screened coal-----	\$3.45 per ton

And now the Board being fully advised in the premises finds that the bid of Hadley & Edwards is the lowest and best bid and should be accepted.

It is therefore ordered by the Board that the bid of Hadley & Edwards be and the same is hereby accepted. And the Board now approves the bond of Hadley & Edwards, which bond and the approval thereof are in words and figures as follows, to-wit:- (H. I.)

And now the Board enters into a contract, which contract is in words and figures as follows, to-wit:

CONTRACT.

This contract made and entered into by and between the Board of Commissioners of Hendricks County, Indiana, and Hadley & Edwards, witnesseth:

That said Hadley & Edwards agrees to furnish to said Board for the use and benefit of Hendricks County, Indiana, 400 tons of Indiana coal in the bin at the Hendricks County Jail at the price of \$3.40 plus the freight rate per ton, and 200 tons of Indiana coal F. O. B. cars Danville, Indiana, at the price of \$2.80 plus freight per ton.

Monday June 3, 1918.

All of said coal to be properly screened and delivered to said Board as above provided during the months of August and September, 1918.

It is understood and agreed that at least one-half of said coal is to be Mitchell coal and the other one-half to be a good first class Indiana coal.

Said Board agrees to pay said Hadley & Edwards for said coal received as above the price of \$3.40 plus freight per ton for coal delivered to the bin at the County Jail, and \$2.80 plus freight for all coal delivered F. O. B. cars Danville, Ind., upon receipt of said coal and upon bills being properly rendered to said Board.

In witness whereof we have hereunto set our hands this 3rd day of June, 1918.

John C. Shelton

John D. Brickert

Clarence B. Phillips

Board of Commissioners, Hendricks County, Indiana.

Edwards & Hadley

By Ames Edwards

In the Matter of the Erection of a
Concrete Coal Bin at the County
Heating Plant.

It now being shown to the satisfaction of the Board that the interests of the County can best be served by the erection of a concrete coal bin at the County Heating Plant, the County Engineer is ordered to draw up plans for the same, to be advertised and let at the same time the bridges are let.

Ordered that the Board do now adjourn until Monday, June 1, 1918, at 10:00 A. M.

John C. Shelton

Clarence B. Phillips

Board of Commissioners, Hendricks County, Indiana.

Monday, July 1, 1918.

Monday, July 1, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session pursuant to adjournment in the room of the Commissioners in the Town of Danville, Indiana, it being the first Monday in said month.

Present: John G. Shelton, John D. Brickert and Clarence B. Phillips.

The following proceedings were then had, to-wit:-

See Claims and Allowance Record for claims allowed.

In the Matter of the
Construction of Bridges.

Comes now J. P. Johnson, Surveyor of Hendricks County, Indiana, and presents to the Board of Commissioners profiles, plans and specifications for the construction of each of the following bridges in said Hendricks County, to-wit:-

Hayes Bridge in Center Township

Crews Bridge in Franklin Township

Phillips Arch in Brown Township

Porter Bridge in Center Township

Arnold Arch in Center Township

Hadley Abutment in Guilford Township

Neaville Bridge in Marion Township

Cummins Bridge in Center Township

Borders Bridge in Franklin Township

Maloney Bridge in Brown Township

Carrier Bridge in Center and Liberty Townships.

And the Board having examined said profiles, plans and specifications, and being fully advised and informed in the premises hereby approves and adopts said profiles, plans and specifications, and the same are now hereby ordered filed and deposited in the office of the Auditor of said County, and the Auditor of said County is hereby directed to give the proper notice for receiving sealed bids for the construction of said bridges in accordance therewith.

In the Matter of the
Construction of New Buildings.

Comes now J. P. Johnson, Engineer of Hendricks County, Indiana, and presents to the Board of Commissioners plans and specifications for the construction of each of the following new buildings in said Hendricks County, to-wit:-

Monday, July 1, 1918.

Tool house on County Home Farm

Coal bin for county heating plant on the County Jail lot.

And the Board having examined said plans and specifications, And being fully advised and informed in the premises hereby approves and adopts said plans and specifications and the same are now hereby ordered filed and deposited with the Auditor of said County, and the Auditor of said County is hereby directed to give the proper notice for receiving sealed bids for the construction of said buildings in accordance therewith.

Ordered that the Board do now adjourn until Saturday, July 6, 1918, at 10:00 o'clock A. M.

Saturday, July 6, 1918.

Saturday, July 6, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met in special session in the room of the Commissioners in the town of Danville, Indiana, it being a special session continued from Monday, July 1, 1918.

Present: John G. Shelton, John D. Brickert and Clarence B. Phillips.

The following proceedings were then had, to-wit:-

It was unanimously agreed by the Board that they should spend the day viewing the following bridges: Eggers, Mackey, O'Neal, Reese, McCoun, Cook, Pickett and Wallace.

Ordered that the Board do now adjourn until Saturday, July 13, 1918, at 10:00 o'clock A. M.

July Term.

Saturday, July 13, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met in special session in the room of the Commissioners in the Town of Danville, it being a special session continued from Saturday, July 6, 1918.

Present, John G. Shelton, John D. Brickert and Clarence B. Phillips.

The following proceedings were then had, to-wit:-

In the Matter of

County Home Supplies.

Comes now the Board and after examination of proofs and notices as required by law, in the examination of bids on file for the supplying of dry-goods, groceries and drugs to the Poor Farm for the term ending September 30, 1918.

The Board finds that the bid of the Schwartz Dept. Store for dry-goods, W. T. Pierson for groceries and the Thompson Drug Co. for drugs are the lowest and best bids and should be accepted.

It is therefore ordered by the Board that said bids be and the same are hereby accepted.

And now the said successful bidders file their respective bonds and the approval thereof, which bonds are in words and figures as follows, to-wit:-

In the Matter of

the Letting of Con-

tracts for Bridges.

Comes now the Auditor and presents to the Board that the affidavits of W. H. King and Julian D. Hegate, editors and publishers of the Danville Gazette and the Republican respectively, which affidavits are in words and figures as follows, to-wit:-

From which affidavits it appears to the Board that due notice of the time and place of receiving bids was duly given by publication in said papers for three weeks successively, the first of which publications was on the 27th day of June, 1918, and the last on the 11th day of July, 1918.

And the hour of 10:30 A. M. on the 13th day of July, 1918, having arrived, up to which time it was provided in said notice that bids would be received, the Board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds on file as follows.

July Term.

D. H. Pateut.

Hayes Bridge	\$1780.00
Phillips Arch	1790.00
Arnold Arch	1892.00
Neaville Bridge	1595.00
Carrier Bridge	1500.00
Porter Bridge	1200.00
Cummins Bridge	1175.00
Maloney Bridge	800.00

O. J. Larkin.

Hayes Bridge	\$1750.00
Cummins Bridge	1195.00
Carrier Bridge	1475.00
Crews Bridge	495.00
Borders Bridge	1200.00
Neaville Bridge	1600.00
Hadley Abutement	2000.00

The Board finds that all the bids are accompanied by a good and sufficient bond as required by law.

And now the Board after due examination of said bids finds that the bid of O. J. Larkin in the sum of \$1750.00--Hayes Bridge; \$1475.00--Carrier Bridge; \$495.00--Crews Bridge; \$1200.00--Borders Bridge and \$2000.00--Hadley Abutement, be and the same is hereby accepted.

And now the Board approves the bond of O. J. Larkin, and enters into a contract with the said O. J. Larkin, which bond, approval and contract are in words and figures as follows, to-wit:-

BOND.

Know all men by these presents, that e., the undersigned, O. J. Larkin of Hendricks County, Indiana, W. E. Pickens and R. E. Larkin of Putnam County, Indiana are firmly bound unto the State of Indiana, in the penal sum of seven thousand dollars, for the payment of which, well and truly to be made, we binds ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly, by these presents, this 10th day of July, 1918.

The Conditions of the Above obligation are such, that, whereas, the Board of Commissioners of Hendricks County, Indiana, is about to let a contract for the repair of the Hadley Abutement in Guilford Township, and the construction of the Hayes Bridge in Center Township, the Carrier Bridge in Center Township, the Crews Bridge in Franklin Township and the Borders Bridge in Franklin Township.

July Term.

And whereas, the above named O. J. Larkin has filed a bid for said work with the Auditor of the County, New, therefore, if the said Board of Commissioners shall award him the contract for said work, and the said O. J. Larkin shall promptly enter into a contract with the Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the profile, reports, plans, and specifications adopted by the Board of Commissioners and according to the time, terms and conditions specified in said contract to be entered into, and shall promptly pay all debts incurred by O. J. Larkin said Contractor, Agent or Superintendent in the prosecution of said work, including labor, materials furnished, and for boarding laborers thereon, and shall pay all damage to any firm or corporation who shall suffer loss or damage by reason of any failure or neglect of said bidder to enter into a proper contract to perform such work or to carry out the same in any particular; then this obligation shall be void, otherwise to remain in full force.

O. J. Larkin (SEAL)

W. E. Pickens (SEAL)

R. E. Larkin (SEAL)

State of Indiana, Hendricks County, SS:

Before me, a Notary Public in and for said county, personally appeared O. J. Larkin, W. E. Pickens and R. E. Larkin and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and official seal, this 11th day of July, 1918.

John Masten, Notary Public

My commission expires April 15, 1921.

State of Indiana, Putnam County, SS:

I, Joe M. Allen, Auditor in and for said County, and State do hereby certify that the sureties on the within bond are the owners of real estate valued at more than the within bond, as shown by the Tax Duplicate of the County for the year 1917.

Witness my hand and official seal, this 12th day of July, 1918.

Joe M. Allen,

Auditor Putnam County.

July Term.

CONTRACT.

For the Construction of the Borders Bridge in Franklin Township, the Hadley Abutment in Guilford Township, the Carrier Bridge in Center and Liberty Townships, the Hayes Bridge in Center Township and the Crews Bridge in Franklin Township.

This agreement made and entered into by and between O. J. Larkin of Hendricks County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County, in the State of Indiana, party of the second part.

Witnesseth:

That on the 13th day of July, A. D. 1918, the said Board of Commissioners received bids for the construction of the Crews Bridge, the Borders Bridge, the Hadley Abutment, the Carrier Bridge, and the Hayes Bridge, the same being located in Hendricks County and the said O. J. Larkin being declared to be the lowest and best responsible bidder, the contract was awarded to the said O. J. Larkin for the amount of his bid: viz: \$1750.00, Hayes Bridge; \$495.00, Crews Bridge; \$1200.00, Borders Bridge; \$2000.00, Hadley Abutment and \$1475.00, Carrier Bridge, and the said party of the first part now covenants and agrees to build and construct said bridge in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the viewers and engineer for said bridge, now on file in the office of the Auditor of said County which said reports, specifications and profile are hereby referred to and made a part of this contract the same as if fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvements and have the same completed on or before the 1st day of November, 1918, and in the event said improvement of said bridge shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of November, 1918, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks County for the use of said bridge from and after said 1st day of November, 1918, the sum of twenty-five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for the said improvement for the use of

July Term.

of the public of said Hendricks County, provided, that said failure to complete said improvement within the time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec 1 of said Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days until proof be made of the payment of all labor, material, and sub-contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County, and shall be paid on monthly estimates of the engineer in charge of the work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions, and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in witness whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 13th day of July, 1918.

O. J. Larkin, Party of the first Part.

John G. Shelton

John D. Brickert

Clarence B. Phillips

Board of Commissioners, Hendricks Co.

Attest: C. M. Havens, Auditor Hendricks County.

July term.

And the Board further finds that the bid of D. H. Fatout in the sum of \$1790.00 Phillips Arch; \$1892.00--Arnold Arch; \$1595.00--Neaville Bridge; \$1200.00--Porter Bridge--\$1175.00--Cummins Bridge and \$800.00--Maloney Bridge, be and the same is hereby accepted.

And now the Board approves the bond of D. H. Fatout, and enters into a contract with the said D. H. Fatout which bond, approval and contract are in words and figures as follows, to-wit:-

BOND.

Know all men by these presents, that we, the undersigned D. H. Fatout of Marion County, Indiana, and the United States Fidelity & Guaranty Company of Baltimore, Md. Surety, are firmly bound unto the State of Indiana in the penal sum of Eighty five Hundred (\$8500.00) dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 13th day of July, 1918.

The Conditions of the above obligation are such, that whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of certain arches and bridges as provided in the notice of letting for the 13th day of July, 1918.

And whereas the above named D. H. Fatout has filed a bid for said work with the Auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for the said work and the said D. h. Fatout shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force virtue and effect.

The United States Fidelity & Guaranty Company,

D. H. Fatout (SEAL)

By John E. Messick, Attorney-in-Fact (SEAL)

State of Indiana, Hendricks County, SS:

Before me, the subscriber, a Notary Public in and for said County personally appeared D. H. Fatout and the United States Fidelity & Guaranty Company by and through John E. Messick, attorney-in-fact for said company and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and notarial seal, this 13th day of July, 1918.

John Hume, Notary Public.

My commission expires May 5, 1919.

July Term.

Accepted and approved this 13th day of July, 1918.

John G. Shelton

John D. Brickert

Clarence B. Phillips

Board of Commissioners Hendricks County

Attest: C. M. Havens, Auditor Hendricks County.

CONTRACT.

For the construction of the ^{Cummins Bridge in} Phillips Arch in Brown Township

Maloney Bridge in Brown Township, Neaville Bridge in Marion Township,

Porter Bridge in Center Township and the Arnold Arch in Center Township

This agreement made and entered into by and between D. H. Fatcut of
party of the first part
Indianapolis, Indiana, and the Board of Commissioners of Hendricks County,
in the State of Indiana, party of the second part,

Witnesseth:

That on the 13th day of July, 1918, the said Board of Commissioners received bids for the construction of the Cummins Bridge, the Phillips Arch, the Maloney Bridge, the Neaville Bridge, the Porter Bridge, the Arnold Arch, the same being located in Hendricks County and the said D. H. Fatcut being declared to be the lowest and best bidder, the contract was awarded to the said D. H. Fatcut for the amount of his bid; viz: \$1175.00, Cummins Bridge; \$1790.00, Phillips Arch; \$800.00, Maloney Bridge; \$1595.00, Neaville Bridge; \$1200.00, Porter Bridge; and \$1892.00, Arnold Arch, and the said party of the first part now covenants and agrees to build and construct said bridge in all respects in accordance with and conformable to the specifications, reports plans and profile contained in the report of the viewers and engineer for said bridge, now on file in the office of the Auditor of said County which said reports, specifications, and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners

July Term.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of November, 1918, and in the event said improvement of said bridge shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of November, 1918, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks County of the use of said bridge from and after said 1st day of November, 1918, the sum of twenty-five (\$25.00) dollars per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five (\$25.00) dollars per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the said time specified for such completion is now caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the part of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material, and sub-contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County, and shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And the said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing such improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns. In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year hereinafter mentioned, and in witness whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 13th day of July, 1918.

July Term.

D. H. Fetsut

Party of the First Part

John G. Shelton

John D. Brickert

Clarence B. Phillips

Board of Commissioners Hendricks Co

Attest: C. M. Havens, Auditor of Hendricks County.

John G. Shelton
J. D. Brickert
C. B. Phillips

Board now adjourns until Wednesday, July 17, 1918, to meet with the State Council of Defense at Indianapolis to take up the matter of finishing roads under construction last year.

August Term.

Monday, August 5, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the room of the Commissioners in the Town of Danville, it being the first Monday of the month.

Present: John G. Shelton, John D. Brickert and Clarence B. Phillips.

The following proceedings were then had, to-wit:-

See Claim and Allowance Docket for claims allowed.

In the Matter of the Appointment
of Constable acct. for the
Brownsburg Detective Co. No. 185.

Comes now the Brownsburg Detective Co. No. 185 and files their petition asking that C. B. Phillips, Oral C. Marsh and Orval O. Carter be appointed constables of said Company.

And the Board being fully advised in the premises finds that the appointment of the above named persons be approved.

It is therefore ordered that said appointments be and the same is hereby approved, and the Auditor is hereby ordered to issue their certificates of appointment to the said above named persons.

And said Company pays to said Auditor of Hendricks County, the fee thereof in the sum of .50 cents each.

In the Matter of Transferring Raymond Bybee
to the School for the Feeble Minded.

Comes now the Auditor and presents a communication from the School for the Feeble Minded at Ft. Wayne, Indiana, which communication says that Raymond Bybee, a ward of the County of Hendricks, and inmate of the Gordon Shelby County Home has been admitted to the School for the Feeble Minded. And after due consideration of the matter it is ordered by the Commissioners that Raymond Bybee be transferred to the School for the Feeble Minded in charge of Mrs. Mary J. Christie, and that certain necessary clothing, a list of which is enclosed shall be purchased of some dealer in the Town of Danville.

Ordered that the Board do now adjourn until Thursday, August 8th, 1918, at 10:00 o'clock A. M.

August Term

Thursday, August 8, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met in special in the room of the Commissioners in the Town of Danville, it being a special session continued from Monday, August 5, 1918.

Present: John G. Shelton, John D. Brickert and Clarence B. Phillips,

The following proceedings were then had, to-wit:-

In the Matter of Letting

the Contract for the

Jackson Highway Bridge.

Comes now the Auditor and presents to the Board the affidavits of W.H. King and Julian D. Hogate, editors and publishers of the Danville Gazette and the Republican respectively, which affidavits are in words and figures as follows, to-wit:- (H. I.)

From which affidavits it appears to the Board that due notice of the time and place of receiving bids was duly given by publication in said papers for two weeks successively, the first of which publication was on the 18th. day of July, 1918, and the last on the 25th day of July, 1918.

And the hour of 10:30 A. M. on the 8th day of August, 1918, having arrived, up to which time it was provided in said notice that bids would be received, the Board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds on file as follows:

D. H. Fatout	\$4300.00
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The Board finds that all the bids are accompanied by a good and sufficient bond as required by law,

And now the Board after due examination of said bids finds that the bid of D. H. Fatout in the sum of \$4300.00 be and the same is hereby accepted.

And now the Board approves the bond of D. H. Fatout and enters into a contract with the said D. H. Fatout, which said bond, approval and contract are in words and figures as follows, to-wit:-

BOND.

Know all men by these presents, That we, the undersigned D. H. Fatout of Indianapolis, Indiana and the United States Fidelity and Guaranty Company of Baltimore, Md., Surety, are firmly bound unto the State of Indiana in the penal sum of fifty-one hundred and no/100 (\$5100.00) dollars for the payment of which, well and truly to be made, we bind

August Term.

ourselves jointly and severally and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 8th day of August, 1918.

The conditions of the above obligation are such, that whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of a Coal Bin for the County Heating Plant on the County Jail Lot and also for the construction of the Jackson Highway Bridge in Brown Township, Hendricks County, Indiana,

And whereas the above named D. H. Fatout has filed a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said D. H. Fatout shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

D. H. Fatout (Seal)

The United States Fidelity & (Seal)
Guaranty Co.,

By John E Messick, Atty- in-fact.

State of Indiana, Hendricks County, SS:

Before me, the subscriber, a notary public in and for said County personally appeared D. H. Fatout and the United States Fidelity & Guaranty Company by John E. Messick, attorney-in-fact, in behalf of said company, and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and notarial seal, this 8th day of August, 1918.

John T. Hume, Notary Public.

My commission expires May 5, 1918.

Accepted and approved August 8th, 1918.

John G. Shelton,

John D. Brickert

Clarence B. Phillips,

Board of Commissioners, Hendricks Co.

Attest: C. M. Havens, Auditor Hendricks County.

August Term.

Contract.

For the construction of the Jackson Highway Bridge.

This agreement made and entered into by and between D. H. Fatout of Marion County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

Witnesseth:

That on the 8th day of August, 1918, the said Board of Commissioners received bids for the construction of the Jackson Highway Bridge in Brown Township, the same being located in Hendricks County and the said D. H. Fatout being declared to be the lowest and best responsible bidder, the contract was awarded to the said D. H. Fatout for the amount of his bid, viz: \$4300.00, and the said party of the first part now covenants and agrees to build and construct said Bridge in all respects in accordance with and conformable to the specifications and plans of the engineer for said Bridge now on file in the office of the Auditor of said County, which said specifications and plans are hereby referred to and made a part of this contract the same as if fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care, and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of November, 1918, and in the event said improvement of said bridge shall not be completed, finished and ready for acceptance by the party of the second part on or before the 1st day of November, 1918, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks County of the use of said road from and after said 1st day of November, 1918, the sum of twenty-five (\$25.00) dollars per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said

August Term.

party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the part of the second part does grant an extension of time for the completion of said improvement the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, materials, and sub-contractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County and shall be paid on monthly estimates of the engineer in charge of the work, but not to exceed 80% of the said engineer's estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of Commissioners.

And said party of the first part agrees to do and perform all matters and things and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in witness whereof, the said Board of Commissioners of Hendricks County, have also signed and approved this contract, this 8th day of August, 1918.

D. H. Fatout,

Party of the First Part.

John G. Shelton,

John D. Brickart,

Clarence B. Phillips,

Board of Commissioners, Hendricks Co.

Attest: C. M. Havens, Auditor Hendricks County.

August Term.

In the Matter of the Letting of
Contracts for a Tool House on the
County Home Farm, and a Coal Bin
for the County Heating Plant on
the County Jail Lot.

Comes now the Auditor and presents to the Board the
affidavits of W. H. King and Julian D. Hogate, editors and publishers
of the Danville Gazette and the Republican respectively, which affidavits
are in words and figures as follows, to-wit:- (H.I.)

From which affidavits it appears to the Board that due notice
of the time and place of receiving bids was duly given by publication in
said papers for six weeks successively, the first of which publications
was on the 27th day of June, 1918, and the last on the 1st day of
August, 1918.

And the hour of 10:30 A. M. on the 8th day of August, 1918,
having arrived, up to which time it was provided that bids would be
received, the Board proceeds to open said bids in the presence of the
bidders and the general public.

The Board finds on file as follows:

Coal Bin for County Heating Plant on County Jail Lot:

D. H. Fatout	\$800.00
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Tool House on County Home Farm:

Ebert Bunten	\$975.00
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The Board finds that all the bids are accompanied by a good
and sufficient bond as required by law.

And now the Board after due examination of said bids finds
that the bid of D. H. Fatout in the sum of \$800.00 be and the same is
hereby accepted.

And now comes D. H. Fatout and files his bond to the approval
of the Board, which bond and the approval thereof are as hereinbefore
entered. And now the Board enters into a contract with the said D. H.
Fatout, which contract is in words and figures as follows, to-wit:-

CONTRACT.

For the construction of the Coal Bin for the County Heating Plant on
the County Jail Lot.

This agreement made and entered into by and between D. H. Fatout
of Marion County, Indiana, party of the first part, and the Board of Com-
missioners of Hendricks County, in the State of Indiana, party of the
second part,

August Ter M.

Witnesses th:

That on the 8th day of August, 1918, the said Board of Commissioners received bids for the construction of the Coal Bin for the County Heating Plant on the County Jail Lot, the same being located in Hendricks County and the said D. H. Fatout being declared to be the lowest and best responsible bidder, the contract was awarded to the said D. H. Fatout for the amount of his bid, viz: \$800.00, and the party of the first part now covenants and agrees to build and construct said coal bin in all respects in accordance with and conformable to the specifications and plans of the engineer, now on file in the office of the Auditor of said County, which said specifications and plans are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and materials furnished in and for the construction of said work, whether the said work and labor is performed, or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of September, 1918, and in the event said improvement of said building shall not be completed, finished and ready for acceptance by the party of the second part on or before the 1st day of September, 1918, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of Hendricks County, of the use of said building from and after said 1st day of September, 1918, the sum of twenty-five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by the said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part, or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as

August Term.

required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material, and sub-contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County, and shall be paid monthly on estimates of the engineer in charge of said work, but not to exceed 80% of said engineer's said estimate: 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in witness whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 8th day of August, 1918.

D. H. Fatcut

Party of the First Part.

John G. Shelton,

John D. Brickert,

Clarence B. Phillips,

Board of Commissioners Hendricks Co.

A ttest: C. M. Havens, Auditor Hendricks County.

And the Board further finds that the bid of Ebert Buntin for the construction of a Tool House on the County Home Farm in the sum of \$975.00 be and the same is hereby accepted.

And now the Board approves the bond of the said Ebert Buntin and enters into a contract with the said Ebert Buntin, which bond, approval and contract are in words and figures as follows, to-wit:-

August Term.

BOND.

Know all men by these presents, that we, the undersigned, Ebert Bunten, Roscoe Bunten, and J. H. Bunten Jr. of Hendricks County, Indiana, are firmly bound unto the State of Indiana in the penal sum of one thousand (\$1000.00) dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 3rd day of August, 1918.

The conditions of the above obligation are such, that whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for a tool house to be built at the County Home Farm,

And, whereas, the above named Ebert Bunten has filed a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said Ebert Bunten shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

Ebert Bunten (SEAL)

Roscoe Bunten (SEAL)

J. H. Bunten (SEAL)

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, a Notary Public, in and for said County personally appeared Ebert Bunten and Roscoe Bunten and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and Notarial seal, this 3rd day of August, 1918.

Chas. V. Sears, Notary Public.

My commission expires March 21, 1921.

Accepted and approved, August 8, 1918.

John G. Shelton,

John D. Brickert,

Clarence B. Phillips,

Board of Commissioners, Hendricks County.

Attest: C. M. Havens, Auditor Hendricks County.

August Term.

CONTRACT.

For the construction of the Tool House on the County Home Farm.

This agreement made and entered into by and between Ebert Bunten of Hendricks County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

Witnesseth:

That on the 8th day of August, 1918, the said Board of Commissioners received bids for the construction of the Tool House on the County Home Farm, the same being located in Hendricks County and the said Ebert Bunten being declared to be the lowest and the best responsible bidder, the contract was awarded to the said Ebert Bunten for the amount of his bid, viz: \$975.00, and the said party of the first part now covenants and agrees to build and construct said tool house in all respects in accordance with and conformable to the specifications and plans of the engineer now on file in the office of the Auditor of said County, which said specifications and plans are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 15th day of October, 1918, and in the event said improvement of said building shall not be completed, finished and ready for acceptance by the party of the second part on or before the said 15th day of October, 1918, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of Hendricks County of the use of said building from and after said 15th day of August, 1918, the sum of twenty-five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished, and not ready for acceptance by the said party of the second part, and said party of the first part agrees that said sum of twenty-five

August Term.

dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material, and subcontractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County and shall be paid monthly on estimates of the engineer in charge of the work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price to be retained by said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in Witness Whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 8th day of August, 1918.

Ebert Buntin, Party of the First Part.

John G. Shelton,

John D. Brickert,

Clarence B. Phillips,

Board of Commissioners of Hendricks County.

Attest: C. M. Havens, Auditor Hendricks County.

August Term.

In the Matter of the Agreement
with the Cleveland, Cincinnati,
Chicago & St. Louis Railway Co.

Comes now the Auditor and presents to the Board an agreement
with the Cleveland, Cincinnati, Chicago & St. Louis Railway Company
in regard to the use of side-tracks. And after due consideration
it is ordered that the Board of Commissioners execute said agreement
for the County of Hendricks, State of Indiana, and the same is hereby
executed.

Said agreement is in words and figures as follows, to-wit:-

This Agreement, made and entered into this Fifth (5th) day of
April, 1918, between the Cleveland, Cincinnati, Chicago & St. Louis
Railway Company, a corporation, as First Party, and the Board of Com-
missioners of the County of Hendricks in the State of Indiana, as
Second Party, Witnesseth:

Whereas, the First Party own two (2) side tracks at Danville,
Hendricks County, Indiana, on First Party's St. Louis Division. One of
said side tracks is connected with First Party's westward main track on
the north side thereof extending eastwardly about six hundred and twenty
(620) feet, all located on land of the First Party. The other side track
is connected with First Party's side track on the north side thereof
extending westwardly about eight hundred and twenty-nine (829) feet,
all located on land of the First Party. Said side tracks are shown by
solid red lines upon blue prints hereto attached and made part hereof, and

Whereas, the Second Party desires to temporarily use said side
tracks for the handling of materials for the improvement of public high-
ways, and

Whereas, it is mutually desired between the parties hereto
that a formal written agreement be entered into defining their rights,
duties and liabilities.

Now, Therefore, in consideration of One Dollar (\$1.00), the
receipt of which is hereby acknowledged, and of benefits to the Second Party
it is agreed between the parties hereto as follows:

1. That the First Party will permit the Second Party to use said
said side tracks only for such transportation purposes as are authorized by
by tariffs.
2. That said side tracks shall be maintained by the First
Party, and the Second Party shall, upon presentation of bill therefor,
pay to the First Party, the cost of maintaining said six hundred and

August Ter m.

twenty (62 0) feet track (except that portion of said track from the point of switch to the clearance point) and the cost of maintaining the westerly three hundred (300) feet of said eight hundred and twenty-nine (829) feet track and such proportion of the maintenance of the easterly five hundred and twenty-nine (529) feet of said track (except from point of switch to clearance point) as the number of loaded cars handled over said track by or for the Second Party bears to the total number of cars handled over said track.

3. That the ownership and control of said tracks shall be vested solely in the First Party. The First Party shall have the right to use, without cost, the whole or any part of said sidings in connection with other business than that of the Second Party.

4. Right of service under this agreement may not be assigned to or enjoyed by another without the written consent of the First Party.

5. That it shall be the duty of the Second Party in moving any car or cars placed upon said tracks, or either of them, to avoid fouling or obstructing the main or other tracks of the First Party and from injuring others who may be upon, near or using said tracks, or either of them, and also from damaging the property of the First Party or others. It shall also be the duty of the Second Party to avoid placing upon or near said tracks, or either of them any obstructions which may endanger First Party's employees in discharging their duties as trainman. It shall also be the duty of the Second Party, when First Party is moving any car or cars upon said tracks, or either of them to themselves, or any of them, and to require their employees and persons upon or near said tracks, or either of them, upon business for or with them, to take positions free from dangers which may result from such movement or the collision of cars thereon. For the failure to perform any such duty, said Second Party does hereby assume liability and indemnifies and saves harmless the First Party.

6. The Second Party hereby indemnifies and agrees to save harmless the First Party from any loss, damage or injury by fire originating in or from the use by or for the Second Party of said tracks, or either of them, or any connecting track and affecting the property or person of anyone upon the premises or adjacent premises served by said side tracks, or either of them. Also from any loss, damage or injury by fire originating upon the premises served by said tracks from any negligence of the Second Party and communicated directly or indirectly to property or persons upon other premises.

7. This contract shall be in full force and effect for one year (1) from the date hereof, unless sooner terminated by the mutual consent of the parties hereto, provided, however, that the First Party shall have the right at any time after sixty (60) day's notice in writing to the Second Party to discontinue the use of said tracks, or either of them, and remove all of the same.

August Term.

In Testimony Whereof, the parties hereto have caused this agreement to be executed in duplicate, the day and year first above written.

Witnesses: The Cleveland, Cincinnati, Chicago, & St. Louis
Railway Company

By _____
Vice President and General Manager.

The Board of Commissioners of the
County of Hendricks in the State of Indiana.

By John G. Shelton, Commissioner

By John D. Brickert, Commissioner

By Clarence B. Phillips, Commissioner

Ordered that the Board do now adjourn until Monday, the 19th day of
August, 1918, at 2:30 P. M.

August Term.

Monday, August 19, 1918.

The Board of Commissioners of Hendricks County, Indiana, are met in special session in the room of the Commissioners in the Town of Danville, it being a special session continued from Thursday, August 8, 1918.

Present: John G. Shelton and Clarence B Phillips.

The following proceedings were then had, to-wit:-

In the Matter of Letting the
Contract for the Construction
of the Sugar Grove Bridge.

Comes now the Auditor and presents to the Board the affidavits of W. H. King and Julian D. Hogate, editors and publishers of the Danville Gazette and the Republican, respectively, which affidavits are in words and figures as follows, to-wit:- (H. I.)

From which affidavits it appears that due notice of the time and place of receiving bids was duly given by publication in said papers for two weeks successively, the first of which publication was on the 1st of August, 1918, and the last on the 8th day of August, 1918.

And now the hour of 2:30 P. M. on the 19th day of August, 1918, having arrived, up to which time it was provided that bids would be received, the Board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds on file as follows.

O. J. Larkin	\$12,000.00
--------------	-------------

The Board finds that said bid is accompanied by a good and sufficient bond as required by law.

And now the Board after due examination of said bid, finds that the bid of O. J. Larkin in the sum of \$12,000.00 be and the same is hereby accepted.

And now the Board approves the bond of said O. J. Larkin and enters into a contract with the said O. J. Larkin, which bond, approval and contract are in words and figures as follows, to-wit:-

BOND.

Know all men by these presents, that we, the undersigned O. J. Larkin of Hendricks County, B. F. Vaughn, W. R. Larkin and R. E. Larkin of Putnam County, Indiana, are firmly bound unto the State of Indiana in the penal sum of Twelve Thousand (\$12,000.00) dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally and our joint and several heirs, executors, administrators, and assigns, firmly by these presents, this 16th day of August, 1918.

The conditions of the above obligation are such that whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of the Sugar Grove Bridge in Guilford Township, Hendricks County, Indiana,

August Term.

And whereas, the above named O. J. Larkin has filed a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said O. J. Larkin shall properly enter into a contract with said Board of Commissioners for said work, and shall and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

O. J. Larkin (SEAL)

R. E. Larkin (SEAL)

W. R. Larkin (SEAL)

B. F. Vaughn (SEAL)

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, a Notary Public in and for said County personally appeared O. J. Larkin, R. E. Larkin, W. R. Larkin and B. F. Vaughn and acknowledged the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and seal this 16th day of August, 1918.

My commission expires April 15, 1918. John Masten, Notary Public.

Accepted and approved August 19, 1918.

John G. Shelton,

Clarence B. Phillips,

Board of Commissioners, Hendricks

Attest: C. M. Havens, Auditor Hendricks County.

State of Indiana, County of Putnam, SS:

I, Joe M. Allen, Auditor in and for said County and State, do hereby certify that the sureties on the within bond are the owners of real estate valued at more than the within bond, as shown by the Tax Duplicate of said County for the year 1917, 18.

Witness my hand and official seal, this 17th day of August, 1918

Joe M. Allen,

Auditor Putnam County.

August Term.

CONTRACT.

For the Construction of the Sugar Grove Bridge in Guilford Township.

This agreement made and entered into by and between O. J. Larkin of Hendricks County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part.

Witnesseth:

That on the 18th day of August, 1918, the said Board of Commissioners received bids for the construction of the Sugar Grove Bridge in Hendricks County and the said O. J. Lark in being declared to be the lowest and best responsible bidder, the contract was awarded to the said O. J. Larkin for the amount of his bid, viz: \$12,000.00, and the said party of the first part now covenants and agrees to build and construct said bridge in all respects, accordance with and conformable to the specifications and plans of the National Bridge Company for said bridge now on file in the office of the Auditor of said County, which said specifications and plans are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of December, 1918, and in the event said improvement of said bridge shall not be completed, finished and ready for acceptance by the 1st day of December, 1918, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks County for the use of said bridge from and after said 1st day of December, 1918, the sum of twenty-five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part, or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in rela-

August Term.

tion to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material, and sub-contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County, and shall be paid monthly on estimates of the engineer in charge of the work; but not to exceed 80% of the said engineer's said estimate; 30% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of his contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in Witness Whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 19th day of August, 1918

O. J. Larkin, Party of the First part

John G. Shelton,

Clarence B. Phillips,

Board of Commissioners, Hendricks County

Attest: C. M. Havens, Auditor Hendricks County.

Ordered that the Board do now adjourn until Monday, September 2, 1918, at 10:30 A. M.

John G. Shelton
J. H. Brickner
C. B. Phillips

Board of Commissioners, Hendricks County.

State Bar term 1918.

Monday, September 2, 1918.

The Board of Commissioners of Hendricks County, Indiana, met in regular session in the room of the Commissioners in the Town of Danville, it being the first Monday in said month.

Present: John G. Shelton and Clarence B Phillips.

The following proceedings were then had, to-wit:-

See Claim and Allowance Docket for claims allowed.

In the Matter of the
Appointment of a Constable
for the Brownsburg Detective Co
Company.

Comes now the Brownsburg Detective Company and files their petition asking that Allen O. McDaniel be appointed constable for and on account of said Company.

And the Board being fully advised in the premises finds that the appointment of the said Allen O. McDaniel should be approved.

It is therefore ordered that said appointment be and the same is hereby ordered approved, and the Auditor is hereby ordered to issue his certificate of appointment to the said Allen O. McDaniel.

And said Company pays to said Auditor the fees thereof in the sum of fifty (\$.50) cents.

In the Matter of the
John W. French Ditch.

And now the Board considers the matter of the non-completion of the John W. French Ditch and upon due consideration and being fully advised in the matter finds that the Contractor, John Lindsey, of Hendricks County, Indiana, having failed to complete the ditch according to the plans, profiles and specifications on file in the Auditor's office in Hendricks County, is hereby declared in default, and the Board herewith orders his Surety, The United States Fidelity and Guaranty Company of Baltimore, Md., to complete the ditch according to said plans, profiles and specifications.

The Board further decides that the unpaid balance (\$273.27) of the contract price on said ditch shall be paid to said Surety upon satisfactory completion of said ditch, and now so declares.

Ordered that the Board do now adjourn until Monday, October 7, 1918 at 10:00 A. M.

September Term.

In the Matter of the Appointment of
Election Inspectors for the year 1918.

The Board now appoints inspectors as follows:

Center Township.

Precinct No. 1. Martin Mitchell
" " 2. Mel C. Masten
" " 3. Chas. F. McClelland
" " 4. S. L. McCurdy

Washington Township.

West Precinct. Frank Jessup

East " J. A. McClain

Guilford Township.

Precinct No. 1. Harry Hobbs
" " 2. Clark Sellers
" " 3. Eugene Watson

Liberty Township.

East Precinct. John L. Graves

Center " Amzi Foltz

South " Earl Duncan

West " A. K. Gilbert

Franklin Township.

South Precinct. Merritt A. Gregory

North " Wm. W. Walls

Clay Township.

West Precinct. C. E. Lisby

Center " John W. Figg

East " Albert Harlan

Marion Township.

North Precinct. Charles M. Robbins.

South " Henry F. Pratt

Eel River Township.

Precinct No. 1. Grant Spears

" " 2. O. O. Gossett

" " E. M. Wright

Union Township.

West Precinct. John F. Hocker

East " Grant Reeves.

*Harry E. Sanders.
Ray Hinshaw*

C. E. Shields

Lynne Master

W. R. Lisby

Elmer Jenson

Asa Kuntz

Ed Leak

September Term.

Middle Township.

South Precinct. Charles Patterson

North " John Husted

Brown Township.

West Precinct. E. G. Denton

East " Walter Combs

Lincoln Township.

North Precinct. Horatio Brown *Albert C. Ayer*

South " James W. Ferree *Levi H. Denison*

Ordered that the board do now adjourn until Monday, October 7, 1918, at 10 o'clock A. M.

Board of Commissioners.

Geo. L. Stearns
John W. Brickner
C. B. Phillips

October Term, 1918.

. Monday October 7th, 1918.

The Board of Commissioners of Hendricks County, Indiana, met in regular session in the room of the Commissioners in the town of Danville, it being the first Monday in said month.

present: John G Shelton, John D Brickert and C B Phillipps,

The following proceedings were then had to-wit,-

See Claim and Allowance Docket for claims allowed.

See Road Record number 9

In the Matter of Supplies for
County Poor Farm.

Comes now the Board and after an examination of proofs and notices as required by law, in the examination of bids on file for for the supplying of Dry Goods, Groceries, and Drugs, to the County Home for the term ending December 31st., 1918.

The Board finds that the bid of Schwartz Dept Store, for dry goods, and the bid of John Edwards, for Groceries, and of Thompson Drug Co for Drugs, are the lowest and best bids and should be accepted.

It is therefore ordered by the Board that said bids are accepted and the same are hereby accepted.

(H I) And the said Board enters into a contract with each of the said bidders which contracts are in words and figures as follows to-wit;

And now the said successful bidders file their respective bonds and the approval thereof, which bonds are in words and figures as follows to-wit; (HI)

In the matter of Additional aid
for Liberty township Poor.

Comes now A K Gilbert, Trustee of Liberty Township in Hendricks County, Indiana, and files a statement in duplicate, as provided by Acts of 1899, Page 121. from which statement it appears that Effie Crew and Sarah Helt are Poor persons and are in need of relief; that within the last year they have received relief from the Trustee to the extent of \$ 15.00. each.

And the Board of Commissioners being fully advised in the premises now authorizes the said trustee to extend to the above named persons further relief to the extent of \$ 15.00 each.

(continued)

October Term 1918.

I do hereby certify that the above and fore going is a full true and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana, in the above entitled cause.

Witness my hand and official seal this 7th day of October, 1918.

(SEAL)

C M Havens.

Auditor.

In the matter of appointment of

Constanable by Dectective Co # 168.

Comes now Horse Thief Detective Association # 168 and petitions for the appointments of William Tayler and Frank Overton as Constanablesas provided by law in such cases. And now the board grants said petition and the said William Taylor and Frank Overton are hereby given the power of Constable and the auditor is hereby directed to furnish the above William Taylor and Frank Overton with the proper credentials.

In the matter of the Incorporation of the

New Winchester Horse Thief Detective Assoc'.

Comes now the newly elected Trustees of the New Winchester Assoc' and file with the Board of Commissioners of Hendricks County, Indiana, and also the names of the Charter members of said association.

And the Board being fully advise in the above matter authorizes the Auditor to issue to each of the members a Certificate of appointment as enacted by law and the same are hereby issued.

The Articles of Incorporation are then placed on file in the Audites office in danville, Indiana.

The Board of Commissioners orders that each of the following named persons be given a certificate of appointment and the same is hereby executed.

C W Gooding, Fred Creech, Olson Hunt, Oscar Kurtz, Chas E Kurtz, Geo W Joseph, Frank E Hays, John Biddle, and H D Christia all members of said association.

In the matter of the Petition
for the repair of roads in the Town of Clayton.

Comes now the Board of Trustee's of the Town of Clayton and petitions to the Board of Hendricks County Commissioners, State of Indiana, that their are $1\frac{1}{2}$ miles of County Gravel Road in the incorporation of the Town of Clayton, and the Board having consulted the records which shows the Town of Clayton to have .90 of a mile of Free Gravel Road within the corporate lines hereby apportioned to said town its proportionate share based upon their established mileage, which is \$112.50.

Signes, J. M. G. Shelton

J. D. Brickert.

C. B. Phillips.

Commissioners.

In the matter of the petition for the
repair of roads in the town of Amo.

Comes now the Board of Trustees of the town of Amo and petitions to the Board of Commissioners of Hendricks County State of Indiana, that their are $\frac{3}{4}$ of a mile of County Free Gravel Road in the town of Amo in need of repair and pay for \$150.00 therefor as follows, (HI).

And the Board having considered the matter and being fully advised in the premises grants the above named Town \$96.25. which is their proportionate amount based on the relation their mileage of free gravel road within the incorporate limits namely, .77 of a mile bears to the total free gravel road mileage of the County.

Ordered that the Board do now adjourn until Nov.

J. M. G. Shelton
J. D. Brickert
C. B. Phillips

Attest. C. M. Havens

Auditor.

NOVEMBER TERM 1918.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA ARE MET IN REGULAR SESSION IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF DANVILLE INDIANA IT BEING THE FIRST MONDAY IN SAID MONTH.

PRESENT. JOHN D BRICKERT AND C B PHILLIPS. ALL MEMBERS OF SAID BOARD.

THE FOLLOWING PROCEEDINGS WERE THEN HAD TO-WIT.

NOVEMBER TERM 1918.

IN THE MATTER OF ADDITIONAL AID
FOR WASHINGTON TOWNSHIP POOR.

PAID TO COMES NOW J A MCCLAIN TRUSTEE OF WASHINGTON TOWNSHIP IN
HENDRICKS COUNTY INDIANA AND FILES A STATEMENT IN DUPLICATE AS
PROVIDED BY ACTS 1899 PAGE 121 FROM WHICH STATEMENT IT APPEARS THAT
ALFRED PRATT IS A POOR PERSON AND IS IN NEED OF RELIEF THAT WITHIN
THE PAST YEAR THEY HAVE RECEIVED RELIEF TO THE EXTENT OF 15.00 FROM
SAID TOWNSHIP.

AND THE BOARD OF COMMISSIONERS BEING FULLY ADVISED IN THE
PREMISES NOW AUTHORIZES THE SAID TRUSTEE TO EXTEND TO THE ABOVE NAMED
FUTHER RELIEF TO THE EXTENT OF 15.00

I DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A FULL
TRUE AND COMPLETE COPY OF THE ORDER MADE BY THE BOARD OF COMMISSIONERS
OF HENDRICKS INDIANA IN THE ABOVE ENTITLED CAUSE.

WITNESS MY HAND AND SEAL OF OFFICE THIS 4TH DAY OF NOVEMBER
1918

C M HAVENS AUDITOR

SEE CLAIM AND ALLOWENCE RECORD FOR CLAIMS ALLOWED.

ORDERED THAT THE BOARD DO NOW ADJOURN. UNTIL NOV 16 1918.

BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY INDIANA.

Jno G. Shutt
J. D. Brickert
W. B. Phillips

NOVEMBER 16TH TERM 1918.

SATURDAY MORNING NOV 16 1918.

THE BOARD OF COMMISSIONERS OF HENDRICKS INDIANA MET PURSUANT TO ADJOURNMENT IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF DANVILLE INDIANA THIS 16TH DAY OF NOVEMBER 1918.

PRESENT. JOHN G SHELTON JOHN D BRICKERT AND C B PHILLIPS.

THE FOLLOWING PROCEEDINGS WERE THEN HAD TO-WIT.

SEE CLAIM AND ALLOWENCE RECORDS FOR CLAIMS ALLOWED.

ORDERED THAT THE BOARD DO NOW ADJOURN.

BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY INDIANA.

John G. Shelton
J. D. Brickert
C. B. Phillips

DECEMBER 2 1918.

MONDAY MORNING DEC 2 1918.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY ARE MET IN
REGULAR SESSION IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF DANVILLE
INDIANA IT BEING THE FIRST MANDAY IN SAID MONTH.

PRESENT. JOHN D BRICKERT AND C B PHILLIPS ALL MEMBERS OF SAID
BOARD.

THE FOLLOWING PROCEEDINGS WERE THEN HAD TO-WIT.

SEE THE CLAIM AND ALLOWENCE RECORD FOR CLAIMS ALLOWED.

IN THE MATTER OF THE APPOINTMENT
OF CONSTABLES.

COMES NOW THE NEW WINCHESTER HORSE THIEF ASSOCIATION AND PETITIONS
SAID BOARD TO CONSIDER CONSTABLE POWERS FOR THE FOLLOWING NAMED PERSONS.
OF SAID ASSOCIATION. BERT CHRISTIE. WILLARD CASSITY. RALIEGH MCVEY.
HARRY DICKERSON. OSCAR MONTGOMERY. OBE RAMSEY. PAUL CHRISTIE. CANARD
MCVEY. SAM UNDERWOOD. GUSS POER. GEORGE MONTGOMERY.

AND THE BOARD BEING FULLY ADVISED IN THE PREMISES NOW CONFERS
CONSTABLE POWERS UPON THE ABOVE NAMED PERSONS.

AND NOW THE AUDITOR IS ORDERED TO ISSUE CERTIFICATES OF APPOINT-
MENT ACCORDINGLY.

ORDERED THAT THE BOARD DO NOW ADJOURN UNTIL DEC 28TH 1918.

ATTEST. C M HAVENS
AUDITOR.

BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY INDIANA.

John D. Shultz
J. D. Brickert
C. B. Phillips

DECEMBER SPECIAL TERM 1918.

SATURDAY DEC 28 1918.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA ARE MET IN REGULAR SESSION PURSUANT TO ADJOURNMENT THIS 28TH DAY OF DECEMBER 1918 IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF DANVILLE INDIANA.

PRESENT. JOHN G SHELTON JOHN D BRICKERT AND C B PHILLIPS ALL MEMBERS OF SAID BOARD.

THE FOLLOWING PROCEEDINGS WERE THEN HAD TO-WIT.

SEE CLAIM AND ALLOWENCE RECORD FOR CLAIMS ALLOWED.

IN THE MATTER OF ADDITIONAL AID
FOR LIBERTY TOWNSHIP. POOR.

COMES NOW A K GILBERT TRUSTEE OF LIBERTY TOWNSHIP IN HENDRICKS COUNTY INDIANA AND FILES A STATEMENT IN DUPLICATE AS PROVIDED BY ACTS 1699 PAGE 121 FROM WHICH STATEMENT IT APPEARS THAT SARAH HOLT IS A POOR PERSON AND IS IN NEED OF RELIEF TH THAT WITHIN THE PAST YEAR SHE HAS RECEIVED RELIEF FROM THE SAID TOWNSHIP TO THE EXTENT OF 15.00.

AND THE BOARD OF COMMISSIONERS BEING FULLY ADVISED IN THE PREMISES NOW AUTHORIZES THE SAID TRUSTEE TO EXTEND TO THE ABOVE NAMED PERSON FUTHER RELIEF TO THE EXTENT OF 15.00

I DO HEREBY CERTIFY THAT THE ABOVE IS A FULL TRUE AND COMPLETE COPY OF THE BOARD OF COMMISSIONERS IN THE ABOVE ENTITLED CAUSE.

SEAL

C M HAVENS AUDITOR.

IN THE MATTER OF THE ADOPTION OF
NAOMI BLUNK A WARD OF HENDRICKS COUNTY.

COMES NOW JOHN C PRICE AND GRACE C PRICE AND PRESENT TO THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA A PETITION AND REQUEST FOR THE CONSENT OF THE BOARD OF COMMISSIONERS TO THE ADOPTION BY THEM OF NAOMI BLUNK OF THIS BOARD. AND THE BOARD BEING FULLY ADVISED AND INFORMED IN THE MATTER NOW GIVE THIER CONSENT TO THE ADOPTION TO THE SAID NAOMI BLUNK BY SAID JOHN C PRICE AND GRACE C PRICE WHICH SAID CONSENT IS IN WRITTNIG AND AS FOLLOWS TO-WIT. H. I.

JOHN G SHELTON

C M HAVENS AUDITOR.

PRESIDENT

DECEMBER SPECIAL TERM 1918

IN THE MATTER OF ADDITIONAL
AID FOR LIBERTY TOWNSHIP POOR.

COMES NOW A K GILBERT TRUSTEE OF LIBERTY TOWNSHIP IN HENDRICKS
COUNTY INDIANA AND FILES IN DUPLICATE AS PROVIDED BY ACT 1899 PAGE 121
FROM WHICH STATEMENT IT APPEARS THAT EFFIE CROW IS A POOR PERSON AND
IS IN NEED OF RELIEF THAT WITHIN THE PAST YEAR SHE HAS RECEIVED RELIEF
FROM THE SAID TOWNSHIP TO THE EXTENT OF 15.00.

AND THE BOARD BEING FULLY ADVISED IN THE PREMISES NOW AUTHORIZES
THE SAID TRUSTEE TO EXTEND TO THE ABOVE NAMED PERSON FURTHER RELIEF TO
THE EXTENT OF 15.00.

I DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A FULL TRUE
AND COMPLETE COPY OF THE ORDER MADE BY THE BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY INDIANA IN THE ABOVE ENTITLED CAUSE.

WITNESS MY HAND AND SEAL THIS 28TH DAY OF DEC 1918.

SEAL

C M HAVENS

AUDITOR HENDRICKS COUNTY.

IN THE MATTER OF CONTRACTS FOR SUPPLIES
FOR THE COURT HOUSE AND COUNTY HOME.

COMES NOW THE AUDITOR AND FILES THE AFFIDAVITS OF WM KING AND
JULIAN D HOGATE EDITOR OF THE DANVILLE GAZETTE AND THE HENDRICKS COUNTY
REPUBLICAN RESPECTIVELY WHICH AFFIDAVITS WITH NOTICES ATTACHED ARE IN
WORDS AND FIGURES AS FOLLOWS TO-WIT H. I. FROM WHICH AFFIDAVITS IT
APPEARS TO THE SATISFACTION OF THE BOARD THAT SAID NOTICES WERE DULY
PUBLISHED IN SAID PAPERS ON THE 12TH DAY OF DECEMBER 1918.

AND NOW THE HOUR OF 10 O'CLOCK ON THE 28TH DAY OF DECEMBER 1918
UP TO WHICH TIME IT WAS PROVIDED IN SAID NOTICES THAT BIDS WOULD BE
RECEIVED HAVING ARRIVED THE SAID BOARD PROCEEDS TO OPEN BIDS FILLED IN
THE PRESENTS OF THE BIDDERS AND THE GENERAL PUBLIC. AND THE BOARD FINDS
THAT EACH OF THE SAID BIDS ARE ACCOMPANIED BY A GOOD AND SUFFICIENT BOND
AS REQUIRED BY LAW.

AND THE BOARD FURTHER FINDS THAT THE BID OF WM B BURFORD IS THE
LOWEST AND BEST BID ON STATIONERY CLASSES 1 AND 3 WHICH BIDS ARE IN WORDS
AND FIGURES AS FOLLOWS TO-WIT. H. I.

IT IS THEREFORE ORDERED THAT THE BID OF WM B BURFORD ON STATIONERY
CLASSES 1 AND 3 BE AND THE SAME ARE HEREBY ACCEPTED AND NOW THE BOARD
ENTERS INTO A CONTRACT WITH THE SAID WM B BURFORD AND APPROVES THE BOND
FILED WITH SAID BID WHICH CONTRACT AND BOND ARE IN WORDS AND FIGURES AS
FOLLOWS TO-WIT H. I.

DECEMBER SPECIAL TERM 1918.

AND THE BOARD FURTHER FINDS THAT THE BID OF JULIAN D HOGATE FOR STATIONERY CLASSES 2 AND 4 IS THE LOWEST AND BEST BID AND SHOULD BE ACCEPTED. IT IS THEREFORE ORDERED BY THE BOARD THAT THE BID OF JULIAN D HOGATE BE AND THE SAME IS HEREBY ACCEPTED AND HIS BOND APPROVED AND NOW THE BOARD ENTERS INTO CONTRACT WITH THE SAID JULIAN D HOGATE WHICH CONTRACT AND BOND ARE IN WORDS AND FIGURES AS FOLLOWS TO-WIT H. I.

AND NOW IN THE MATTER OF THE SUPPLIES OF THE COUNTY HOME THE BOARD FINDS THAT THE BID JOE HESS FOR CLOTHING AND DRY GOODS AND THAT OF THE THOMPSON DRUG CO. FOR DRUGS AND W T PIERSON FOR GROCERIES ARE THE LOWEST AND BEST BIDS AND THE SAME ARE HEREBY ACCEPTED AND THE ACCOMPANYING BONDS ARE APPROVED AND ACCEPTED.

AND NOW THE BOARD ENTERS INTO CONTRACT WITH THE ABOVE NAMED PERSONS AND AND THE ABOVE NAMED BONDS AND CONTRACTS ARE IN WORDS AND FIGURES AS FOLLOWS TO-WIT H I.

ORDERED THAT THE BOARD DO NOW ADJOURN.

BOARD OF COMMISSIONERS

HENDRICKS COUNTY INDIANA.

Jos A Shelton
J. H. Bricke et
le B Phillips

JANUARY TERM 1919.

MONDAY JANUARY 6 1919.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA ARE MET IN REGULAR SESSION IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF DANVILLE IT BEING THE FIRST MONDAY IN SAID MONTH.

- PRESENT JOHN G. SHELTON JOHN D BRICKERT AND C B PHILLIPS ALL MEMBERS OF SAID BOARD.

THE FOLLOWING PROCEEDINGS WERE THEN HAD TO-WIT.

ON MOTION JOHN D BRICKERT WAS ELECTED PRESIDENT OF THE BOARD FOR THE ENSUING YEAR.

SEE CLAIM AND ALLOWENCE RECORD FOR CLAIMS ALLOWED.

SEE ROAD RECORD NUMBER 9.

IN THE MATTER OF THE APPOINTMENT

OF COUNTY ATTORNEY FOR THE YEAR 1919.

CONTRACT.

THIS AGREEMENT MADE AND ENTERED INTO THIS 6TH DAY OF JANUARY 1919 BY AND BETWEEN THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY AND CHAS V SEARS WITNESSETH.

THAT SAID BOARD HAS THIS DAY EMPLOYED THE SAID SEARS AS COUNTY ATTORNEY FOR A PERIOD OF ONE YEAR ENDING DEC 31 1919 FOR THE SUM OF 500.00 PER ANNUM PAYABLE QUARTERLY OF INSTALLMENTS OF 125.00 EACH.

SAID SEARS HEREBY ACCEPTED SAID APPOINTMENTS AND AGREES TO GIVE ALL REQUISITE ADVICE WHICH MAY BE CALLED FOR OR REQUIRED BY SAID BOARD AND ALSO BY THE COUNTY COUNCIL AND OTHER COUNTY OFFICIALS OF SAID COUNTY INCLUDING THE SUPT. AND MATRON OF THE COUNTY HOME IN THE PROPER DISCHARGE OF THE DUTIES REQUIRED OF THEM BY LAW.

SAID SEARS ALSO AGREES TO PREPARE ALL CONTRACTS ENTERED INTO BY SAID BOARD OR ANY OTHER OFFICER OF SAID COUNTY AND TO PREPARE ALL RESOLUTIONS ORDINANCES AND ORDERS FOR THE COUNTY COUNCIL AND TO OTHERWISE ADVISE ANY COUNTY OFFICIAL IN THE PROPER PERFORMANCE OF HIS DUTIES OF OFFICE WHEN CALLED UPON TO DO SO.

IT IS FUTHER AGREED BETWEEN THE PARTIES HERETO THAT IN ALL CASES WHERE THE SAID BOARD OR ANY OFFICER OF SAID COUNTY SHALL BECOME THE PLAINTIFF OR DEFENDENT IN ANY FORM OF LITIGATION INVOLVING A TRIAL OF LAW OR FACT THEN SAID BOARD SHALL PAY TO SAID SEARS SUCH COMPENSATION FOR SUCH DUTIES AS THE PARTIES HERETO SHALL DEEM REASONABLE AND JUST.

IT IS FUTHER AGREED THAT IN ALL MATTERS COMING BEFORE SAID BOARD OR ANY OFFICER OF SAID COUNTY THAT THE SAID BOARD MAY WHEN THE SAME SHALL BE DEEMED NECESSARY RETAIN ADDITIONAL COUNSEL.

JANUARY TERM 1919.

IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO SET THEIR NAMES AND SEALS
THIS 6TH DAY OF JANUARY 1919.

J. D. Binkert
Geo. G. Shellen
L. B. Phillips

BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY INDIANA 1919.

IN THE MATTER OF THE APPROVAL
OF SURVEYORS BOND.

COMES NOW J P JOHNSON DULY ELECTED COUNTY SURVEYOR OF HENDRICKS COUNTY
AND FILES HERewith HIS BOND WHICH BOND IS FOUND TO BE GOOD AND SUFFICIENT AND THE
BOARD ACCEPTS SAME AND ENDORSES ITS APPROVAL THEREON.

IN THE MATTER OF THE ANNUAL REPORT
OF COUNTY SUPERINTENDENT OF HIGHWAYS.

COMES NOW WILSON J LOY COUNTY SUPT. OF HIGHWAYS AND FILES WITH THE BOARD THE ANNUAL
REPORT OF HIS OFFICE H. I. WHICH REPORT IS IN ALL THINGS APPROVED AND THE BOARD ENDORSES
IT WITH THEIR SIGNATURES THEREON THIS 6TH DAY OF JANUARY 1919.

IN THE MATTER OF THE APPOINTMENT
OF DITCH COMMISSIONER FOR THE YEAR 1919.

AND NOW THE BOARD TAKES UP THE MATTER OF THE APPOINTMENT OF A DITCH
COMMISSIONER FOR THE YEAR ENDING DECEMBER 31 1919 AND AFTER DUE CONSIDERATION
THEY APPOINT WILLIAM A BERRY FOR THE ENSUING TERM.

IN THE MATTER OF NOTICE OF SALE OF LANDS
AND LOTS RETURNED AND EXAMINED DELQUENT.

WHEREAS IN THE OPINION OF THE BOARD OF COUNTY COMMISSIONERS IN ACCORDANCE WITH
THE LAW OF THE STATE OF INDIANA FOR THE COLLECTION OF DELINQUENT TAXES IT IS DEEMED AN
INDESPENSIBLE PUBLIC NECESSITY THAT A COPY OF THE LIST OF LANDS AND LOTS RETURNED
AND REMAINING DELINQUENT FOR TAXES BE POSTED AT THE COURT HOUSE DOOR AND ONE COPY IN
EACH TOWNSHIP OF THE COUNTY.

WHEREFORE IT IS ORDERED BY THE SAID BOARD OF COMMISSIONERS THAT C M HAVENS AUDITOR OF
SAID COUNTY BE AND HE IS HEREBY EMPLOYED AS INSTRUCTED BY LAW TO POST A COPY OF SAID
LIST OF LAND AND LOTS RETURNED AND REMAINING DELINQUENT FOR TAXES IN EACH CIVIL TOWN-
SHIP IN SAID COUNTY FOR WHICH SERVICE THE SAID BOARD WILL MAKE SAID AUDITOR THE JUST
AND REASONABLE ALLOWANCE OF 25.00.

JANUARY TERM 1919.

JOHN D BRICKERT

JOHN G SHELTON

C B PHILLIPS

BOARD OF HENDRICKS COUNTY COMMISSIONERS.

I HEREBY ACCEPTED THE ABOVE MENTIONED EMPLOYMENT.

C M HAVENS AUDITOR HENDRICKS COUNTY.

IN THE MATTER OF THE CLEANING
OF THE PUBLIC SQUARE.

IT IS HEREIN AGREED BY AND BETWEEN THE BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY STATE OF INDIANA AND THE BOARD OF TRUSTEES OF THE TOWN
OF DANVILLE INDIANA THAT THE CONTRACT HERETOFORE ENTERED INTO ON THE
DAY OF L9L8 BY THE SAID PARTIES RELATIVE TO THE CLEANING OF THE
STREETS LOCATED AROUND THE AND ADJACENT TO THE COURT HOUSE SQUARE IN THE
TOWN OF DANVILLE BE AND THE SAME IS HEREBY IN ALL RESPECTS RENEWED AND
CONTINUED BY THE PARTIES HEREIN NAMED FOR AND DURING THE YEAR OF 1919.

JOHN D BRICKERT

JOHN G SHELTON

C B PHILLIPS

BOARD OF COMMISSIONERS OF HENDRICKS COUNTY.

SIMON HADLEY

W T PIERSON

S L MCCURDY

C C ALLRED

WILLIAM NICHOLS

COMES NOW THE AUDITOR AND TREASUER AND PRESENTS TO THE BOARD THEIR
WRITTEN REPORTS AND RECEIPTS AND EXPENDITURES FOR THE YEAR ENDING DEC 31
1918 WHICH SAID REPORTS ARE DULY EXAMINED AND APPROVED BY THE BOARD ON THIS
6TH DAY OF JANUARY 1919.

SAID REPORTS ARE IN WORDS AND FIGURES AS FOLLOWS TO-WIT
SEE AUDITORS AND TREASUERS MONTHLY BALANCE RECORDS FOR COPIES OF REPORT.

JANUARY TERM 1919

IN THE MATTER OF ASSESSORS BOOKS
FOR THE YEAR 1919.

WHEREAS IN THE OPINION OF THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA TO BETTER ENABLE THE TOWNSHIP ASSESSORS TO SECURE ALL THE TAXABLE PROPERTY IN THE COUNTY IT IS DEEMED AN INDESPENSIBLE PUBLIC NECESSITY THAT SAID ASSESSORS BE FURNISHED BOOKS CONTAINING DESCRIPTIONS OF REAL ESTATE IN SAID COUNTY TOGETHER WITH THE NAMES OF PERSONS PAYING TAXES ON PERSONAL PROPERTY ONLY.

WHEREAS IT IS ORDERED BY THE SAID BOARD OF COMMISSIONERS THAT C M HAVENS AUDITOR OF SAID COUNTY BE AND HE IS HEREBY INSTRUCTED AND EMPLOYED TO MAKE A BOOK OF EACH CIVIL TOWNSHIP AND CORPORATION IN SAID COUNTY CONTAINING DESCRIPTIONS OF REAL ESTATE IN SAID SEVERAL TOWNSHIPS AND CORPORATIONS TOGETHER WITH ALL THE NAMES OF ALL PERSONS PAYING TAXES ON PERSONAL PROPERTY ONLY AS THE SAME APPEARS ON THE TAX DUPLICATE FOR THE LAST PRECEEDING YERA FOR WHICH SERVICES THE BOARD WILL PAY THE SAID AUDITOR THE JUST AND REASONABLE SUM 200.00

JOHN D BRICKERT

C B PHILLIPS

JOHN G SHELTON

BOARD OF HENDRICKS COUNTY COMMISSIONERS.

C M HAVENS AUDITOR.

IN THE MATTER OF THE APPOINTMENT OF
PHYSICIAN FOR THE COUNTY FOR THE YEAR 1919.

AND THE BOARD NOW TAKES UP THE MATTER OF THE APPOINTMENT OF THE COUNTY HOME PHYSICIAN FOR THE YEAR ENDING DECEMBER 31 1919 AND UNANIMOUSLY APPOINTS W T LAWSON OF DANVILLE INDIANA FOR THE ENSUING TERM.

ORDERED THAT THE BOARD DO NOW ADJOURN UNTIL SATURDAY JANUARY 11 1919.

JANUARY TERM 1919.

SATURDAY JANUARY 11TH 1919.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY ARE MET PURSUANT TO ADJOURNMENT IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF DANVILLE IT BEING THE SECOND DAY OF SESSION OF SAID BOARD.

PRESENT JOHN D BRICKERT JOHN G SHELTON AND C B PHILLIPS ALL MEMBERS OF SAID BOARD.

THE FOLLOWING PROCEEDINGS WERE THEN HAD TO-WIT.

IN THE MATTER OF THE INSPECTION OF
THE COUNTY POOR FARM.

AFTER A COMPLETE INSPECTION OF THE COUNTY HOME THE BOARD FINDS THAT ALL THINGS ARE IN ORDER AND GOOD SHAPE.

Ordered that the Board do now Adjourn

Board of Commissioners

Hendricks County, Indiana.

Attest: CM. Havens

Auditor.

pro G. Shelton
J. W. Brickert
C. B. Phillips

February Term, 1919

Monday February 3rd, 1919.

The Board of Commissioners of Hendricks County, are met in regular session, in the room of the Commissioners in the town of Danville, Indiana, it being the first monday in said month.

Present: John D Brickert, John G Shelton and C B Phillips all members of said Board.

The following proceedings were then had to-wit:-

See Claim and Allowance record for claims allowed.

See Road Record Number (9) Nine.

In the Matter of Making
New Transfer books.

Whereas in the opinion of the Board of Commissioners of Hendricks County, Indiana, to better enable the Auditor to have listed in the several Townships and Corporations the names and descriptions of all lands situate in the above named County that from these records he may make each year a set of tax duplicates.

Whereas it is ordered by the said Board of Commissioners that C. M. Havens, Auditor, of said County be and he is hereby instructed and employed to make a book of each civil township and corporation in said County containing the names and descriptions of all real estate in said several townships and corporations together with the names of all the owners of said real estate in said County, as the names appear on the transfer records on the first day of March 1919, for which services the Board agrees to pay the said Auditor the just and reasonable sum of \$200.00.

Attest; C.M.Havens
Auditor Hendricks Co. Ind.

J. D. Brickert

C. B. Phillips

John G. Shelton

Board of Hendricks County Commissioners.

In the Matter of the Appointment
of a Justice of the Peace for
Lincoln Township.

In the matter of the appointment of Joseph M. Telle, a Justice of the Peace, in and for Lincoln Township, Hendricks County, Indiana, comes now the Board of Trustees of the Town of Brownsburg, Lincoln Township, Hendricks County, Indiana, and file their petition asking for the appointment of Joseph M. Telle, as a Justice of the Peace, resident in said Town, which said petition in words and figures is as

February Term, 1919.

follows, to-wit:- (H.I.)

And said Board finds that there is no Justice of the Peace in said Town of Brownsburg, Indiana, that said Joseph M. Telle is a resident of said Town, and that said petition should be granted.

The Board therefore hereby appoints Joseph M. Telle, a Justice of the Peace in and for said Town of Brownsburg and Lincoln Township, Hendricks County, Indiana, to serve until his successor is elected and qualified.

C. M. Havens

Auditor Hendricks County.

Ordered that the Board do now Adjourn

Board of Commissioners

Hendricks County, Indiana.

Attest: C.M. Havens
Auditor.

J. W. & Shells
J. D. Biskert
W. B. Phillips

March Term, 1919.

Monday March 3rd, 1919.

The Board of Commissioners of Hendricks County, are met in regular session in the room of the Commissioners in the Town of Danville, Indiana, it being the first Monday in said Month.

Present: John D. Brickert, John G. Shelton and C. B. Phillips all members of said Board.

The following proceedings were then had to-wit:-

See Claim and Allowance record for claims allowed.

See Road Record Number (9) Nine.

In the Matter of Additional
Aid for Guilford Township Poor.

Comes now A. P. Barlow, Trustee of Guilford Township in Hendricks County Indiana, and files in Duplicate as provided by Act 1899 Page 121 from which statement it appears that Mrs. Plaff and Mrs Brewer are poor people and are in need of relief, that within the past year they have received relief from said Township to the extent of \$15.00.

And the Board being fully advised in the premises now authorizes the said Trustee to extend to the above two named persons further relief to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true, and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana in the above entitled cause.

Witness my hand and seal this 3rd day of March 1919.

(SEAL)

C. M. Havens
Auditor Hendricks County.

In the Matter of Additional
Aid for Middle township Poor.

Comes now Ira O. Dale, Trustee of Middle township in Hendricks County Indiana, and files in Duplicate as provided by Act 1899 Page 121 from which statement it appears that David Miller and (4) Four Grandchildren are poor people and are in need of relief, that within the past year they have received relief from the said Township to the extent of \$15.00.

And the Board being fully advised in the premises now authorizes the said Trustee to extend to the above named persons further relief to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true, and complete copy of the order made by the Board of Commissioners of Hendricks County, Indiana in the above entitled cause.

March Term, 1919.

Witness my hand and seal this 3rd day of March 1919.

(Seal)

C. M. Havens

Auditor Hendricks County.

In the Matter of Construction
of Bridges.

Comes now J. P. Johnson, Surveyor of Hendricks County, Indiana,
and presents to the Board of Commissioners, profiles, plans, and specific-
cations for the construction of each of the following bridges in said
Hendricks County, to-wit:

Staley Arch	Guilford Township
Hodson Arch	Clay Township
Cummings Arch	Lincoln Township
Kiser Bridge	Franklin Township
Ceeper Bridge	Franklin Township
Mud Creek Arch	Franklin Township
Shields Bridge	Franklin Township
Busby Bridge	Liberty Township
Davis Arch	Center & Union Townships
Mack Smith Bridge	Washington Township
Hornaday Bridge	Washington Township
Friendswood Bridge	Guilford Township

And the Board having examined said profiles, plans and specifications,
and being fully advised and informed in the premises hereby approves and
adopts said profiles, plans and specifications, and the same are now
hereby ordered filed and deposited in the office of the Auditor of said
County, and the Auditor of said County is hereby directed to give the
proper notice for receiving sealed bids for the construction of said
bridges in accordance therewith.

In Re-Petition of Sarah A.

Higgins, for Auditors Deed,

for East $\frac{1}{2}$ Lot 4, Block 31, in
Danville, Indiana.

Comes now Sarah A. Higgins, and respectfully shows to your
Honorable Body, that she is the owner in fee simple, and in possession
of the following described Real Estate situated in Hendricks County, and
State of Indiana, to-wit:-

The East half ($\frac{1}{2}$) of Lot Four (4) in Block No. Thirty-one (31)
in the Original town of Danville.

March Term 1919.

Your petitioner would further show that on the 22nd, day of September 1825, James Downard the owner, by deed of conveyance transferred to Thomas Henton, Agent for Hendricks County, the North half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) of the North East Quarter ($\frac{1}{4}$) of Section Nine (9) Township Fifteen (15), North Range One (1) West, the same to be platted into Lots, forming part of the Original Town of Danville.

That said land was platted into town lots and said Lot No. 4, in Block No. 31, is a part thereof, and that as such County Agent said Henton sold said Lot, 4, to one Israel Hunt, and that the deed from said Henton as County Agent does not appear of record, and that by reason thereof a cloud is cast upon your petitioners title to said described half lot.

Your petitioner would further show that on the 10th, day of September 1832, said Hunt conveyed said lot to one Alexander McVay, and that by divers mesne conveyances said lot was deeded to your petitioner, that the various owners thereof have been in the open, exclusive and sole possession of said lot under claim of ownership since 1825, and have made lasting and valuable improvements thereon, and paid all taxes and assessments against the same. Said petitioner would further show that the Auditor of Hendricks County, now performs the duties of County Agent.

Wherefore your petitioner asks that your Honorable Body, by proper order entered of record, authorize, empower and direct Charles M. Havens, Auditor of Hendricks County, to execute and deliver to the petitioner, a deed of release and quit claim, for all interest of Hendricks County, Indiana, in and to said East half ($\frac{1}{2}$) of Lot Number Four (4) in Block Number Thirty-one (31) in the Original Town of Danville, Indiana, in order to clear her title to said half lot.

Sarah A. Higgins

By Thad S. Admas.
Attorney.

And the Board having examined the foregoing petition, and being fully advised in the premises, now finds that the matters set forth in said petition are true, and that the prayer thereof ought to be granted. Wherefore it is now, hereby ordered, adjudged and decreed by the Board of Commissioners of Hendricks County, Indiana, that the prayer of said petition be, and the same is hereby granted, and the said Charles M. Haven, Auditor of Hendricks County, Indiana, is now hereby authorized, empowered and directed to execute and deliver to the said Sarah A. Higgins, a deed of release and quit claim of all the interest of Hendricks County, in and to said half lot described above.

And now comes Charles M. Havens, Auditor of Hendricks County, Indiana, and shows to the Board his deed as such Auditor to the said Sarah A. Higgins, for said described real estate, which deed is now accepted and approved by the President of the Board of Commissioners. And said Auditor is now directed to deliver said deed to the said Sarah A. Higgins,

All of which is now ordered, adjudged and decreed by the Board.

March Term 1919.

Ordered that the Board do now Adjourn

Attest: C.M. Havens
Auditer.

Board of Commissioners

Hendricks County, Indiana.

J. D. B. Smith
C. B. Phillips

April Term, 1919.

Monday April 7th. 1919.

The Board of Commissioners of Hendricks County, are met in regular session, in the room of the Commissioners in the town of Danville, Indiana, it being the first Monday in said Month.

Present: John D. Brickert, John G. Shelton and C. B. Phillips all members of said Board.

The following proceedings were then had to-wit:-

See Claim and Allowance Record for Claims allowed.

See Read Record Number (9) Nine.

In the Matter of Supplies
for County Home.

Comes now the Board and after an examination of proofs and notices as required by law, in the examination of the bids on file for the supplying of dry-goods, groceries and drugs, to the Poor Farm for the Term ending June 30th, 1919.

The Board finds that the bid of the Swartz Dept. Store for dry-goods, Edward Bros. for groceries, and the Thompson Drug Co., for drugs, are the lowest and best bids and should be accepted.

It is therefore ordered by the Board that said bids be and the same are accepted.

And now the said successful bidders file their respective bonds and the approval thereof, which bonds are in words and figures to-wit as follows; $\frac{1}{4}$ (H.I.)

And the said Board enters into contract with each of said bidders which contracts are in words and figures as follows, to-wit:- (H.I.)

In the Matter of the Appointment
of Constables acct for
Brownsburg Detective Co.

Comes now the Brownsburg detective Co., and files their Petition asking that William Haag, be appointed constable for and on account of said Company.

And the Board being fully advised in the premises finds that the appointment of said person should be approved.

It is therefore ordered that said appointment be and the same is hereby approved and the Auditor is hereby ordered to issue his certificate of appointment to the said William Haag.

And said Company pays to said Auditor the fees thereof in the sum of Three (\$3) Dollars.

April Term 1919.

In the Matter of Additional
Aid for Liberty Township Poor.

Comes now Finley Franklin, Trustee of Liberty Township in
Hendricks County, Indiana, and files in Duplicate as provided by Act 1899
Page 121 from which statement it appears that Effie Crew and Sarah Helt
are poor people and are in need of relief, that within the past year
they have received relief from said Township to the extent of \$15.00.

And the Board being fully advised in the premises now authorizes
the said Trustee to extend to the above two named persons further relief
to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true
and complete copy of the Order made by the Board of Commissioners of
Hendricks County, Indiana, in the above entitled cause.

Witness my hand and seal this 7th day of April 1919.

SEAL

C. M. Havens
Auditor Hendricks County.

In the Matter of Additional
Aid for Guilford Township Poor.

Comes now A. P. Barlow, Trustee of Guilford Township in
Hendricks County, Indiana, and files in Duplicate as provided by Act 1899
Page 121 from which statement it appears that Mrs Plaff, Mrs Brewer, and Mrs
Lisby are poor people and are in need of relief, that within the past
year they have received relief from the said Township to the extent of \$15.

And the Board being fully advised in the premises now
authorizes the said Trustee to extend to the above named persons further
relief to the extent of \$15.00.

I do hereby certify that the above and foregoing is a full, true
and complete copy of the Order made by the Board of Commissioners of
Hendricks County, Indiana, in the above entitled cause.

Witness my hand and seal this 7th day of April 1919.

SEAL.

C. M. Havens
Auditor Hendricks County.

In the Matter of the Letting
of Contracts for Bridges.

Comes now the Auditor and presents to the Board that the Affidavits
of Alvin Hall and Julian D. Hogate, Editors and Publishers of the Danville
Gazette and the Hendricks County Republican, respectively, which affidavits
are in words and figures as follows, to-wit:- (H.I.)

From which affidavit it appears to the Board that due notice

April Term 1919.

of the time and place of receiving bids was duly given by publication in said papers for two weeks successively, the first of which publication was on the 20th day of March 1919, and the last on the 27th day of March, 1919.

And the hour of 10:15 o'clock A.M. on the 7th day of April 1919, having arrived, up to which time it was provided in said notice that bids would be received, the Board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds on file as follows:-

Bid of Rebt. H. King:

Stanley Arch	\$13875.00
Ceeper Bridge	1792.00
Davis Arch	1197.00

Bid of Otis Kirtley:

Friendswood Bridge	1479.00
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Bid of The National Concrete Co., By- E.H.Lee, Pres.

On the Luten Plans.

Stanley Bridge	\$11987.00
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If awarded the three (3) following bridges will build each bridge for the sum of

Stanley Stanley Bridge	13900.00
Hedson Bridge	3180.00
Cummings Bridge	1770.00
Total	\$18850.00

Bid of D. H. Fatout:

Cummings Arch	\$1795.00
Kiser Bridge	500.00
Ceeper Bridge	1785.00
Shields Bridge	1200.00
Busby Bridge	800.00
Davis Arch	1185.00
Mack Smith Bridge	790.00
Hernaday Bridge	790.00

All or none of above named bridges to be awarded to me.

Bid of O. J. Larkin:

Kiser Bridge	500.00
Ceeper Bridge	1799.00
Shields Bridge	1200.00

Page 145 & 146 cut out on account of wrong entry. For continuation of April Term see page 147.

April Term 1919.

of the time and place of receiving bids was duly given by publication in said papers for two weeks successively, the first of which publication was on the 20th day of March 1919, and the last on the 27th day of March, 1919.

And the hour of 10:15 o'clock A.M. on the 7th day of April 1919, having arrived, up to which time it was provided in said notice that bids would be received, the Board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds on file as follows:-

Bid of Rebt. H. King:

Stanley Arch	\$13875.00
Cooper Bridge	1792.00
Davis Arch	1197.00

Bid of Otis Kirtley:

Friendswood Bridge	1479.00
--------------------	---------

Bid of The National Concrete Co, By- E.H.Lee, Pres.

On the Luten Plans.

Stanley Bridge	\$11987.00
----------------	------------

"or"

If awarded the three (3) following bridges will build each bridge for the sum of

Stanley Stanley Bridge	13900.00
Hedson Bridge	3180.00
Cummings Bridge	1770.00
Total	\$18850.00

Bid of D. H. Patout:

Cummings Arch	\$1795.00
Kiser Bridge	500.00
Cooper Bridge	1785.00
Shields Bridge	1200.00
Busby Bridge	800.00
Davis Arch	1185.00
Mack Smith Bridge	790.00
Hernaday Bridge	790.00

All or none of above named bridges to be awarded to me.

Bid of O. J. Larkin:

Kiser Bridge	500.00
Cooper Bridge	1799.00
Shields Bridge	1200.00

April Term, 1919.

The Board finds that all bids are accompanied by a good and sufficient Bond, as required by law.

And now the Board after due examination of said bids, finds that Rebt. H. King's bid for the construction of the Stanley Arch, is the lowest and best bid, and should be accepted.

It is therefore ordered by the Board, that the bid of said Rebt. H. King in the sum of \$13875.00- Stanley Arch, be and the same is hereby accepted. And now the Board approves the bond of Rebt. H. King, and enters into a contract with the said Rebt. H. King, which bond, approval, and contract are in words and figures as follows, to-wit:

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Rebt. H. King of Hendricks County, Indiana, and the United States Fidelity & Guaranty Company of Baltimore, Md., Surety, are firmly bound unto the State of Indiana in the penal sum of Thirteen Thousand Eight Hundred Seventy Five and no/100 Dollars. for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 7th day of April 1919.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of certain bridges and arches in Hendricks County, Indiana, as specified and designated in the notice of letting for the 7th day of April, 1919, And whereas the above named Robert H. King has filed a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said Robert H. King shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

SEAL.

Robert H. King

United States fidelity and Guaranty company,

By- John E. Messich
Atty-in-fact.

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, a Notary public in and for said County

April Term, 1919.

personally appeared Robert H. King and the United States Fidelity & Guaranty Company by John E. Messick, attorney-in-fact, for said company and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

WITNESS, my hand and notarial seal, this 7th day of April A.D. 1919.

(SEAL)

John T. Hume
Notary Public

My commission expires May 5, 1919.

Accepted and approved April 7th 1919.

CONTRACT.

FOR THE CONSTRUCTION OF THE Stanley Arch.

This agreement made and entered into by and between Robert King of Danville, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

WITNESSETH:

That on the 7th day of April A.D. 1919, the said Board of Commissioners received bids for the construction of the Stanley Arch the same being located in Hendricks County and the said Robert King being declared to be the lowest and best responsible bidder, the contract was awarded to the said Robert King for the amount of his bid, viz: \$13875.00 and the said party of the first part now covenants and agrees to build and construct said Bridge all respects in accordance with and conformable to the specifications, reports, plans and profile, now on file in the office of the Auditor of said County which said reports, specifications, and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of September, A.D. 1919, and in the event said improvement shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of September, A.D. 1919, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks county of the use of said road and after said 1st day of September A.D. 1919, the sum of twenty-five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part,

April Term 1919.

and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material, and sub-contractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County and shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate: 20% of the said contract price shall be retained by the said county until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 7th day of Apr. A.D. 1919.

Robert H. King.
Party of the First Part.

J. D. Brickert
C. B. Phillips
Jno. G. Shelton

Board of Commissioners of Hendricks County.
Attest: C.M. Havens, Auditor of Hendricks County.

April Term 1919.

And now the Board after due examination of said bids, finds that D.H. Fatout's bid for the construction of the Cummings Arch, Kiser Bridge, Cooper Bridge, Shields Bridge, Busby Bridge, Davis Arch, Mack Smith Bridge, Hornaday Bridge, are the lowest and best bids, and should be accepted.

It is therefore ordered by the Board, that the bid of said D.H. Fatout in the sum of \$1795.00-Cummings Arch: \$500.00-Kiser Bridge: \$1785.00-Cooper Bridge: \$1200.00-Shields Bridge: \$800.00-Busby Bridge: \$1185.00-Davis Arch: \$790.00-Mack Smith Bridge: \$790.00-Hornaday Bridge, be and the same is hereby accepted. And now the Board approves the bond of D.H. Fatout, and enters into a contract with the said D.H. Fatout, which bond, approval, and contract are in words and figures as follows, to-wit:

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned D.H. Fatout of Marion County, Indiana, and the United States Fidelity & Guaranty Company of Baltimore, Md., Surety, are firmly bound unto the State of Indiana in the penal sum of Nine Thousand and no/100 (\$9000.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 5th day of April, 1919.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of certain bridges and arches in Hendricks County, Indiana, as specified and designated in the notice of letting for April 7th, 1919.

And whereas the above named D.H. Fatout has filed a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said D.H. Fatout shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

D.H. Fatout SEAL.

United States Fidelity and Guaranty company
By- John E. Messick
Atty-in-Fact.

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, a Notary Public in and for said County personally appeared D.H. Fatout and the United States Fidelity & Guaranty company by John E. Messick, Attorney-in-fact, for said company, and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

WITNESS, my hand and notarial seal, this 5th day of April A.D., 1919.

John T. Hume
Notary Public.

My Commission expires May 5, 1919.
Accepted and approved, April 7th, 1919.

April Term, 1919

CONTRACT.

FOR THE CONSTRUCTION OF THE Cummings Arch, \$1795.00; Kiser Bridge, \$500.00; Cooper Bridge, \$1785.00; Shields Bridge \$1200.00; Busby Bridge, \$800.00; Davis Arch, \$1185.00; Mack Smith Bridge, \$790.00; Hornaday Bridge, \$790.00;.

This agreement made and entered into by and between D.H. Fateut of Indianapolis, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

WITNESSETH:

That on the 7th day of April A.D. 1919, the said Board of Commissioners received bids for the construction of the above named bridges, the same being located in Hendricks County and the said D.H. Fateut being declared to be the lowest and best responsible bidder, the contract was awarded to the said D.H. Fateut for the amount of his bid, viz: \$8845.00, and said party of the first part now covenants and agrees to build and construct said Bridge in all respects in accordance with and conformable to the specifications, reports, plans, and profile, now on file in the office of the Auditor of said County which said reports, specifications, and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of Sept. /A.D. 1919, and in the event said improvement shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of Sept. A.D. 1919, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks County of the use of said road from and after said 1st day of Sept. A.D. 1919, the sum of twenty-five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said pat

April Term 1919

party of the second part, and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material, and subcontractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County and shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and in WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 7th day of Apr., A.D. 1919.

D. H. Fatout.
Party of the First Part.

J. D. Brickert
C. B. Phillips
Jno. G. Shelton

Board of Commissioners of Hendricks County.

Attest: C.M. Havens, Auditor of Hendricks County.

And now the Board after due examination of said bids, finds that Otis Kirtley's bid for the construction of the Friendswood Bridge, is the lowest and best bid, and should be accepted.

April Term 1919.

It is therefore ordered by the Board, that the bid of said Otis Kirtley in the sum of \$1479.00-Friendswood Bridge, be and the same is hereby accepted. And now the Board approves the Bond of Otis Kirtley and enters into a contract with the said Otis Kirtley, which bond, approval, and contract are in words and figures as follows, to-wit:

CONTRACT.

FOR THE CONSTRUCTION OF THE Friendswood Bridge.

This agreement made and entered into by and between Otis Kirtley of Plainfield, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

WITNESS:

That on the 7th day of April, A.D. 1919, the said Board of Commissioners received bids for the construction of the Friendswood Bridge the same being located in Hendricks County and the said Otis Kirtley being declared to be the lowest and best responsible bidder, the contract was awarded to the said Otis Kirtley for the amount of his bid, viz: \$1479.00 and the said party of the first part now covenants and agrees to build and construct said Bridge in all respects in accordance with and conformable to the specifications, reports, plans and profile, now on file in the office of the Auditor of said County which said specifications, and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and cannot sell or assign this contract or sub-let the work to any person or persons, except by the consent of the said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of August, A.D. 1919, and in the event said improvement shall not be completed finished and ready for acceptance by the party of the second part on or before said 1st day of August, A.D. 1919 then the said party of the first part agrees and promises to pay to the said party of the second part liquidated damages for the non-completion of said work and for the deprivation on the part of the public of said Hendricks County of the use of said road from and after said 1st day of August A.D. 1919, the sum of twenty-five

April Term 1919.

dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided, that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, material, and sub-contractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County and shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the Act of the General Assembly of the State of Indiana authorizing said improvement.

To all of the covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 7th day of April A.D. 1919.

Otis Kirtley
Party of the First Part.
J.D. Brickert
C.B. Phillips
Jno. G. Shelton

Board of Commissioners of Hendricks County.

Attest: C.M. Havens Auditor of Hendricks County.

April Term, 1919.

BOND.

Know all men by these Presents, that we, the undersigned
Otis Kirtley, E. E. Watson, W. A. Hanna, Sanders Smith and Harry
E. Sanders of Hendricks County are firmly bound unto the State of
Indiana in the penal sum of Fourteen hundred and seventy Nine
dollars for the payment of which, well and truly to be made, we
bind ourselves jointly and severally, and our joint and several
heirs executors, administrators and assigns, firmly by these
presents, this 7th day of April, 1919.

The conditions of the above obligations are such, that whereas,
the Board of Commissioners of Hendricks County, Indiana, are about
to let a contract for Repair of Friendswood Bridge.

And whereas the above named Otis Kirtley has filed a bid for
said work with the auditor of the County: Now, therefore, if the said
Board of Commissioners shall award Otis Kirtley the contract for said
work and the said Otis Kirtley shall properly enter into a contract
with said Board of Commissioners for said work, and shall well and
faithfully do and perform the same in all respects according to the
plans and specifications adopted by the Board of Commissioners, and
according to the time, terms, and conditions specified in said con-
tract to be entered into and shall promptly pay all debts incurred by
Otis Kirtley in the prosecution of said work, including labor, materials
furnished, and for boarding laborers thereon, then this obligation shall be
void, otherwise to remain in full force, virtue and effect.

W. A. Hanna

Otis Kirtley
(Seal)

Harry E. Sanders (Seal)

Sanders Smith

(Seal)

E. E. Watson (Seal)

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, Auditor in and for said County per-
sonally appeared the above and acknowledged the execution of the fore-
going instrument for the uses and purposes therein mentioned.

WITNESS, my hand and official seal, this 7 day of April A.D. 1919.
Accepted and approved, April 7th 1919.

John D. Brickert

John G. Shelton

C. B. Phillips.
Board of Commissioners of Hendricks County,

Attest C. M. Havens
Auditor Hendricks County.

April Term, 1919.

In the Matter of the Appointment
of Scholarship to Purdue University.

Comes now the Board and appoints to scholarship to Purdue University
for the academic year beginning in September, 1919, and ending June, 1920,
the following persons:

Ruth Jordan and Charled G. Searce of Danville, Indiana.

And said Board also appoints as alternates the following

Raoul Ayers of Danville, Indiana.

In the Matter of the report of
the County Board of Charities and Correction.

Comes now Mrs David Hadley Sect. of said Board and presents to the
Board of Commissioners their certain report in writting setting forth their
approval of the manner and condition of the County Jail and County Poor Farm,
which said report is hereby accepted and approved thereon by the said Commissioners
and the same is ordered filed in the office of the County Auditor.

Ordered that the Board do now adjourn.

J. W. Burkert
Chas. B. Phillipp
Jesse H. Shelton

Tuesday, April 15th., 1919.

STATE OF INDIANA

SS

HENDRICKS COUNTY

The Board of Commissioners of Hendricks County, Indiana, are met in regular session, pursuant to adjournment, in the room of the Commissioners in the town of Danville, Indiana.

Present;- John D. Brickert, John G. Shelton and C. B. Phillips, all members of said Board.

The following proceedings were then had to-wit:-

See Road Record Number 9 Nine.

In the Matter of the Deed to
Gottlieb Lochmuller, by
Charles M. Havens, Auditor and
Ex-officio County Agent.

Now at this time comes Gottlieb Lochmuller by Edgar M. Blessing his attorney and presents and files the following petition.

STATE OF INDIANA

SS

HENDRICKS COUNTY

To the Board of Commissioners of Hendricks County in the State of Indiana:

The undersigned, would respectfully represent and show to the Board of said Commissioners, that he is the owner in fee-simple and in possession of lot five (5) in Block eleven (11) in the original town of Danville which he purchased from the heirs of Lemon M. Christie, who obtained title from Agneline Christie and Henry F. Kurtz and from the heirs of Lawrence Vannice, said Vannice obtained title thereto from Franklin Haynes, he the said Haynes from Aaron Alldridge, the said Alldridge from Levi Varntz and said Varntz from Andrew L. Potts; said Potts from Curtis King; said Curtis King obtained title thereto by warranty deed bearing date of May 25th 1830, recorded in the records of said County and State in Deed Record One page 318 from John Thompson.

Your petitioner would further show that there is no record of a conveyance from Thomas Henton, Agent of the County of Hendricks or

Tuesday April 15th., 1919.

his successors in office, and that said lot was conveyed, together with other lands, to said Henton as such agent, by George Matlock and Sally Matlock his wife under date of September 16th 1825, and said deed recorded in the records of said County and State in deed record 1 page 36 thereof; that by reason of the aforesaid break in the chain of title to said lot a cloud is cast upon plaintiff's title thereto and he asks that said Commissioners order the Auditor of said County and State as ex-officio County Agent to execute a deed of conveyance, quit claiming and releasing to him, the said petitioner herein, Gottlieb Lochmuller, all right, title, claim and interest of said County in and to lot five in Block eleven in the original town of Danville, in said County and State. All of which is respectfully submitted.

Gottlieb Lochmuller

Subscribed and sworn to before me this 7th day of April 1919.

Edgar M. Blessing Seal.
Notary Public.

My Com. Expires
January 15th 1923.

And the Board being fully advised in the premises, and having carefully inquired into the matters set forth in said petition, finds that all the matters set out in said petition are true; that good and sufficient reasons are shown in said petition by said petitioner why said deed should be made and that the prayer of said of said petitioner ought to be granted.

It is therefore considered, ordered and adjudged by the Board of Commissioners aforesaid, that the prayer of said petitioner be, and the same is hereby granted.

And it is further ordered by the Board that the Auditor and Ex-officio Agent of said County and State aforesaid, execute a deed of conveyance, quit claiming and releasing all right, title, claim and interest of said County and State in and to lot five in Block eleven in the original town of Danville to Gottlieb Lochmuller, and which deed is in the words and figures as follows to-wit:

QUIT CLAIM DEED.

Whereas heretofore to-wit: On the 7th day of April in the year 1919, the same being at a regular session of the Board of Commissioners of the County of Hendricks in the State of Indiana, the following proceedings were had before said Board and an order made by said Board as will more fully appear of record in Commissioner's Record No. 22 Page 159 in substance as follows to-wit:

Whereas it has been made to appear to the satisfaction of the Board of Commissioners of said County and State and to the Auditor of said County as Ex-officio County Agent, that Gottlieb Lochmuller is the owner in fee-simple and in possession of lot five in Block eleven in the original town of Danville in the County and State aforesaid which he obtained by purchase from the heirs of Lemon M. Christie who obtained his title from Angeline Christie, Henry F. Kurtz and the heirs of Lawrence

Vannica; said Vannice obtaining his title thereto from Franklin Haynes; he the said Haynes, from Aaron Alldridge; said Alldridge from Levi Varntz and said Varntz from Andrew I. Potts and he said Potts from Curtis King; said Curtis King obtained title thereto May 25th 1830 by a warranty deed from John Thompson, which said deed is recorded in the records of said County and State in deed record one page 318.

It is further shown that there is no record of a conveyance from Thomas Henton Agent of the County of Hendricks or his successors in office and that said lot was conveyed, together with other lands, to said Henton as such agent, by George Matlock and Sally Matlock his wife under date of September 16th, 1825, and said deed is duly recorded in the records of said County and State in deed record one page 36 thereof; that by reason of the aforesaid break in the chain of title to said lot a cloud is cast upon plaintiff's title thereto and he asks that said commissioners order the Auditor of said County and State as Ex-officio County Agent, to execute a deed of conveyance quit-claiming and releasing to him, the said petitioner herein, Gottlieb Lochmuller, all right, title, claim and interest of said County in and to lot five in Block eleven in the original town of Danville in said County and State.

And whereas, the Board of Commissioners found that all of the material facts set forth in said petition are true and that good and sufficient reasons are shown by said petition why said deed should be made as prayed for in said petition and that the prayer of said petitioner ought to be granted. It was ordered and adjudged by the Board of Commissioners of said County that the Auditor of said County and State aforesaid, as Ex-officio County Agent, execute a deed of conveyance quit claiming and releasing all right, title, claim and interest of said County in and to said lot five in Block eleven in the original town of Danville, Indiana, to said Gottlieb Lochmuller.

Now therefore in order to fully carry out the order of said Board of County Commissioners, Charles M. Havens, Auditor of said County and Ex-officio Agent of the same, by virtue of said order and by the power and authority in me vested by law and in consideration of the premises do hereby grant, release, convey and quit claim to said Gottlieb Lochmuller, of Hendricks County in the State of Indiana the real estate described in said order of said Board of Commissioners, to-wit: Lot five (5) in Block eleven (11) in the original town of Danville, County of Hendricks and State of Indiana.

to have and to hold the same together with all the rights, privileges and appurtenances of whatsoever nature thereto belonging unto

the said Gottlieb Lochmuller, his heirs and assigns forever.

In Testimony Whereof I hereunto subscribe my name as Auditor and Ex-officio Agent of said County of Hendricks and attach my seal as well as the seal of said Board of Commissioners, this the 7th day of April, 1919.

Seal Charles M. Havens Seal;
Auditor and Ex-officio Agent of Hendricks County
in the State of Indiana.

State of Indiana.

Hendricks County, SS:

Before me, Ashbel P.W. Bridges, Clerk of the Circuit Court, in and for said County and State on this the 7th day of April, 1919, personally came Charles M. Havens Auditor of Hendricks County, in said State, and as such Auditor and Ex-officio County Agent, acknowledged the execution of the above and foregoing deed.

Witness my hand and seal of said Court the day and year last above written.

A. P. W. Bridges Seal
Clerk of Hendricks Circuit Court,
State of Indiana.

It is further ordered that the petitioner pay all costs taxed and to accrue herein.

All of which is finally ordered, adjudged and decreed by said Board.

In the Matter of the Sale of Land
mortgaged to the State of Indiana
for the Benefit of the Common
School Fund.

Be it remembered that the Auditor of Hendricks County, Indiana, gave notice by publication for three weeks successively in The Danville Gazette and The Republican, weekly newspapers of general circulation in said Hendricks County, printed and published at Danville, Indiana, the first of which publications was on the 27th day of February 1919, and the last on the 13th day of March, 1919, and by posting a notice at the Court House Door in the town of Danville, Indiana, and at three public places in Center Township in said Hendricks County, for three weeks prior to the date of sale, that he would sell at public sale at the court house door in the town of Danville, Indiana, on the Fourth Monday in March, the same being the 24th day of March, 1919, the following described real estate situated in said Hendricks County, to-wit:

The South Half of the Northeast quarter of the Southeast quarter of Section 22, Township 15 North, Range 1 West, estimated to contain 20 acres, more or less, said real estate having been mortgaged to the State of Indiana for the benefit of the Common school Fund on January 22, 1910, and said mortgage recorded in Record No. 5 at Page 130 of The records of School Fund Mortgages.

And be it further remembered that on said 24th day of March, 1919, said Auditor did offer said real estate for sale at public sale at the Court House door in Danville, Indiana, the Treasurer of said county attending said sale, and that one William S.

Lockebill did offer therefor the sum of \$325.00 and that being the highest and best bid received said real estate was then and there by said Auditor openly struck off and sold to said William S. Lockebill then and there paid to said Auditor, and said Auditor executed to said William S. Lockebill his Auditor's Deed for said real estate, which said deed is in words and figures as follows, to-wit: (Here copy deed in full)

That at the time of said sale there was due on said School Fund Mortgage the principal sum of \$400.00 and interest in the sum of \$216.00, a total of \$616.00, and that the costs and expenses of said sale are \$_____

We, Charles M. Havens, Auditor of Hendricks County, Indiana, and Allen J. Wilson, Treasurer of said County, hereby certify that the above and foregoing is a true statement of the sale of land mortgaged to the State of Indiana for the benefit of the Common School Fund, on which payments of interest and principal was due on January 1st, 1919, by said Auditor on the Fourth Monday of March, 1919, the same being the 24th day of March, 1919, at the Court House door in the town of Danville, Indiana.

Charles M. Havens

Auditor Hendricks County.

Allen J. Wilson

Treasurer Hendricks County.

AUDITOR'S DEED

Whereas heretofore, to-wit, on the 22nd day of January, 1910, James M. Barton being then the owner of the following described real estate, to-wit: The South Half of the Northeast quarter of the Southeast quarter of Section 22, Township 15 North, Range 1 West, mortgaged the same to the State of Indiana to secure the payment of \$400.00 of the Common School Fund loaned to said James M. Barton by the Auditor of Hendricks County, Indiana, as provided by law, and

Whereas on the 1st day of January, 1919, there were due on said loan payments of interest, there being a failure to pay the installments of interest due on said loan on January 22, 1911, January 22, 1912, January 22, 1913, January 22, 1914, January 22, 1915, January 22, 1916, January 22, 1917, and January 22, 1918, and all of said installments of interest amounting to a total sum of \$192.00 together with said principal sum of \$400.00 being due and wholly unpaid, and

Whereas, Charles M. Havens, Auditor of Hendricks County, Indiana, gave notice, by publication for three weeks successively in The Danville Gazette and The Republican, weekly newspapers of opposite politics, printed and published in the town of Danville and in

Hendricks County, Indiana, the county in which said land lies, and by posting notices at the court house door and at three public places in Center Township, Hendricks County, Indiana, the township in which said land lies, for three weeks prior to the date of sale, that he would sell said above described real estate at public sale, at the Court House door in the town of Danville, Indiana, on the Fourth Monday in March, 1919, the same being the 24th day of March, 1919, and

Whereas, said Auditor did on said Fourth Monday in March, 1919, offer said real estate for sale at public sale at the Court House door in the town of Danville, Indiana, and one William S. Lookebill did offer therefor the sum of \$325.00 and that being the highest and best bid received said real estate was then and there openly struck off and sold to said William S. Lookebill.

Therefore, This Indenture Witnesseth, That Charles M. Havens, Auditor of Hendricks County, State of Indiana, for and in consideration of the premises and of Three Hundred Twenty-five (\$325.00) Dollars cash in hand, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to William S. Lookebill, his heirs and assigns forever, the tract of land herein mentioned, situate in the County of Hendricks and State of Indiana, and described as follows, to-wit:

The South Half of the Northeast quarter of the Southeast quarter of Section 22, Township 15 North, Range 1 West, estimated to contain 20 acres more or less.

To have and to hold said described tract of land with the appurtenances thereto belonging to the said William S. Lookebill, his heirs and assigns forever, in as full and ample manner as the said auditor of said county is empowered by law to sell the same.

IN TESTIMONY WHEREOF, The said Charles M. Havens, Auditor of the said County of Hendricks has hereunto set his hand and affixed the seal of the Board of County Commissioners, this the 24" day of March, 1919.

Charles M. Havens (Seal)

Auditor Hendricks County.

Attest: Allen J. Wilson

Treasurer Hendricks County.

State of Indiana, Hendricks County, SS:

Before me, A.P.W. Bridges, Clerk of the Hendricks Circuit Court, this day personally came the above named Charles M. Havens, Auditor of said County, and acknowledged that he signed and sealed the foregoing deed for the uses and purposes therein mentioned. In Witness Whereof, I have hereunto set my hand and seal this 24" day of March, 1919.

A.P.W. Bridges (Seal)

Clerk Hendricks Circuit Court.

MAY TERM 1919

MONDAY MAY 5TH 1919.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY ARE
MET IN REGULAR SESSION IN THE ROOM OF THE COMMISSIONERS IN THE TOWN OF
DANVILLE INDIANA IT BEING THE FIRST MONDAY IN SAID MONTH.

PRESENT. JOHN D BRICKERT JOHN G SHELTON AND C B.
PHILLIPS ALL MEMBERS OF SAID BOARD.

THE FOLLOWING PROCEEDINGS WERE THEN HAD TO-WIT.

SEE CLAIM AND ALLOWANCE RECORD NUMBER 2

SEE ROAD RECORD NUMBER 9

IN THE MATTER OF ADDITIONAL AID
FOR CENTER TOWNSHIP POOR.

COMES NOW CHARLES PARKER TRUSTEE OF CENTER TOWNSHIP IN HENDRICKS
COUNTY INDIANA AND FILES IN DUPLICATE AS PROVIDED BY ACT 1899 PAGE 121
FROM WHICH STATEMENT IT APPEARS THAT MRS HARLAN LAWSON IS A POOR PERSON
AND IS IN NEED OF RELIEF THAT IN THE PAST SHE HAS RECEIVED RELIEF
FROM THE SAID TOWNSHIP TO THE EXTENT OF 15.00.

AND THE BOARD BEING FULLY ADVISED IN THE PREMISES NOW AUTHORIZES
SAID TRUSTEE TO EXTEND TO THE ABOVE NAMED PERSON FURTHER RELIEF.

I DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A FULL TRUE
AND COMPLETE COPY OF THE ORDER MADE BY THE BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY INDIANA IN THE ABOVE ENTITLED CAUSE.

WITNESS MY HAND AND SEAL THIS 5TH DAY OF MAY 1919.

SEAL

C M HAVENS AUDITOR.

IN THE MATTER OF ADDITIONAL AID FOR
MIDDLE TOWNSHIP POOR.

COMES NOW IRA O DALE TRUSTEE OF MIDDLE TOWNSHIP IN HENDRICKS
COUNTY INDIANA AND FILES IN DUPLICATE AS PROVIDED BY ACT 1899 PAGE 121
FROM WHICH STATEMENT IT APPEARS THAT NINA MONTA CHARLES HAZEL AND OSCAR
HOLSCLAW ARE POOR PERSONS OF THE SAME FAMILY AND ARE IN NEED OF RELIEF
THAT WITHIN THE PAST THEY HAVE RECEIVED RELIEF TO THE EXTENT OF 15.00

AND THE BOARD BEING FULLY ADVISED IN THE PREMISES NOW AUTHOR-
IZES THE SAID TRUSTEE TO EXTEND TO THE ABOVE NAMED PERSONS FURTHER RELIEF
TO THE EXTENT

I DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A FULL TRUE
AND COMPLETE COPY OF THE ORDER MADE BY ME FROM THE BOARD OF COMMISSIONERS
OF HENDRICKS COUNTY INDIANA. IN THE ABOVE ENTITLED CAUSE.
WITNESS MY HAND AND SEAL THIS 5TH DAY OF MAY 1919.

SEAL

C M HAVENS AUDITOR.

MAY TERM 1919

IN THE MATTER OF THE AGREEMENT WITH
THE COUNTY HIGHWAY SUPERINTENDENT FOR
USE OF CAR.

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF COMMISSIONERS
OF HENDRICKS COUNTY AND WILSON J LOY OF PLAINFIELD HENDRICKS COUNTY INDIANA WITNESSETH.

That in consideration of said Willis Loy using his own automobile in
and about the performance of his duties as County Highway Superintendend and in travel-
ing to and from his work and place of performance of his said duties as County Highwasy
Superintendent said Board of Commissioners agree to pay said Loy the sum of seven (\$.07)
cents per mile for each and every mile necessarily traveled in the performance of and
in going to and from the place of the performance of his duties as County Highway Super-
intendent. And said Willis Loy hereby agrees to furnish and use his said automobile
in the performance of his said duties for said sum of seven (\$.07) cents per mile
and to keep accorate account of all distances traveled with said machine and to furnish
to said Board of Commissioners an itemized statement covering the use of said machine
when called for by said Board.

John T. Brickert,

C. B. Phillips,

John G. Shelton,

Board of Commissioners of
Hendricks County, Indiana.

Willis Loy,

County Highway Superintendent.

Ordered that the Board do now adjourn.

J. T. Brickert
C. B. Phillips
John G. Shelton

Board of Commissioners, Hendricks County.

May Term, 1919.

State of Indiana, SS:
hendricks County,

In the Commissioners Court.

May Term, 1919.

Wednesday, May 14th, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the room of the Commissioners in the Town of Danville, it being a session continued from the regular meeting of said term.

Present: John T. Brickert, C. B. Phillips and John G. Shelton.

The following proceedings were then had, to-wit:

See Road Record No. 9.

Ordered that the Board do now adjourn.

John G. Shelton
C. B. Phillips
J. D. Brickert

Board of Commissioners Hendricks County, Ind

June Term, 1919.

State of Indiana,

SS:

Hendricks County,

Monday, June 2, 1919.

In the Commissioners Court.

June Term, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the room of the Commissioners in the Town of Danville, it being the first day of said month.

Present: John T. Brickert, C. B. Phillips and John G. Shelton.

The following proceedings were then had, to-wit:

See Claim and Allowance Record, No 2.

See Road Record No 9.

In the Matter of Additional

Aid for Liberty Township Poor.

Comes now Finley Franklin, Trustee of Liberty Township in Hendricks County, Indiana, and files in Duplicate as provided by Act 1899 Page 121 from which statement it appears that Effie Crow is a poor person and in need of relief, that within the past year she has received relief from the said Township to the extent of fifteen (\$15.00) dollars.

And the Board being fully advised in the premises now authorizes the said Trustee to extend to the above named person further relief, to the extent of

I do hereby certify that the above and foregoing is a full, true and complete copy of the Order made by the Board of Commissioners of Hendricks County, Indiana, in the above entitled cause.

Witness my hand and seal this 2nd day of June, 1919.

(SEAL)

C. M. Havens, Auditor Hendricks County.

Ordered that the Board do now adjourn.

J. T. Brickert
C. B. Phillips
John G. Shelton

Board of Commissioners, Hendricks County.

June term, 1919.

State of Indiana, ss:

Hendricks County,

Thursday June 19th, 1919.

In the Commissioners Court,

June Term, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in special session in the room of the Commissioners in the Town of Denville, being a session continued from the 20nd day of June, 1919.

Present: John T. Brickert, C. B. Phillips and John G. Shelton.

The following proceedings were then had, to-wit:
See Road Record No. 9.

Ordered that the Board do now adjourn.

J. W. Brickert
C. B. Phillips
John G. Shelton
Board of Commissioners, Hendricks County.

June Term, 1919.

State of Indiana, SS:
Hendricks County,

In the Commissioners Court.
June Term, 1919.

Saturday, June 21, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in special session in the room of the Commissioners in the Town of Danville, it being a session continued from Thursday, June 19th, 1919.

Present: John T. Brickert, C. B. Phillips and John G. Shelton.

The following proceedings were then had, to-wit:

See Road Record NO. 9.

Ordered that the Board do now adjourn.

J. W. Brickert
C. B. Phillips
John G. Shelton

Board of Commissioners, Hendricks County.

July Term, 1919.

State of Indiana,

SS:

In the Commissioners Court.

Hendricks County,

July Term, 1919.

Monday, July 7, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the room of the Commissioners in the Town of Denville, it being the first Monday in said month.

Present: John T. Brickert, C. B. Phillips and John G. Shelton.

The following proceedings were then had, to-wit:

See Claim and Allowance Record NO. 2.

See Road Record No. 9.

In the Matter of the Appointment of a Constable.

Comes now the No. 2 Horsathief and Felon Detective Co. No. 168 and petitions said Board to consider constable powers for Wm. L. Simmons.

And the Board being fully advised in the premises, now confers constable powers upon the said Wm. L. Simmons.

And now the Auditor is ordered to issue a certificate of appointment accordingly.

In the Matter of Supplies for the County Home.

Comes now the Board and after an examination of proofs and notices as required by law, in the examination of the bids on file for the supplying of dry-goods, groceries and drugs to the Poor Farm for the term ending September 30, 1919.

The Board finds that the bid of W. T. Pierson, for groceries, and the Thompson Drug Co., for drugs, are the lowest and best bids and should be accepted.

It is therefore ordered by the Board that said bids be and the same are accepted.

And now the successful bidders file their respective bonds and the approval thereof, which bonds are in words and figures to-wit as follows: (H. I.)

And the said Board enters into contracts with each of said bidders which contracts are in words and figures as follows, to-wit:

July Term, 1919.

And now the Board hereby rejects the bid of the Schwartz Department Store for dry-goods, and orders the Auditor to advertise for bids for dry-goods for August 4.

In the Matter of Additional
Aid for Liberty Township.

Comes now Finely Franklin, Trustee of Liberty Township in Hendricks County, Indiana, and files in Duplicate as provided by Act 1899, Page 121, from which statement it appears that the families of James Wilson, are poor persons and are in need of relief, that within the past year they have received relief from the said Township in the extent of fifteen (\$15.00) dollars.

And the Board being fully advised in the premises now authorizes the said Trustee to extend to the above names family further relief.

In the Matter of Additional
Aid for Liberty Township Poor.

Comes Now Finley Franklin, Trustee of Liberty Township in Hendricks County, Indiana, and files in Duplicate as provided by Act 1899 Page 121, from which statement it appears that Sarah Holt is a poor person and in need of relief, that within the past year she has received relief from said Township to the extent of fifteen (\$15.00) dollars.

And the Board being fully advised in the premises now authorizes the said Trustee to extend to the above named Sarah Holt further relief.

In the Matter of Additional
Aid for Liberty Township.

Comes now Finley Franklin, Trustee of Liberty Township in Hendricks County, Indiana, and files in Duplicate as provided by Act 1899, Page 121, from which statement it appears that the family of Effie Crow are poor persons and in need of relief, that within the past year they have received relief from the said Township to the extent of fifteen (\$15.00) dollars.

And the Board being fully advised in the premises now authorizes the said Trustee to extend to the said Effie Crow further relief.

Ordered that the Board do now adjourn.

Board of Commissioners, Hendricks County.

IN THE MATTER OF THE
APPROVAL OF PLANS AND
SPECIFICATIONS FOR BRIDGES.

COMES NOW J. P. JOHNSON, DULY ELECTED QUALIFIED AND ACTING SUR-
VEYOR OF HENDRICKS COUNTY, STATE OF INDIANA, AND FILES IN THE OFFICE OF
THE AUDITOR OF SAID COUNTY AND STATE THE PLANS AND SPECIFICATIONS FOR
THE FOLLOWING BRIDGES. WEST BRIDGE IN CLAY TOWNSHIP, FORDYCE BRIDGE IN
WASHINGTON TOWNSHIP, THE WHYTE BRIDGE IN CENTER TOWNSHIP AND THE MUD
CREEK ARCH IN FRANKLIN TOWNSHIP.

AND, AFTER DUE CONSIDERATION AND EXAMINATION THE BOARD APPROVES
AND ACCEPTS THE SAID PLANS AND SPECIFICATIONS AND HEREBY ORDERS THE
AUDITOR TO ADVERTISE FOR BIDS.

ORDERED THAT THE BOARD DO NOW ADJOURN.

BOARD OF COMMISSIONERS HENDRICKS COUNTY.

J. H. Brickert
H. B. Phillips
Jno. S. Stuever

AUGUST TERM.

MONDAY, AUGUST 4 1919.

THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA, ARE MET IN THE ROOM OF THE COMMISSIONERS IN THE COURTHOUSE AT DANVILLE, INDIANA, IT BEING THE FIRST MONDAY OF THE MONTH.

PRESENT JOHN, D. BRICKERT, CLARENCE B. PHILLIPS AND JOHN G. SHELTON.

THE FOLLOWING PROCEEDINGS WERE THEN HAD TO WIT.

SEE CLAIM AND ALLOWANCE RECORD NO. 2.

IN THE MATTER OF THE LETTING
OF A CONTRACT FOR DRY GOODS FOR
THE COUNTY HOME.

COMES NOW THE BOARD AND AFTER AN EXAMINATION OF PROOFS AND NOTICES REQUIRED BY LAW IN THE EXAMINATION OF BIDS ON FILE FOR THE SUPPLYING OF DRY GOODS TO THE COUNTY HOME FOR THE TERM ENDING SEPTEMBER 30, 1919.

THE BOARD FINDS THAT THE BID OF THE SCHWARTZ DEPARTMENT STORE IS THE LOWEST AND BEST BID AND SHOULD BE ACCEPTED.

AND THE BOARD ENTERS INTO A CONTRACT WITH ~~THE~~ THE SAID BIDDERS, WHICH CONTRACT IS IN WORDS AND FIGURES AS FOLLOWS, TO WIT, H. I.

AND NOW THE SAID SUCCESSFUL BIDDER FILES HIS RESPECTIVE BOND AND THE APPROVAL THEREOF WHICH BOND IS IN WORDS AND FIGURES AS FOLLOWS TO WIT H. I.

IN THE MATTER OF AN EX-
TENSION OF TIME FOR THE
FRIENDSWOOD BRIDGE.

COMES NOW THE CONTRACTOR, OTIS KIRTLEY, AND SHOWS TO THE BOARD THAT BY REASON OF IT BEING IMPOSSIBLE TO SECURE MATERIAL IT IS IMPOSSIBLE TO PROCEED WITH THE CONSTRUCTION OF SAID BRIDGE AND PRAYS THE BOARD FOR AN EXTENSION OF TIME FOR SUCH COMPLETION.

THEREFORE, IT IS HEREBY ORDERED BY THE BOARD THAT SAID OTIS KIRTLEY BE GIVEN UNTIL NOVEMBER 1, 1919, TO COMPLETE SAID IMPROVEMENT AND FILE IN THIS OFFICE HIS FINAL REPORT THEREIN.

J. D. BRICKERT.

C. B. PHILLIPS.

JOHN G. SHELTON.

BOARD OF COMMISSIONERS, HENDRICKS COUNTY.

J. D. Brickert
C. B. Phillips
John G. Shelton

IN THE MATTER OF
 LETTING A CONTRACT
 FOR THE PURCHASE OF COAL.

COMES NOW THE AUDITOR AND PRESENTS TO THE BOARD THE AFFADAVITS OF W. E. KING AND JULIAN D. HOGATE, EDITORS AND PUBLISHERS OF THE DANVILLE GAZETTE AND THE REPUBLICAN RESPECTIVELY, WHICH AFFADAVITS ARE IN WORDS AND FIGURES AS FOLLOWS, TO WIT, H. I.

FROM WHICH AFFADAVITS IT APPEARS TO THE BOARD THAT DUE NOTICE OF THE TIME AND PLACE OF RECEIVING BIDS WAS DULY PUBLISHED IN SAID PAPERS FOR ONE WEEK, WHICH PUBLICATION WAS ON THE 17TH DAY OF JULY, 1919.

AND NOW THE HOUR OF 10.30 A. M. HAVING ARRIVED UP TO WHICH TIME IT WAS PROVIDED IN SAID NOTICE THAT BIDS WOULD BE RECEIVED.

THE BOARD PROCEEDS TO OPEN SAID BIDS AND FINDS THE SAME IN DUE FORM AND ACCOMPANIED BY A NON-COLLUSION AFFADAVIT AND BOND AS REQUIRED BY LAW.

AND NOW THE BOARD BEING FULLY ADVISED IN THE PREMISES FINDS THAT THE BID OF E. D. COURTNEY IS THE LOWEST AND BEST BID AND SHOULD BE ACCEPTED.

IT IS THEREFORE ORDERED BY THE BOARD THAT THE BID OF E. D. COURTNEY BE AND THE SAME IS HEREBY ACCEPTED. AND THE BOARD NOW APPROVED THE BOND OF E. D. COURTNEY WHICH BOND AND THE APPROVAL THEREOF ARE IN WORDS AND FIGURES AS FOLLOWS, TO WIT H. I.

AND NOW THE BOARD ENTERS INTO A CONTRACT WHICH CONTRACT IS IN WORDS AND FIGURES AS FOLLOWS TO WIT.

CONTRACT.

THIS CONTRACT MADE AND ENTERED INTO THIS 4TH DAY OF AUGUST, 1919. BY AND BETWEEN EDWARD D. COURTNEY OF DANVILLE, INDIANA, AND THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA.

WITNESSETH.

THAT SAID E. D. COURTNEY AGREES TO FURNISH TO SAID BOARD FOR THE USE AND BENEFIT OF SAID HENDRICKS COUNTY, INDIANA, SIX HUNDRED TONS OF FOUR INCH LUMP INDIANA COAL AT AND FOR THE PRICE OF FOUR DOLLARS AND FIFTEEN CENTS 4.15 A TON F. O. B. DANVILLE. IT IS UNDERSTOOD AND AGREED THAT IN CASE THE FREIGHT RATE IS INCREASED FROM THE PRESENT GOVERNMENT RATE THAT SAID BOARD WILL PAY SAID INCREASE IN RATE. AND IN CASE SAID FREIGHT RATE IS DECREASED SAID COURTNEY IS TO REFUND THE AMOUNT OF SAID DECREASE AS PER HIS BID FILED AND ACCEPTED HEREIN. IT IS UNDERSTOOD AND AGREED THAT, IF ON ACCOUNT OF STRIKES AND TRANSPORTATION DIFFICULTIES BEYOND THE CONTROL OF SAID COURTNEY HE IS UNABLE TO GET SHIPMENT FROM THE MINES WITHIN THE TIME HEREIN AFTER SPECIFIED THIS CONTRACT IS NOT TO BE BINDING UPON HIM. IT IS FURTHER UNDERSTOOD AND AGREED THAT HE IS TO BE PERMITTED TO FURNISH SAID COAL NOT LATER THAN AUGUST 30, 1919.

AND THAT DEMURRAGE CHARGES ARE TO BE PAID BY SAID BOARD. SAID COAL TO BE SHAKER SCREENED.

SAID COURTNEY FURTHER AGREES TO FURNISH SAID COUNTY TWENTY-SIX AND THREE-FOURTHS TONS OF WEST VIRGINIA WHITE ASH COOK COAL. WHICH COAL IS NOW ON YARDS AT DANVILLE, INDIANA. MINE WEIGHT TO GOVERN. AT AND FOR THE PRICE OF SIX DOLLARS AND FORTY-FIVE CENTS 6.45 PER TON F. O. B. DANVILLE. SAID COAL TO BE REMOVED FROM SAID YARDS WITHIN TEN DAYS FROM THIS DATE. SAID COAL TO BE SHAKER SCREENED.

AND THAT SAID BOARD AGREES TO PAY SAID E. D. COURTNEY THE PRICE AS ABOVE SET OUT WHEN SAID COAL IS DELIVERED AND THE BILLS THEREFOR DULY AND LEGALLY TENDERED.

IN WITNESS WHEREOF WE HEREUNTO SET OUR HANDS THIS 4TH DAY OF AUGUST, 1919.

E. D. COURTNEY.

J. D. BRICKERT.

C. B. PHILLIPS.

JNO' G. SHELTON.

BOARD OF COMMISSIONERS HENDRICKS COUNTY.

IN THE MATTER OF
LETTING CONTRACTS
FOR BRIDGES.

COMES NOW THE AUDITOR AND PRESENTS TO THE BOARD THAT THE AFFADAVITS OF ALVIN HALL AND JULIAN D. HOGATE. EDITORS AND PUBLISHERS OF THE DANVILLE GAZETTE AND THE REPUBLICAN. RESPECTIVELY WHICH AFFADAVITS ARE IN WORDS AND FIGURES AS FOLLOWS. TO WIT H. I.

FROM WHICH AFFADAVITS IT APPEARS TO THE BOARD THAT DUE NOTICE OF THE TIME AND PLACE OF RECEIVING BIDS WAS DULY GIVEN BY PUBLICATION IN SAID PAPERS FOR TWO WEEKS SUCCESSIVELY THE FIRST OF WHICH PUBLICATION WAS ON THE 17TH DAY OF JULY 1919 AND THE LAST ON THE 24TH DAY OF JULY 1919.

AND THE HOUR OF 10.30 O'CLOCK A. M. ON THE 4TH DAY OF AUGUST, 1919. HAVING ARRIVED UP TO WHICH TIME IT WAS PROVIDED IN SAID NOTICE THAT BIDS WOULD BE RECEIVED THE BOARD PROCEEDS TO OPEN SAID BIDS IN THE PRESENCE OF THE BIDDERS AND THE GENERAL PUBLIC.

AND NOW THE BOARD FINDS THAT THE BID OF MALONEY AND CHAMBERS FOR THE CONSTRUCTION OF THE FORDYCE AND THE WHYTE BRIDGES IS THE LOWEST AND BEST BID AND SHOULD BE ACCEPTED.

IT IS THEREFORE ORDERED BY THE BOARD THAT THE BID OF THE SAID MALONEY AND CHAMBERS BE AND THE SAME IS HEREBY ACCEPTED. AND THE BOARD NOW APPROVES THE BOND OF SAID MALONEY AND CHAMBERS AND ENTERS INTO A CONTRACT WITH SAID MALONEY AND CHAMBERS. WHICH BOND APPROVAL AND CONTRACT ARE IN WORDS AND FIGURES AS FOLLOWS TO WIT.

BOND.

KNOW ALL MEN BY THESE PRESENTS. THAT WE. THE UNDERSIGNED JAMES MALONEY AND EZRA CHAMBERS. FRED LANCASTER. HOWARD. S. HARRIS O. O. DOBBS AND A. J. COX OF PUTNAM COUNTY. INDIANA. ARE FIRMLY BOUND UNTO THE STATE OF INDIANA. IN THE PENAL SUM OF SEVEN THOUSAND TWO

HUNDRED DOLLARS 7200.00 FOR THE PAYMENT OF WHICH WELL AND TRULY TO BE MADE WE BIND OURSELVES JOINTLY AND SEVERALLY OUR JOINT AND SEVERAL HEIRS EXECUTORS ADMINISTRATORS AND ASSIGNS. FIRMLY BY THESE PRESENTS. THIS 20ND DAY OF AUGUST. 1919.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT. WHEREAS. THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY. INDIANA. IS ABOUT TO LET A CONTRACT FOR CERTAIN BRIDGES KNOWN AS THE WHYTE BRIDGE. IN CENTER TOWNSHIP. HENDRICKS COUNTY. AND THE FORDYCE BRIDGE IN WASHINGTON TOWNSHIP. HENDRICKS COUNTY.

AND WHEREAS. THE ABOVE NAMED JAMES MALONEY AND EZRA CHAMBERS HAVE FILED A BID FOR SAID WORK WITH THE AUDITOR OF THE COUNTY. NOW THEREFORE. IF THE SAID BOARD OF COMMISSIONERS SHALL AWARD THEM THE CONTRACT FOR SAID WORK AND THE SAID JAMES MALONEY AND EZRA CHAMBERS SHALL PROMPTLY ENTER INTO A CONTRACT WITH SAID BOARD OF COMMISSIONERS FOR SAID WORK. AND SHALL WELL AND FAITHFULLY DO AND PERFORM THE SAME IN ALL RESPECTS ACCORDING TO THE PROFILE. REPORTS. PLANS AND SPECIFICATIONS ADOPTED BY THE BOARD OF COMMISSIONERS AND ACCORDING TO THE TIME. TERMS. AND CONDITIONS SPECIFIED IN SAID CONTRACT TO BE ENTERED INTO. AND SHALL PROMPTLY PAY ALL DEBTS INCURRED BY THEM. SAID CONTRACTOR. AGENT OR SUPERINTENDENT IN THE PROSECUTION OF SAID WORK. INCLUDING LABOR. MATERIALS FURNISHED. AND FOR BOARDING LABORERS THEREON. AND SHALL PAY ALL DAMAGES TO ANY FIRM OR CORPORATION WHO SHALL SUFFER LOSS OR DAMAGE BY REASON OF ANY FAILURE OR NEGLECT OF SAID BIDDER TO ENTER INTO A PROPER CONTRACT TO PERFORM SUCH WORK OR TO CARRY OUT THE SAME IN ANY PARTICULAR. AND IT IS FURTHER CONDITIONED OF THE ABOVE OBLIGATION THAT THIS BOND IS GIVEN FOR THE FURTHER PURPOSE OF. AND DOES INSURE AND GUARANTEES THAT ALL CONCRETE CONSTRUCTION BUILT. ERECTED AND CONSTRUCTED AND THE MATERIALS USED THEREIN UNDER THE PROFILES PLANS AND SPECIFICATIONS ADOPTED BY THE BOARD OF COMMISSIONERS NAMED AND SPECIFIED IN SAID CONTRACT TO BE ENTERED INTO. SHALL AND WILL WITHSTAND ALL WEATHER CONDITIONS AND WILL STAND IN EVERY WAY. WITHOUT ANY DISINTEGRATION. AND FULLY SERVE THE USES AND PURPOSES FOR WHICH SUCH CONCRETE CONSTRUCTION IS PLACED ERECTED AND CONSTRUCTED FOR A PERIOD OF TWO YEARS FROM DATE OF ITS COMPLETION. THEN THIS OBLIGATION SHALL BE VOID. OTHERWISE TO REMAIN IN FULL FORCE.

JAMES MALONEY SEAL

O. O. DOBBS. SEAL

J. E. CHAMBERS. SEAL

A. J. COX SEAL

HOWARD S. HARRIS SEAL

A. A. FIGG SEAL

FRED LANCASTER SEAL

STATE OF INDIANA. PUTNAM COUNTY. SS
BEFORE ME. PHILIP M. FRANK. JUSTICE OF THE PEACE IN AND FOR SAID COUNTY PERSONALLY APPEARED JAMES MALONEY E. CHAMBERS. HOWARD HARRIS. FRED LANCASTER O. O. DOBBS. AND A. J. COX AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT FOR THE USES AND PURPOSES THEREIN MENTIONED.
WITNESS MY HAND AND OFFICIAL SEAL THIS 20ND DAY OF AUGUST. 1919.

SEAL.

PHILIP M. FRANK. JUSTICE OF PEACE.

STATE OF INDIANA. PUTNAM COUNTY. SS.

I. JOE. M. ALLEN. AUDITOR IN AND FOR SAID COUNTY AND STATE. DO HEREBY CERTIFY THAT THE SURETIES ON THE WITHIN BOND ARE THE OWNERS OF REAL ESTATE VALUED AT MORE THAN THE WITHIN BOND. AS SHOWN BY THE TAX DUPLICATE OF SAID COUNTY FOR THE YEAR 1919.

WITNESS MY HAND AND OFFICIAL THIS 20ND DAY OF AUGUST. 1919.

SEAL. JOE M. ALLEN. AUDITOR PUTNAM COUNTY.

ACCEPTED AND APPROVED AUGUST 4 1919.

J. D. BRICKERT.

C. B. PHILLIPS.

JNO. G. SHELTON.

BOARD OF COMMISSIONERS. HENDRICKS COUNTY.

CONTRACT.

FOR THE CONSTRUCTION OF THE WHYTE BRIDGE IN CENTER TOWNSHIP AND THE FORDYCE BRIDGE IN WASHINGTON TOWNSHIP

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN MALONEY AND CHAMBERS OF GREENCASTLE. INDIANA. PARTY OF THE FIRST PART AND THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY. INDIANA. PARTY OF THE SECOND PART.

WITNESSETH.

THAT ON THE 4TH DAY OF AUGUST. A. D. 1919. THE SAID BOARD OF COMMISSIONERS RECEIVED BIDS FOR THE CONSTRUCTION OF THE WHYTE BRIDGE AND THE FORDYCE BRIDGE THE SAME BEING LOCATED IN HENDRICKS COUNTY AND THE SAID MALONEY & CHAMBERS BEING DECLARED TO BE THE LOWEST AND BEST RESPONSIBLE BIDDER. THE CONTRACT WAS AWARDED TO THE SAID MALONEY & CHAMBERS FOR THE AMOUNT OF THEIR BID. VIZ WHYTE BRIDGE 2425. 00 FORDYCE BRIDGE 1000.00. AND THE SAID PARTY OF THE FIRST PART NOW COVENANTS AND AGREES TO BUILD AND CONSTRUCT SAID BRIDGE IN ALL RESPECTS IN ACCORDANCE WITH AND CONFORMABLE TO THE SPECIFICATIONS REPORTS. PLANS AND PROFILE CONTAINED IN THE REPORT OF THE VIEWERS AND ENGINEER FOR SAID BRIDGE NOW ON FILE IN THE OFFICE OF THE AUDITOR OF SAID COUNTY. WHICH SAID REPORTS SPECIFICATIONS AND PROFILE ARE HEREBY REFERRED TO AND MADE A PART OF THIS CONTRACT THE SAME AS IF HEREIN FULLY SET OUT AND WRITTEN.

AND THE PARTY OF THE FIRST PART FURTHER UNDERTAKES AND AGREES THAT IN THE PROSECUTION OF SAID WORK HE WILL USE ALL PROPER SKILL AND CARE AND WILL PAY ALL CLAIMS FOR WORK AND LABOR PERFORMED AND MATERIAL FURNISHED IN AND FOR THE CONSTRUCTION OF SAID WORK. WHETHER THE SAID WORK AND LABOR IS PERFORMED OR MATERIAL IS FURNISHED TO SAID CONTRACTOR OR AGENT OR SUPERINTENDENT IN CHARGE OF SAID WORK. IT IS FURTHER UNDERSTOOD AND AGREED THAT SAID PARTY OF THE FIRST PART WILL NOT AND CANNOT SELL OR ASSIGN THIS CONTRACT OR SUB-LET THE WORK TO ANY PERSON OR PERSONS. EXCEPT BY THE CONSENT OF THE SAID BOARD OF COMMISSIONERS.

THE PARTY OF THE FIRST PART FURTHER AGREES TO CONSTRUCT AND BUILD SAID IMPROVEMENT AND HAVE THE SAME COMPLETED ON OR BEFORE THE 1ST DAY OF NOVEMBER. A. D. 1919. AND IN THE

EVENT SAID IMPROVEMENT OF SAID BRIDGE SHALL NOT BE COMPLETED FINISHED AND READY FOR ACCEPTANCE BY THE PARTY OF THE SECOND PART ON OR BEFORE SAID 1ST DAY OF NOVEMBER, 1919. THEN THE SAID PARTY OF THE FIRST PART AGREES AND PROMISES TO PAY TO THE PARTY OF THE SAID PARTY OF THE SECOND PART AS LIQUIDATED DAMAGES FOR THE NON-COMPLETION OF SAID WORK AND FOR THE DEPRIVATION OF THE PUBLIC OF SAID HENDRICKS COUNTY OF THE USE OF SAID BRIDGE FROM AND AFTER THE SAID 1ST DAY OF NOVEMBER, 1919. THE SUM OF TWENTY-FIVE 25 DOLLARS PER DAY FOR EACH AND EVERY DAY THEREAFTER THAT SAID IMPROVEMENT SHALL REMAIN UNCOMPLETED UNFINISHED AND NOT READY FOR ACCEPTANCE BY SAID PARTY OF THE SECOND PART. AND SAID PARTY OF THE FIRST PART AGREES THAT SAID SUM OF TWENTY-FIVE DOLLARS PER DAY SHALL BE DEDUCTED FROM THE CONTRACT PRICE OF SAID IMPROVEMENT AND SHALL BE RETAINED BY SAID PARTY OF THE SECOND PART OUT OF THE CONTRACT PRICE FOR SAID IMPROVEMENT FOR THE USE OF THE PUBLIC OF HENDRICKS COUNTY. PROVIDED, THAT SAID FAILURE TO COMPLETE SAID IMPROVEMENT WITHIN THE SAID TIME SPECIFIED FOR SUCH COMPLETION IS NOT CAUSED BY STRIKES OR ANY OTHER CAUSE OR CAUSES BEYOND THE CONTROL OF SAID PARTY OF THE FIRST PART OR THAT SAID TIME HAS NOT BEEN EXTENDED BY SAID BOARD OF COMMISSIONERS. IN THE EVENT THE PARTY OF THE SECOND PART DOES GRANT AN EXTENSION OF TIME FOR THE COMPLETION OF SAID IMPROVEMENT THE ABOVE AND FOREGOING AGREEMENT IN REGARD TO LIQUIDATED DAMAGES SHALL APPLY AFTER THE EXPIRATION OF SUCH EXTENSION.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT SAID PARTY OF THE SECOND PART SHALL WITHHOLD FULL PAYMENT TO THE PARTY OF THE FIRST PART AS REQUIRED BY SEC. 1 OF AN ACT APPROVED MARCH 4, 1911. ACTS OF 1911. PAGE 437 FOR A PERIOD OF THIRTY DAYS OR UNTIL PROOF BE MADE OF THE PAYMENT FOR ALL LABOR, MATERIAL, AND SUB-CONTRACTOR'S CLAIMS.

THE PARTY OF THE SECOND PART HEREBY AGREES THAT THE PARTY OF THE FIRST PART SHALL BE PAID THE SAID CONTRACT PRICE AS ABOVE SET OUT UPON THE WARRANT OF THE AUDITOR OF HENDRICKS COUNTY, INDIANA, AS DIRECTED BY THE BOARD OF COMMISSIONERS OF SAID HENDRICKS COUNTY AND SHALL BE PAID ON MONTHLY ESTIMATES OF THE ENGINEER IN CHARGE OF SAID WORK, BUT NOT TO EXCEED 80 PER CENT OF SAID ENGINEER'S SAID ESTIMATE. 20 PER CENT OF THE SAID CONTRACT PRICE SHALL BE RETAINED BY THE SAID COUNTY UNTIL THE SAID WORK IS FULLY COMPLETED AND FINALLY ACCEPTED BY THE SAID BOARD OF COUNTY COMMISSIONERS.

AND SAID PARTY OF THE FIRST PART AGREES TO DO AND PERFORM ALL MATTERS AND THINGS REQUIRED OF AND IMPOSED UPON THEM ACCORDING TO THE TERMS OF THIS CONTRACT OR PURSUANT TO THE PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AUTHORIZING SAID IMPROVEMENT.

TO ALL OF THE COVENANTS CONDITIONS STIPULATIONS OF THIS CONTRACT THE

SAID PARTIES SEVERALLY BIND THEMSELVES. THEIR SUCCESSORS. HEIRS AND ASSIGNS.

IN WITNESS WHEREOF. THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND SEAL
THE DAY AND YEAR HEREINAFTER MENTIONED. AND IN WITNESS WHEREOF. THE SAID BOARD OF
COMMISSIONERS OF HENDRICKS COUNTY HAVE ALSO SIGNED AND APPROVED THIS CONTRACT THIS 4TH
DAY OF AUGUST. 1919.

MALONEY & CHAMBERS.

BY JAMES MALONEY. PARTY OF THE FIRST PART.

J. D. BRICKERT.

C. B. PHILLIPS.

JNO G. SHELTON.

BOARD OF COMMISSIONERS OF HENDRICKS COUNTY.

ATTEST. C. M. HAVENS. AUDITOR OF HENDRICKS COUNTY.

IN THE MATTER OF THE
APPROVAL OF THE PLANS
AND SPECIFICATIONS OF BRIDGES.

COMES NOW J. P. JOHNSON DULY ELECTED QUALIFIED AND ACTING SURVEYOR IN AND FOR THE
COUNTY OF HENDRICKS STATE OF INDIANA AND FILES IN THE OFFICE OF THE AUDITOR OF SAID
COUNTY AND STATE THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING BRIDGES. THE CLAUD
BOYD BRIDGE IN FRANKLIN TOWNSHIP AND THE CARTERSBURG BRIDGE IN LIBERTY TOWNSHIP.

AND AFTER DUE EXAMINATION AND CONSIDERATION THE BOARD APPROVES AND ACCEPTS THE SAID
PLANS AND SPECIFICATIONS AND HEREBY ORDERS THE AUDITOR TO ADVERTISE FOR BIDS.

IN THE MATTER OF PETITION TO
ADMIT VIRGIL CLO BEARD. MARY ELLEN
FRANCIS BEARD AND ELIZABETH BELL
BEARD TO AN ORPHANS HOME.

COMES NOW GEO. RUNYAN AND FILES WITH SAID BOARD OF COMMISSIONERS OF HENDRICKS COUNTY.
INDIANA. A PETITION ASKING FOR THE ADMISSION OF VIRGIL CLO BEARD. AGE 13 YEARS. MARY
ELLEN FRANCIS BEARD. AGE 12 YEARS. AND ELIZABETH BELL BEARD. AGE 9 YEARS. TO AN ORPHANS
HOME. SAID PETITION BEING IN WORDS AND FIGURES AS FOLLOWS TO WIT. H. I.

AND SAID BOARD HAVING FULLY CONSIDERED SAID PETITION AND BEING DULY ADVISED AND IN-
FORMED IN THE PREMISES FINDS THAT SAID VIRGIL CLO BEARD IS 13 YEARS OLD. THAT MARY ELLEN
FRANCIS BEARD IS 12 YEARS OLD AND THAT ELIZABETH BELL BEARD IS 9 YEARS OLD. THAT THEY ARE
ALL ORPHANS AND ARE AT THIS TIME LIVING WITH THEIR GRANDFATHER. GEO. RUNYON AND THAT HE IS
NOT FINANCIALLY ABLE TO SUPPORT AND CARE FOR SAID CHILDREN. AND THAT SAID CHILDREN OUGHT
TO BE ADMITTED TO AN ORPHANS HOME.

IT IS THEREFORE ORDERED BY THE BOARD THAT SAID VIRGIL CLO BEARD. MARY ELLEN BEARD
AND ELIZABETH BELL BEARD BE ADMITTED TO AN ORPHANS HOME FOR CARE, MAINTANANCE AND SUP-
PORT AND THAT SAID CHILDREN BE SENT TO THE ORPHANS HOME AT WABASH. INDIANA. KNOWN AS

WHITE'S MANUAL LABOR INSTITUTE FOR CARE, MAINTENANCE AND SUPPORT UNTIL
THE FURTHER ORDER OF THIS BOARD.

J. D. BRICKERT.

C. B. PHILLIPS.

JNO. G. SHELTON.

BOARD OF COMMISSIONERS, HENDRICKS COUNTY.

In the Matter of the Contract between
W.G. McAdoo, Director General of Railroads,
Operating C.C.C. & St. L.R.R. and the
Commissioners of Hendricks County Indiana,
for use of side tracts of said Railroad.

Comes now W.G. McAdoo, Director General of Railroads by C.M. Costen,
Federal Manager Cleveland, Cincinnati, Chicago and Saint Louis Railroad
and the Board of Commissioners of the County of Hendricks in the State
of Indiana by John D. Brickert, C.B. Phillips and Jno. G. Shelton,
commissioners of said County in regular session on this the 5th day of
December, 1919, the full board being present, and enter into a con-
tract for the use, maintaince and repair of certain side tracts be-
longing to said Railroad Company, which said contract with plans and
blue print of said side tracts attached is in words and figures as
follows, to-wit: (H.I.) and said contract so entered into is now in all
things approved by the Board.

Ordered that the Board do now adjourn.

Board of Commissioners, Hendricks County.

J. D. Brickert
C. B. Phillips
Jno G. Shelton

September Term, 1919

Monday September 1, 1919

The Board of Commissioners of Hendricks County, Indiana are met in the room of the Commissioners in the Court House at Danville, Indiana, it being the first Monday of the Month.

Present: John D. Brickert, C.B. Phillips and John G. Shelton.

The following proceeding were had then to-wit:

See Claim and Allowance Record No. 9.

Ordered that the Board do now adjourn.

Board of Commissioners, Hendricks County.

J. D. Brickert
C. B. Phillips
John G. Shelton

October Term, 1919

Monday October 6, 1919

The Board of Commissioners of Hendricks County, Indiana, are met in the room of the Commissioners in the Court House at Danville, Indiana, it being the first Monday of the Month.

Present: John D. Brickert, C.B. Phillips and Jno. G. Shelton.

The following proceedings were then had, to-wit:

See Claim and Allowance Record No. 9

In the Matter of Supplemental

Contract on Whyte Bridge.

October 6th, 1919

In the matter of the Construction of the Whyte Bridge in Center Township, Hendricks County, Indiana.

This supplemental contract and agreement made and entered into this 6th day of October 1919, by and between Mahoney & Champer of Greencastle, Indiana, the party of the first part, and the Board of Commissioners of Hendricks County, Indiana, the party of the second part, hereby witnesseth:

That whereas, it has become necessary, for the benefit of the above named Bridge that certain changes and alterations be made in the construction thereof according to the following specifications, to-wit:

That Arch Plan No. 1 be substituted for Flat Top Plan No. 3, with the following changes in said Arch Plan, to-wit: That the rise from top of footings to spring line be increased from 2' to 4'-6" and that the depth of footings be increased from 2' to 2'-6" and that the width of footings at bottom be increased from 2' to 2'-3", all as per amended Arch Plan No. 1 now on file in the Auditor's office in the Court House in Danville, Indiana.

Now, therefore, it is hereby ordered by the said Board of Commissioners that the change above specified, be made in the construction of said Bridge by the party of the first part, as herein specified and as directed by the engineer in charge of such construction, that the party of the first part shall receive nothing for such change or shall agree that the construction price of said Bridge be and remain in the sum of \$2425.00 by virtue of such change as herein specified.

It is hereby agreed by and between the parties hereto that this order and supplemental contract shall be deemed full authority to the party of the first part to execute the work herein specified and shall constitute an agreement on the part of the party of the second part to pay for said work when the same shall have been completed and approved as answering to the specifications embodied herein. Such

October Term, 1919

payment to be made upon the verified claim of the party of the first part filed with the party of the second part.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals this 6th day of October, 1919.

Mahoney & Champer

Party of the First Part

J.D. Brickert

C.B. Phillips

Jno G. Shelton

Board of Commissioners of Hendricks County

Attest: C.M. Havens

Auditor.

In the Matter of Additional
Aid for Liberty Township.

Comes now Finley Franklin, Trustee of Liberty Township in Hendricks County, Indiana, and files in Duplicate as provided by Act 1889, Page 121, from which statement it appears that the family of Effie Crow^{and Sarah Holt} are poor persons and in need of relief, that within the past year they have received from the said Township, in the extent of Fifteen (\$15) Dollars.

And the Board being fully advised in the premises now authorizes the said Trustee to extend to the said Effie Crow,^{and Sarah Holt} further relief.

In the Matter of Additional
Aid for Guilford Township.

Comes now A.P. Barlow, Trustee of Guilford Township in Hendricks County, Indiana, and files in Duplicate as provided by Act 1889, Page 121, from which statement it appears that the families of Mrs. Pfaff and Mrs. Brewer are poor persons and in need of relief, that within the past year they have received relief from the said Township in the extent of Fifteen (\$15) Dollars.

And the Board being fully advised in the premises now authorizes the Trustee to extend^{to} the said Mrs. Pfaff and Mrs. Brewer further relief.

Ordered that the Board do now adjourn.

J.D. Brickert
C.B. Phillips
Jno G. Shelton

Board of Commissioners Hendricks County.

October 7th Term, 1919.

In the Matter of a Contract
With the Auditor for the Extra
Work done on Assessors Books
By Reason of the Horizontal
Increases Ordered By the State
Board of Tax Commissioners.

Comes now C M Havens, the duly qualified and acting Auditor in
and for the County of Hendricks, State of Indiana, and presents to the
Board the fact that by reason of the horizontal increases ordered in
Hendricks County in the assessment of real and personal property by the
Board of Tax Commissioners, he is now forced to do a large and tedious
amount of work, not in the ordinary routine of the office of Auditor,
that he is forced to employ extra help and that on this account he is
entitled to extra compensation.

And now the Board, being fully advised in the matter, finds that an
indispensible public necessity exists for the performance of the above
mentioned work, and hereby enters into contract with the said Havens,
for the performance of said work for the just and reasonable sum of three
Three Hundred Fifteen Dollars (\$15.00), which contract is herein entered
into by said C M Havens and said Board.

John D Brickert

C M Havens Auditor.

C B Phillips

John G Shelton

Commissioners of Hendricks County.

In the Matter of the appointment
Herse Thiel Detective Assoc' members
of Brownsburg Co.

Comes now the Brownsburg Co and request of the Board the appointment
to membership of said Co. H A Canary and Paul O Canary and Clarence
Becker and the Board being informed of the premises does now appoint
the above named persons and orders the Auditor to issue the appoint-
ment.

Ordered that the Board do now adjourn until October 24th, 1919.

Attest C M Havens Auditor Commissioners Hendricks County

Special Session, October 24th, 1919.

John W French Ditch.

In the Matter of the

John W French Ditch.

Comes now John H Dale, heretofore appointed by the Board of Commissioners as Commissioner of Construction to complete the construction of the above entitled Ditch and Drain, and presents and files his report, showing that said work of completing the construction of the above entitled Ditch and Drain has been completed in accordance with the plans and specifications, which report is in the following words and figures, to-wit; (HI).

And the Board, having examined said report which was filed in the office of the Auditor of Hendricks County, Indiana, on the 23rd day of October, 1919, and no objections or exceptions having been filed or presented to said report, and being duly advised and informed in the premises doth find that said report should be approved, and that the work of the construction of said entitled Ditch and Drain should be accepted as finished and completed.

It is therefore ordered by the Board that the report of John H Dale, constructing Commissioner, filed herein, be and the same is hereby and herein approved.

It is further ordered by the Board that the said John W French et al Ditch and Drain, and the work of the construction of the same, is hereby accepted and approved as completed according to the plans and specifications.

It is hereby further ordered by the Board that the bond of the contractor heretofore filed and approved herein, is now discharged and the obligations of the surety on his bond is hereby ordered released and cancelled.

And now this matter is hereby concluded.

Ordered that the Board do now adjourn.

Board of Commissioners Hendricks County.

Attest : C M Havens Auditor Hendricks County.

November Term, 1919.

Monday Morning, Nov 3rd, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the room of the Commissioners in the town of Danville, Indiana, it being the first Monday in said month.

Present; John D Brickert, C B Phillips and John G Shelton, all members of said Board.

The following proceedings were then had to-wit:-

See Road Record Number 10.

See Claim and Allowance Record Number 2.

In the Matter of Appointment of

Horse Thief Detective Asso's Members.

Comes now the petition of the New Winchester Horse Thief Detective Association No. 244 and ask that the following named persons be appointed as members of the above named Company, to-wit: Harold D Mason, Robert Underwood, Ed Flynn, Frank Pratt, E D Montgomery, Charles Higgins Joe L Wilson, Oat Oakley, Oscar Higgins, Harry Blair, Lee Chatham and Henry Hunt.

And the Board being fully advised in the premises does now appoint the above named persons and authorizes the Auditor to issue to each person a certificate as to their appointment and spread of record the action of the Board in this matter.

Ordered that the Board do now adjourn.

Board of Commissioners of Hendricks County.

Attest; C M Havens Auditor.

December Term, 1919.

Monday Morning, Dec 5th, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session, in the room of the Commissioners, in the town of Danville, Indiana, it being the first Monday in said Month.

Present; John D Brickert, C B Phillips and John G Shelton all members of said Board.

The following proceedings were then had to-wit:-

See Road Record Number 10.

See Claim and Allowance Record Number 2;

In the Matter of Additional
Aid for Guilford Township Poor.

Comes now A P Barlew, Trustee of Guilford Township in Hendricks County, Indiana, and files in Duplicate as provided by Act 1899 Page 121, from which it appears that Mrs Wilder is a poor person and is in need of relief, that within the past year they have received relief from said Township to the extent \$ 15.00.

And the Board being fully advised in the premises now authorizes the said Trustee to extend to the above named person further relief to the extent of \$15.00

In the Matter of the Contract between
W G McAdee, Director General of Railroads,
Operating C C C & St L R R and the
Commissioners of Hendricks County, Indiana,
for use of side tracts of said Railroad.

Comes now W. G. McAdee, Director General of Railroads by C M Costen, Federal Manager Cleveland, Cincinnati, Chicago and Saint Louis Railroad and the Board of Commissioners of the County of Hendricks in the State of Indiana, by John D Brickert C B Phillips and John G Shelton, Commissioners of said County in regular session on this the 5th day of December, 1919, the full Board being present, enter into a contract for the use, maintenance and repair of certain side tracts belonging to said Railroad Company, which said contracts with plans and blue print of said side tracts attached is in words and figures as follows, to-wit: (HI) and said contract so entered into is now in all things approved by the Board.

Ordered that the Board do now adjourn
until Dec 15th, 1919 10 o'clock A. M.

Attest; C M Havens.
Auditor.

Board of Commissioners Hendricks County

Special Session, Dec, 1919.

Monday Morning, Dec. 15th, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in special session, in the room of the Commissioners in the court house in the town of Danville, Indiana.

Present;- John D Brickert, C B Phillips and John G Shelton, all members of said Board.

The following proceedings were then had to-wit;-

In the Matter of the letting of

A Contract for Window Strips in

The Offices of the Auditor, Treasurer

And County Commissioners .

Comes now the Auditor and produces and files the affidavits of Julian D Hogate and Alvin Hall, editors respectively of the Danville Republican and the Danville Gazette, which notices are in the words and figures as follows, to-wit; (H.I.) and from which affidavits it appears that due notice of the time and place of the letting of a contract was to be published in both papers ten days before the day of letting.

And the Board being fully advised in the premises does now open the bids that have been filed and finds that the bid of the American Metal Weather Window Strip co. to be \$91.30 and that of the Home Screen Co. to be \$124.40.

And the Board after due consideration awards the said contract to the American Metal Weather Window Strip co for the amount of their bid viz (\$91.30).and said Company now files their bond for the faithful performance of said work which said bond is in the words and figures as follows, to-wit:.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned American Metal Weather Strip Co. as Principal and the American Surety Company of New York as surety are firmly bound unto the Board of Commissioners of Hendricks County, in the penal sum of Ninety Two (\$92.00) dollars for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 16th day of Dec, 1919.

THE CONDITION OF THE ABOVE OBLIGATION are such that, whereas the Board of Commissioners of Hendricks County, Indiana, is about to let a

Special Session, Dec 15th, 1919.

contract for furnishing metal weather strips for Hendricks County Court House.

And whereas, the above named American Metal Weather Strip Co. has filed a bid for said contract with the Auditor of the County: Now therefore, if the said Board of Commissioners shall award the said contract for furnishing said metal weather strips the said above named Co. will enter into contract with the said Board of Commissioners and shall well and faithfully carry out the same in all respects according to the specifications adopted by the Board of Commissioners, and shall at all times promptly furnish all supplies for said contract then this contract and bond to be void otherwise to remain in full force and effect.

American Metal Weather Strip Co.

by F. H. Nichols.

American Surety Company of New York

by

Attest D W Larsen

Pres. Asst. Secretary

STATE OF INDIANA

SS

MARION COUNTY

Before me, the undersigned, Notary Public in and for said County, personally appeared the E V Clark, D M Larsen and F H Nichols and acknowledge the execution of the foregoing instrument for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 16th day of Dec 1919.

B R Clark

Notary Public.

My Commission expires April 1st, 1923.

Accepted and approved Dec 15th 1919.

John D Brickert

C B Phillips

John G Shelton.

Board of Commissioners of Hendricks County.

Attest; C M Havens

Auditor Hendricks County, Indiana.

And the Board now enters into a written contract with the said American Metal Weather Strip Co. which contract was duly executed and is in the words and figures as follows, to-wit:

See Next Page

Special Session, Dec 15th, 1919.

CONTRACT.

For the construction and installation of weather strips.

This agreement made and entered into by and between the American Metal Weather Strip Co. of Grand Rapids a Mich. Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

WITNESSETH:

That on the 15th day of December A.D., 1919 the said Board of Commissioners received bids for the construction and installation of weather strips in 26 windows in Court House, the same being located in Hendricks County and the said American Metal Weather Strip Co being declared the lowest and best responsible bidder, the contract was awarded to the said American Metal Weather Strip Co for the amount of his bid, viz; \$91.30 and the said party of the first part now covenants and agrees to install, build and construct said weather strips in all respects in accordance with and conformable to the specifications on file in the office of the Auditor of said County which said specifications are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the first part further agrees to install, construct and build said weather strips and have the same completed on or before the 1st day of January A.D. 1920 and in the event said weather strips shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of January A.D. 1920 then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work for the deprivation on the part of the public of the said Hendricks County of the use of said weather strips from and after said 1st day of January A.D. 1920, the sum of five dollars (\$5.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of five dollars (\$5.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the aboveaid foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, materials, and sub-contractors claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County when the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

To all covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns. IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 15th day of December A.D. 1919.

American Metal Weather Strip Co. By F.H. Nichols,
Party of the first part.

J.D. Brickert
C.B. Phillips
Jno G. Shelton

Board of Commissioners of Hendricks County,
Attest: C. M. Havens, Auditor of Hendricks County.

Special Session, Dec. 20th, 1919.

Saturday Morning Dec, 20th, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in Special Session, pursuant to adjournment on the 15th, to transact such business, as may be brought before them.

Present: John D. Brickert, C. B. Phillips and John G. Shelton all members of said Board.

The following proceedings were then had to-wit:-

STATE OF INDIANA

SS:

HENDRICKS COUNTY

We, the undersigned commissioners of Hendricks County, State of Indiana, hereby agree that the contract made by and between said Commissioners and W.G. McAdoo, Director General of Railroads, operating Cleveland, Cincinnati, Chicago and Saint Louis Railroad, on the 5th day of December, 1918, concerning the use by said commissioners of the side tracks of said Railroad Company be continued for One Year from the 5th day of December, 1919, to the 5th day of December, 1920.

Witness our hands this 20th day of December, A.D. 1919.

J. D. Brickert.
C. B. Phillips
John G. Shelton..

In the Matter of Contracts for Supplies
For the Court House and County Home.

Comes now the Auditor and files the Affidavits of Alvin Hall and Julian D. Hogate Editors of the Danville Gazette and The Hendricks County Republican respectively, which Affidavits with notices attached are in words and figures as follows, to-wit: (H.I.) From which Affidavits it appears to the satisfaction of the Board that said notices were duly published in said papers on the day of December 1919.

And now the hour of 10 o'clock on the 20th day of December 1919 up to which time it was provided in said notices that bids would be received having arrived the said Board proceeds to open bids filled in the presence of the bidders and the general public. And the Board finds that each of the said bids are accompanied by a good and sufficient bond as required by law.

And the Board further finds that the bid of Wm. B. Burford is the lowest and best bid on stationery classes 1 and 3 which bids are in words and figures as follows, to-wit. (H.I.).

It is therefore ordered that the bid of Wm. B. Burford on stationery classes 1 and 3 be and the same are hereby accepted and now the Board enters into a contract with the said Wm. B. Burford and approves the Bond filed with said bid which Contract and Bond are in words and figures as follows, to-wit. (H.I.)

Special Session Dec. 20th, 1919.

And the Board further finds that the bid of Julian D. Hogate for stationery classes 2 and 4 is the lowest and best bid and should be accepted. It is therefore ordered by the Board that the bid of Julian D. Hogate be and the same is hereby accepted and his bond approved and now the Board enters into a contract with the said Julian D. Hogate which Contract and Bond are in words and figures as follows, to-wit: (H.I.)

And now in the matter of the supplies of the County Home the Board finds that the bid of the Schwartz Department Store for clothing and Dry Goods and that of the Thompson Drug Company for drugs and W. T. Pierson for Groceries are the lowest and best bids and the same are hereby accepted and the accompanying bonds are approved and accepted.

And now the Board enters into a contract with the above named persons and the above named bonds and contracts are in words and figures as follows, to-wit: (H.I.)

Ordered that the Board do now Adjourn.

Attest;

Auditor Hendricks County.

Special Session Dec. 29th. 1919.

Monday morning Dec. 29, 1919.

The Board of Commissioners of Hendricks County, Indiana, are met in special session, in the room of the Commissioners in the Court House in the town of Danville, Indiana.

Present:- John D. Brickert, C. B. Phillips and John G. Shelton, all members of said Board.

The following proceedings were then had to-wit:-

See Read Record Number 10.

See Claim and Allowance Record Number 2.

In the Matter of the
Appointment of Constable.

Comes now The Brownsburg Detective Company No. 185 and petitions said Board to consider Constable Powers for the following named person, of said Company, Ray Ottinger.

And the Board being fully advised in the premises now confers Constable Powers upon the above named person.

And now the Auditor is ordered to issue certificate of Appointment accordingly.

In the Matter of the Appoint-
ments for the year 1920.

And now the Board after due consideration makes the following appointments, viz:

County Attorneys:	Carey W. Gaston.
County Physician	Dr. W. T. Lawson.
County Supt. of Highways	Wilson J. Loy.
County Ditch Comm.	James Haynes

And now the Board enters into a contract with the said Carey W. Gaston, which contract is in the words and figures as follows to-wit:

COUNTY ATTORNEY CONTRACT.

This agreement, made and entered into this 29th day of December, 1919, by and between the Board of Commissioners of Hendricks County, Indiana, party of the first part, and Carey W. Gaston, party of the second part, Witnesseth: That said party of the first part have this day employed the party of the second part as County Attorney for the period ending December 31st, 1920, for the sum of Five Hundred (\$500.00) Dollars for said term, payable in installments of One Hundred twenty five (\$125.00) dollars each.

Said second party hereby accepts said appointment and agrees to give all requisite legal advice which may be called for or required by said Board of Comm-

Commissioners, by the County Council, and other county officials of said county, including the Superintendent and Matron of the County Home in in the proper discharge of the duties required of them by law.

Said second party further agrees to meet with the said Board of Commissioners at all their meetings and agrees to prepare all contracts entered into by said Board, or any other officer of said county, and to prepare all resolutions, ordinances and orders for the County Council, and to otherwise advise any county official in the proper performance of his duties of office when called upon so to do.

It is further agreed between the parties hereto that in all cases where the said Board or any officer of said county shall become the plaintiff or defendant in any form of litigation whatsoever, such litigation involving a trial of law or fact, then said Board shall pay to said second party such compensation for such duties as the parties hereto shall deem reasonable and just.

It is further agreed that in all matters coming before said Board of Commissioners, or any officer of said County, that the said Board may when the same shall be deemed necessary retain additional counsel.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this 29th day of December, A.D. 1919.

C. B. Phillips

Jno. G. Shelton.

J. D. Brickert.

Board of Commissioners of Hendricks County,
Indiana, party of the first part.

Carey W. Gaston

Party of the Second part.

Attest: C. M. Havens.
Auditor.

Ordered that the Board do now adjourn.

Board of Commissioners Hendricks County.

Attest: C M Havens Auditor.

J. D. Brickert

Janurary Term, 1920.

Monday Morning, Jan. 5th, 1920.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the room of the Commissioners in the town of Danville, Indiana, it being the first monday in said month.

Present: John D Brickert, C B Phillips and John G Shelton all members of said Board.

The following proceedings were then had to-wit:-

See Claim and Allowance Record Number 2.

See Road Record Number 10.

And now the Board reorganizes and elects Clarence B Phillips, President for the ensuing year.

In the Matter of John D Brickert

Filing his Certificate of Election.

Comes now John D Brickert and having filed his Certificate of Election and oath of office as County Commissioner for the second term and District which said certificate and oath are in words and figures as follows, to-wit:-

CERTIFICATE OF ELECTION OF COUNTY COMMISSIONER.

See R. S. Sec. 4721.

STATE OF INDIANA

SS

HENDRICKS COUNTY

I, Ashbel P. W. Bridges, Clerk of the Circuit Court within and for said County, in accordance with Section 4721, Revised Statutes of Indiana, do hereby certify that at a general election held in said County of Hendricks, on the first Tuesday after the first Monday in November, 1918, the Board of Commissioners of said County, duly organized on Tuesday, the ____ day of November, ____, declared John D Brickert to be elected Commissioner of the Second District, in said County.

WITNESS, my name and seal of said Court, this 6 day of Nov, 1918

Ashbel P W Bridges

Clerk Circuit Court.

STATE OF INDIANA

SS

HENDRICKS COUNTY

I, John D Brickert, swear that I will support the Constitution

Janurary Term, 1920.

of the United States and of the State of Indiana, and that I will faithfully and impartially discharge my duties as a member of the Board of Hendricks County Commissioners for the term for which I am elected to the best of my ability.

John D Brickert

Subscribed and sworn to before me this 1st day of January

Ashbel P W B ridges

Clerk Circuit Court. H. C.

In the Matter of the Apprval of the
Auditor's and Treasurer's Annual Report.

Comes now the Auditor and Treasurer and presents to the Board their written reports and receipts and expenditures for the year ending December 31st, 1919, which said reports are duly examined and approved by the Board, on this 5th day of Janurary, 1920.

Said reports are in words and figures as follows, to-wit:-
(See Auditor's and Treasurer's Monthly Balance Records for Copies.)

In the Matter of the Assessor's
Books for the year 1920.

Whereas, in the opinion of the Board of Commissioners of Hendricks County, Indiana, to better enable the Township Assessor's to secure all the taxable property in the county, it is deemed an indespensible public necessity that said Assessor's be furnished books containing descriptions of real estate in said county to-gether with the names of persons paying taxes on personal property only.

Wherefore, it is ordered by said board that Chas. A. White, Auditor of said County, be and he is hereby instructed and employed to make a book of each civil township and corporation in said county, containing descriptions of real estate, to-gether with the names of all persons paying taxeson personal property only, as the same appears on the tax duplicate for the last preceeding year, for which services the Board will pay the said Auditor the just and reasonable sum of \$ 200.00.

C B Phillips

John G Shelton

John D Brickert

Board of Commissioners Hendricks County.

I here by accept the above mentioned employment.

Chas A White Auditor.

January Term, 1920.

In the Matter of the Sale of Lands

And Lots returned delinquent and

And for the posting of Notices.

Whereas, in the opinion of the Board of Commissioners of Hendricks County, Indiana, in accordance with the law of the State of Indiana, for the collection of delinquent taxes, it is deemed and indispensable public necessity that a copy of the list of lands and lots returned and remaining delinquent for taxes be posted at the Court House door and one copy in each of the townships in said County.

Wherefore it is ordered by the Board of Commissioners that Chas A. White, Auditor of said County, be, and he is hereby employed and instructed by law to post a copy of said lists of lands and lots returned and remaining delinquent for taxes in each of the civil townships in said County, for which services the said Board will pay the said Auditor the just and reasonable sum of \$25.00.

C B Phillips

John G Shelton

John D Brickert

Board of Commissioners Hendricks County.

I hereby accept the above mentioned employment.

Chas A. White

Auditor of Hendricks County.

In the matter of Posting of Notices

of the filing of a Petition for the

Improvement of a Highway under the County Unit Law.

Whereas, in the opinion of the Board of Commissioners of Hendricks County, Indiana, and pursuant to an act passed by the General Assembly of Indiana, and Approved March 11th, 1919, and act entitled / County Unit Highways it is necessary for the Auditor under the law to post notices in each civil township in said County and at the court house door and

Ordered that the Board do now adjourn.

Ordered that the Board now adjourn.

John G. Shelton
J. D. Brickert

Board of Commissioners of Hendricks County.

Board of Commissioners of Hendricks County, Indiana.

Monday February 2, 1920.

The Board of Commissioners of Hendricks County are met in regular session in the Commissioners Room of the Court House in the Town of Danville Indiana, it being the first Monday in said Month.

Present: John D. Brickert, John G. Shelton and C.B. Phillips all members of said Board.

The following proceedings were then had to-wit:

See Claim and Allowance Record for claims allowed.

See Road Record #10 for action on roads.

All other matters are continued.

It is ordered that the Board adjourn until February 12, 1920.

Board of Commissioners

Attest:

The Board of Commissioners of Hendricks County are met in Special Session in the Commissioners Room of the Court House in the town of Danville, Ind., it being the First

Present: John D. Brickert, John G. Shelton and C.B. Phillips all members of said Board.

The following proceedings were then had to-wit;.

See Road Record #10 for act on roads.

And it is ordered that the Board adjourn.

John G. Shelton
J. D. Brickert

Board of Commissioners.

Attest:

March Term 1920.

Monday March 1, 1920.

The Board of Commissioners of Hendricks County are met in regular session in the Commissioners Room of the Court House in the town of Danville, Ind., it being the first Monday in said month.

Present: John D. Brickert, John G. Shelton and C.B. Phillips all members of said Board.

The following proceedings were then had to-wit:

See claim and allowance Record for claims allowed.

See Road Record #10 for action on roads.

In the Matter of the Construction of Bridges.

Comes now J.P. Johnson Surveyor of Hendricks County, Indiana, and presents to the Board of Commissioners, profiles, plans and specifications for the construction of each of the following bridges in said Hendricks County, Indiana to-wit:

Brown Bridge in Franklin Township

Love " " Liberty "

Stanley " " " " "

Joshua Hadley Bridge in Liberty and Center Townships.

Parnell in " " Washington "

Long " " eel River Township

Wiley Bridge in Center Township

Barker or Boker Bridge in Guilford Township

ensminger Bridge in Center Township

Mud Creek Bridge in Franklin Township.

And the Board having examined said profiles, plans and specifications, and being fully advised and informed in the premises, hereby approves and adopts said profiles, plans and specifications and the same are now hereby ordered filed deposited in the office of the Auditor of said County, and the Auditor of said County is hereby directed to give proper notice for securing sealed bids for the construction of said bridges in accordance therewith.

And it is ordered that the Board now adjourn.

March Term 1920.

In the Matter of election Precincts.

In pursuance of the law in such cases made and provided, the Board of County Commissioners of Hendricks County, Indiana, now proceed to make the following changes in the voting precincts of said Hendricks County, to-wit:

Center Township.

It is ordered by the Board that Precinct No. 2 in Center township, Hendricks County, Indiana, be changed as follows, to-wit: Commencing in the center of the crossing of the halls in the Court House in the Town of Danville, Indiana, thence West to the center of Jefferson Street in said town of Danville, thence North in the center of said Jefferson Street to the center of Main Street in said Town, thence West on and along the center of Main Street to the corporation line of said Town, thence in a westerly course on and along the Rockville Road to the line dividing Center township to the Northwest corner of Center township, thence east on the North line of Center township to the Northeast corner of Section 16, Township 16 North, Range 1 West, thence South on the section line dividing sections 15 and 16, 21 and 22, 27 and 28, 33 and 34, Township 16 North Range 1 West in the center east and West, thence West on said line to and on a line with an alley running North from the center of the Court House in the Town of Danville, thence South on said line to the center of the crossings of the halls in the Court House and to the place of beginning.

March Term.

In the Matter of the
Appointment of Constables.

Comes now the Brownsburg Detective Co. #185 and petition the Board to consider constable powers for Ward Henderson and Willie Gibbs.

And the Board being fully advised in the premises, now confers constable powers upon said Ward Henderson and Willie Gibbs.

And the Board now orders the Auditor to issue certificates of appointment to said Ward Henderson & Willie Gibbs in accordance with the decision of the Board.

And it ordered that the Board adjourn until March 16, 1920.

Board of Commissioners.

Attest:

Special Session March Term 1920.

The Board of Commissioners are met in Special Session in the Commissioners Room of the Court House in Hendricks County, Indiana.

Present: John D. Brickert, John G. Shelton and C.B. Phillips, members of the said Board.

The following proceedings were then had to-wit:

See Road Record #10 for action on roads.

Ordered that the Board do now adjourn.

John G. Shelton
J. D. Brickert

Board of Commissioners

Attest:

April Term 1920.

April 5, 1920.

The Board of Commissioners of Hendricks County are met in regular session in the Commissioners room of the Court House in the Town of Danville, Indiana, it being the first Monday in said Month.

Present: John D. Brickert, John G. Shelton and C.B. Phillips all members of said Board.

The following proceedings were then had to-wit:

See Claim and Allowance Record for claims allowed.

See Road Record #10 for action on roads.

**In the Matter of letting of Contracts
for Bridges.**

Comes now the Auditor and presents to the Board that the affidavits of Alvin Hall and Julian D. Hogate, Editors and Publishers of the Danville Gazette and the Hendricks County Republican, respectively, which affidavits are in the words and figures as follows, to-wit:- (H.I.)

From which affidavits it appears to the Board that due notice of the time and place of receiving bids was duly given by publication in said papers for two weeks successively, the first of which publications was on the 11th day of March 1920 and the last on the 18th day of March 1920.

And the hour of 10:15 o'clock A.M. on the 5th day of April 1920, having arrived, up to which time it was provided in said notice that bids would be received, the Board proceeds to open said binds in the presence of the bidders and the general public.

The Board finds bids on file as follows:
Bid of Oliver J. Larkin:

Brown Bridge in Franklin Township	\$1100.00
Love Bridge " Liberty "	1200.00
Stanley Bridge in " "	1600.00
Joshua Hadley Bridge in Liberty and Center Township	1700.00
Parnell Bridge in Washington Township	1400.00
Long Bridge in Eel River Township	600.00
Wiley Bridge in Center Township	1850.00
Barker or Bocker Bridge in Guilford Township	1750.00
Ensminger Bridge Center Township	2000.00
Mud Creek Bridge in Franklin Township	5600.00
total	18800.00

This bid submitted on the Luten for the Mud Creek Bridge.

This bid is submitted on the basis that I am awarded all of said named Bridged and if not all are awarded to me on this bid I will not accept any.

Oliver J. Larkin

Bid of Otis Kirtley.

Barker Bridge in Guilford Township	\$1694.94
Love Bridge in Liberty Township	1021.40
Stanley Bridge in Liberty Township	1346.19
Parnell Bridge in Washington Township	1333.88

Otis Kirtley

Bid of Glen Brown.

Joshua Hadley Bridge in Liberty Township and Center Township	\$1900.00
Ensminger Bridge in Center Township	2000.00
Wiley Bridge in Center Township	1200.00
Parnell Bridge in Washington Township	1650.00
Barker Bridge in Guilford Township	2130.00
Stanley Bridge in Liberty Township	1300.00
Love Bridge in Liberty Township	1050.00
Brown Bridgr in Franklin Township	1100.00
Long Culvert	600.00

I will build and construct all of the above named bridges and culverts for the sum of \$12,600.00, but this must include all or none.

Glen Brown

The Board finds that all bids are accompanied by a good and sufficient bond, as required by law.

And now the Board after due examination of said bids, finds that the bid of Oliver J. Larkin for the construction of the ten bridges in his bid, and should be accepted.

It is therefore ordered by the Board that the bid of Oliver J. Larkin in the sum of \$18,800.00, be, and the same is hereby accepted. And now the Board approves the bond of Oliver J. Larkin and enters into a contract with the said Oliver J. Larkin, which bond, approval and contract are in words and figures as follows, to-wit;

COUNTY CONTRACTOR'S BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, Oliver J. Larkin, as Principal, and the Fidelity & Deposit Company of Maryland, Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Indiana, in the penal sum of Twenty Thousand (\$20,000.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 3rd day of April 1920.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that WHEREAS, the Board of County Commissioners of Hendricks County, Indiana is about to let contracts for the construction of certain bridges, known as:-

Parnell Bridge in Washington Township,
Hadley Bridge in Liberty & Center Township
Ensminger Bridge in Center Township

Love Bridge in Liberty Township
 Barker Bridge in Guilford Township
 Stanley Bridge in Libtery Township
 Brown Bridge in Franklin Township
 Wiley Bridge in Center Township
 Klotz Bridge in Brown Township
 Mud Creek Bridge in Franklin Township.

all in Hendricks County, Indiana, aggregating a total of \$19,950.00(nineteen Thousand Nine Hundred Fifty Dollars).

NOW THEREFORE, the above named and bounden Oliver J. Larkin has filed bids for said work with the Auditor of the County; NOW THEREFORE, if said Board of Commissioners shall award said Oliver J. Larkin the contracts, or any of them, and the said Oliver J. Larkin, shall promptly enter into contract, or contracts, with the said Board of Commissioners for the said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the said Board of Commissioners and according to the time, terms and conditions specified in said contract to be entered into, and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding of laborers thereon, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

Oliver J. Larkin

Subscribed and sworn to before me Auditor in and for the County of Hendricks, State of Indiana, this 5th day of April 1920.

Chas. A. White (LS)
 Auditor.

FIDELITY and DEPOSITE COMPANY OF
 MARYLAND

(LS)

By John S. Hunt
 Attorney in fact.

STATE OF INDIANA, COUNTY OF MARION, SS:

On This 3 day of April A.D. 1920, before the subscriber a Notary Public of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came John S. Hunt, Attorney in fact of the Fidelity and Deposit Company of Maryland, to me personally known to me to be the individual described in, and who executed the preceeding and foregoing instrument, and who acknowledged the execution of the same, and being by me duly sworn, deposes and says that he is the said attorney-in-fact for the company aforesaid, and that the seal affixed to the foregoing instrument is a corporate seal of said company and that said corporate seal and his signature was duly affixed and subscribed to the said instrument by the authority and direction of the said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

Helen M. Hannan (LS)
 Notary Public

Approved April 5, 1920.

C.B. Phillips

Jno. G. Shelton

J.D. Brickert

CONTRACT.

For the construction of the Cement Bridges in Hendricks County, Indiana.

This agreement made and entered into by and between Oliver J. Larkin of Coatesville, Hendricks County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County, in the State of Indiana party of the second part.

WITNESSETH:

That on the 5th day of April A.D. 1920, the said Board of Commissioners received bids for the construction of the ten bridges as named and designated in the notice of letting the same being located in Hendricks County and the said Oliver J. Larkin being declared the lowest and best responsible bidder, the contract was awarded to the said Oliver J. Larkin for the amount of his bid, viz: \$18,800.00 and the said party of the first part now covenants and agrees to build and construct said bridges in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the viewers and engineer for said road, now on file in the office of the Auditor of said County said reports, specifications and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written, and said first party's bid is made a part of this contract as to all the specific items therein contained.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The part of the first part further agrees to construct and build said improvement and have the same completed on or before the 15th day of November A.D. 1920 and in the event said improvement of said bridges shall not be completed, finished and ready for acceptance by the party of the second part on or before said 15th day of November A.D. 1920, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of the said Hendricks County of the use of said road from and after said 15th day of November A.D. 1920 the sum of twenty five dollar (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty five dollars (25.00) per day

shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for labor, materials and sub-contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

To all covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF the said Board of Commissioners of Hendricks County have also signed and approved this contract this 5th day of April A.D. 1920.

Oliver J. Larkin
Party of the First Part.

C.B. Phillips

Jno G. Shelton

J.D. Brickert
Board of Commissioners of
Hendricks County

Attest: Chas. A. White

Auditor of Hendricks County.

April Term 1920.

In the Matter of the
Appointment of Constables.

Comes now the Brownsburg Detective Co. #185 and petitions the Board to consider constables powers for Ward Henderson and Willie Gibbs.

And the Board being fully advised in the premises now confers constable powers upon said Ward Henderson and Willie Gibbs.

And the Board now orders the Auditor to issue certificates of appointment to said Ward Henderson and Willie Gibbs in accordance with the decision of the Board.

In the Matter of Granting Additional Aid.

Finley Franklin, Trustee of Liberty Township petitions the Board to grant him permission to extend additional aid to Sarah Holt and Effie Crow.

The Board grants permission to said Finley Franklin as asked for in said petition.

In the Matter of Appointment of Constables.

Comes now the number one Horse Thief & Felon Detective Co. #168 and petitions said Board to consider constable powers for Waldo Kenworthy.

And the Board being fully advised in the premises now confers constable powers upon said Waldo Kenworthy.

And the Board now orders the Auditor to issue a certificate of appointment to said Waldo Kenworthy in accordance with the decision of the Board.

In the Matter of Supplies
for the County Home.

The Board after examining proofs of publication of notice of receiving bids in the above cause, now opens sealed bids in the presence of the general public.

The Board finds the bids of W.T. Pierson for groceries and of Danville Dry Goods Co. for dry goods to be the lowest and best and should be accepted.

And after examining and approving the bonds accompanying the bids the proposals are accepted by the Board.

Which bids, bonds, approval and acceptance are as follows, to-wit: (H.I.)

April Term 1920.

The following were named as Superintendents of Bridge Construction,

to-wit:

Joshua Hadley Bridge	Joshua Hadley
Ensminger "	John Whyte
Wiley "	X
Brown "	X
Love "	X
Mud Creek "	X
Long "	X
Stanley "	X
Barker "	Charles Bridges
Parnell "	X

In the Matter of the appointment to

Scholarship in Purdue University.

The Board now appoints Mary Edwards and Glendon Searce to
Scholarship at Purdue Univeristy.

Further the board appoints as first alternate

Ordered that the Board now adjourn.

C.B. Phillips

Jno. G. Shelton

J.D. Brickert

Board of Commissioners

Attest:

Auditor of Hendricks County.

May Term 1920.

In the Matter of the Contract with the
Cleveland, Cincinnati, Chicago and Saint Louis
Railroad Company for the use of the Side Track of
F.S. Switch East of Danville.

Comes now the Board of Commissioners of Hendricks County, Indiana, and it
appearing that it would be for the best interests of the said County of Hendricks and
State of Indiana, to enter into a contract for the use of the F.S. Switch East of
Danville, Indiana, with the above named Railway Company as the same is submitted by said
Railway, it is therefore ordered by the Board that such contract be executed, which is
according done and which contract is in the following words and figures, to-wit: (H.I.).

The Board of Commissioners of Hendricks County are met in regular session in
the Commissioners Room of the Court House in the Town of Danville, Indiana it being the
1st Monday in May.

Present: John D. Brickert, John G. Shelton and C.B. Phillips all members of
said Board.

The following proceedings were then had to-wit:

See Claim & Allowance Record for claims allowed.

See Road Record #10 for action on roads.

All other matters are continued.

It is ordered that the Board now adjourn.

John G. Shelton
J. D. Brickert

Board of Commissioners.

Attest:

June Term. 1920.

Monday June 3rd, 1920.

The Board of Commissioners of Hendricks County are met in regular session in the Commissioners Room of the Court House in the Town of Danville Indiana, it being the first Monday in said Month.

Present: John D. Brickert, John G. Shelton and C.B. Phillips all members of said Board.

The following proceedings were then had to-wit:

See Claim and Allowance Record for claims allowed.

See Road Record #10 for action on roads.

In the Matter of the Construction of Bridges.

Comes now J.P. Johnson Surveyor of Hendricks County Indiana and presents to the Board of Commissioners, profiles, plans and specifications for the construction of each of the following bridges in said Hendricks County Indiana to-wit:

Cooper Bridge in Liberty Township and Franklin Township

Mitchell Bridge in Liberty Township.

Bridge on Garner road in Brown Township

Hughes Bridge in Lincoln Township.

Long Bridge in Brown Township.

And the Board having examined said profiles, plans and specifications and being fully advised and informed in the premises, hereby approves and adopts said profile and specifications and the same are now hereby ordered filed and deposited in the office of the Auditor of said County and the Auditor of said County is hereby directed to give proper notice for receiving sealed bids for the construction of said bridges in accordance therewith.

In the Matter of the petition of

J.M. Dowden et al to Maintain and

Clean the Armstrong Ditch in Union Township,

Hendricks County, Indiana, under the Law of 1917.

Comes now J.M. Dowden and others and present and file their petition to maintain and Clean what is known as the Armstrong Ditch in Union Township, Hendricks County Indiana, under the law of 1917, which petition is in the following words and figures, to-wit: (H.I.).

And the Board, having examined said petition and finding the same in due form, and being duly advised and informed in the premises doth find that the facts alleged and set forth in said petition are true

It is therefore ordered by the Board that ~~that~~ portion of what is known as the Armstrong Ditch in Union Township, Hendricks County, Indiana, be maintained and cleaned out pursuant to the laws of 1917.

In the Matter of the petition of John Hill et al
to Maintain and Clean the Barnett Ditch in Union
Township, Hendricks County, Indiana, under the
Law of 1917.

Comes now John Hill and others and present and file their petition to maintain
and Clean what is known as the Barnett Ditch in Union Township, Hendricks County, Indiana
under the law of 1917, which petition is in the following words and figures, to-wit:
(H.I.).

And the Board, having examined said petition and finding the same in due form
and being duly advised and informed in the premises, doth find that the facts alleged and
set forth in said petition are true.

It is therefore ordered by the Board that that portion of what is known as the
Barnett Ditch in Union Township, Hendricks County Indiana, be maintained and cleaned
out pursuant to the laws of 1917.

In the Matter of
increasing the salary of the County Superintendent.

The Board finds that this petition has been signed by more than four hundred
(400) freeholders of the County and by a majority of the Township Trustees of the
County and the salary of the County Superintendent is thereby increased by the amount
recommended by the said Trustees, -viz.: One thousand dollars (\$ 1000.00) per year, be-
ginning June 7, 1920.

It is ordered that Board adjourn until 10 o'clock A.M. June 12, 1920.

Geo G. Shelbow
J. H. Brickett

Board of Commissioners.

Attest:

June Term 1920.

Saturday June 12, 1920.

The Board of Commissioners of Hendricks County are met in Special Session in the Commissioners room of the Court House in the Town of Danville Indiana, it being the second Saturday of the month.

Present: John D. Brickert, John G. Shelton and C.B. Phillips all members of said Board.

The following proceedings were then had to-wit:

~~See Claim and Allowance Record for claims allowed.~~

See Read Record #10 for action on roads.

In the Matter of a Vacancy in the
Office of Township Trustee of
Center Township.

A vacancy on account of the death of Charles M. Parker occuring in the office of Township Trustee of Center Township, Hendricks County, Indiana, I, Charles A. White, Auditor, do hereby appoint Robert T. Arnold to be Township Trustee of said township.

Chas. A. White

Charles A. White

Auditor.

Dated June 30th, 1920.

Ordered that the Board now adjourn.

John G. Shelton
J. D. Brickert

Board of Commissioners Hendricks County.

July Term 1920

The Board of Commissioners of Hendricks County are met in regular session in the Commissioners room of the court house in the town of Danville, Indiana, it being the first Tuesday, the 6th of July, having been postponed from Monday, July 5th because of its being a legal holiday.

Present: John D. Brickert, John G. Shelton, and C. B. Phillips, all members of said Board.

The following proceedings were then had, to wit:

See claim and allowance Record for claims allowed.

See Road Record #10 for action on roads.

In the Matter of the appointment
of Constables in County

Commes now the petition of the New Winchester Horse Thief Detective Association, asking that the following named members of the association be granted constable powers, to wit: Ollie West, Ralph McCoun, Charles Smith, Asberry Mood, Frank Zimmerman, B. H. Gowin, Ed. Washburn, Homer Ramsey, and Ollie Blanton, all members of the New Winchester Horse Thief Detective Association # 244.

Comms also the petition of the Brownsburg Horse Thief Detective Association #185, asking that Robert Simms be granted constable powers.

And the Board being fully advised in the matter, grants the petitions and orders the Auditor to issue certificates of appointment as constable to each of the above named, and the Board now also orders this action spread of record.

In the Matter of the Report of
the Hendricks County Board of Charities.

Comes now Mrs. David Hadley, Secretary of the Hendricks County Board of Charities and makes a report to the Board of Commissioners of the result of said Board of Charities' investigation of the condition and needs of the penal and benevolent institutions belonging to said County. And the Board carefully examines said report and orders it filed in the Auditor's office.

In the matter of the report of
the Board of State Charities.

Comes now the Auditor and presents to the Board of Commissioners, the report by the Board of State Charities, of the investigation of the condition of the Hendricks County penal and benevolent institutions. The Board of Commissioners notes the reference to the need of interior refinishing at the County Home and decides that this should be done. And now the Board orders the report filed in the Auditor's office.

July Term, 1920

In the Matter of Additional
Aid for Guilford Township Poor

Comes now A. P. Barlow, Trustee of Guilford Township, in Hendricks County, Indiana, and files in duplicate, as provided by Acts 1899, Page 121, from which it appears that Mrs Wilder, Mrs. Pfaff, and Mrs. Brewer are poor people and are in need of relief, and that within the past year they have received relief from said township to the extent of \$15.00 each.

And the Board being fully advised in the premises now authorizes the said trustee to extend to the above named poor people further relief to the extent of \$15.00 each.

In the Matter of Supplies for
County Poor Farm.

Comes the Board and after examination of proofs and notices as required by law, examines the bids on file for supplying of Dry Goods, Groceries, and Drugs to the County Home for the term ending September 30, 1920.

The Board finds that the bid of the Schwartz Dept. Store for Dry goods, and that of W. T. Pierson for groceries, and of the Thompson Drug Co. for drugs are the lowest and best bids and should be accepted.

It is therefore ordered by the Board that said bids be accepted and the same are hereby accepted.

And the Board enters into contract with each of said bidders, which contracts are in words and figures as follows, to wit: (H.I.)

And now the bonds of said successful bidders are approved by the Board, which bonds are in words and figures as follows, to wit: (H.I.)

In the Matter of Coal Letting

Comes now the Auditor and produces proofs of publication in the above cause as required by law, and also comes the Auditor with the bid and bond of E. D. Courtney to supply the County with 600 tons of coal, this being the only bid filed. Said bid is as follows:

Five dollars & eighty five cents (\$5.85) per ton for approximately six hundred (600) tons of one & one quarter ($1\frac{1}{4}$) inch screened Indiana lump, F.O.B. Danville, Indiana. Mine weight to govern settlement. Any demurrage is to be paid by the County. Strikes, car shortage or any cause beyond my control shall not make this contract binding on me.

And the Board finds that the bid of E. D. Courtney is the lowest and ~~best~~ best bid and should be accepted and the same is hereby accepted. The bond of said E. D. Courtney is now examined and approved by the Board.

And now the Board enters into contract with E. D. Courtney, which contract is in words and figures as follows, to wit: (H.I.)

Ordered that the Board now adjourn.

Wm G Shelton
J D Brickett

August Term 1920.

~~In the Matter of the Petition of
Calvin Cutrell et al for the
Improvement of a Public Highway in
Washington Township, Hendricks
County Indiana.~~

~~Come ndw the petitioners in the above entitled matter, and comes also the
Auditor of Hendricks County, Indiana, and the hour having arrived for the opening of
bids for the construction of the above entitled improvement the Auditor presents the
proofs of publication of notice given in the " Republican " and " Danville Gazette ", which
proofs are as follows, to-wit: (H.I.). And it appearing that no notice of letting was
given in a daily newspaper published at the city of Indianapolis and of general
circulation throughout the state of Indiana it is therefore ordered by the Board that
the Auditor give notice of letting in the above entitled matter as by law provided for
Saturday, August 7th, 1920 and further proceedings herein are continued.~~

August Term 1920.

In the matter of letting the
contracts for bridges.

Comes now the Auditor and presents to the Board the affidavits of Alvin Hall and Julian D. Hogate, editors and publishers of the Danville Gazette and the Hendricks County Republican, respectively, which affidavits are in the words and figures as follows to-wit: (H.I.)

From which affidavits it appears to the Board that due notice of the time and place of receiving bids was duly given by publication in said papers for 2 weeks successively, the first of which publications was on the 10th day of June 1920 and the last on the 17th day of June 1920.

And the hour of 10:00 o'clock A.M. on the 6th day of July 1920, having arrived, up to which time it was provided in said notice that bids would be received, the Board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds bids on file as follows:

Bid of Bascom O'Hair.

Mitchell Bridge in Liberty Township	\$3388.90
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Bid of Otis Kirtley:

Mitchell Bridge " "	\$2,950.00
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Bid of D.H. Fatout:

Hughes Bridge in Lincoln Township	\$5990.00
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Garner Road Bridge in Brown Township	600.00
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Bid of Robt. H. King :

Hughes Bridge in Lincoln Township	\$5975.00
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Cooper Bridge in Liberty Township	\$6500.00
-----------------------------------	-----------

Mitchell Bridge in " "	\$3450.00
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The Board finds that there was no bid filed for the construction of the Long Bridge in Brown Township.

The Board finds that all bids are accompanied by a good and sufficient bond, as required by law.

And now the Board after due examination of said bids, finds that the bid of D.H. Fatout for the Hughes Bridge and the Garner Road Bridge and the bid of Robt. H. King for the construction of the Mitchell and Hughes Bridges are the lowest and best bids for said bridges and should be accepted.

It is therefore ordered by the Board that the bid of D.H. Fatout in the sum of \$6590 for the construction of Cooper and Garner Road Bridges, and the bid of Robt. H. King in the sum of \$9950 for construction of Mitchell and Hughes bridges be and the same are hereby accepted. And now the Board approves the bonds of D.H. Fatout and Robt. H. King and enters into a contract with the said D.H. Fatout and Robt. H. King, which bonds, approval and contracts are in the words and figures as follows to-wit:

BOND of D.H. Fatout.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned D.H. Fatout of Marion County, Indiana, principal, and the United States Fidelity & Guaranty Company, surety of Baltimore Md., are firmly bound unto the State of Indiana in the penal sum of Sixty five hundred ninety and no/100 (\$6590.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 6th day of July 1920.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of the Hughes Bridge and the bridge on the Garner Road.

And whereas the above named D.H. Fatout has filed a bid for said work with the auditor of the County: Now therefore, if the said Board of Commissioners shall award him the contract for said work and the said D.H. Fatout shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

United States Fidelity and Guaranty Company	(Seal)	D.H. Fatout	(Seal)
John E. Messick, Atty-in-fact	(Seal)		(Corporate Seal)

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, a notary public in and for said County personally appeared D.H. Fatout and the United States Fidelity & Guaranty Company by and thru John E. Messick, attorney in fact for said company and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness, my hand and notarial seal, this 6th day of July A.D. 1920.

My commission expires May 8, 1923	(Seal)	John T. Hume
		Notary Public

Accepted and approved July 6th 1920.

C.B. Phillips
Jno. G. Shelton
J.D. Brickert
Board of Commissioners of Hendricks County

CONTRACT.

For the construction of the Hughes Bridge for \$5999.00 and the Bridge on the Garner Road for \$600.00.

This agreement made and entered into by and between D.H. Fatout of Marion County Indiana, Indiana party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana party of, the second part,

WITNESSETH:

That on the 6th day of July A.D. 1920 the said Board of Commissioners received

bids for the construction of the bridges named in the notice of letting for July 6th, 1920 the same being located in Hendricks County and the said D.H. Fatout being declared the lowest and best responsible bidder, the contract was awarded to the said D.H. Fatout for the Hughes bridge and the Bridge on the Garner Road for the amount of his bid, viz; \$6590.00 and the said party of the first part now covenants and agrees to build and construct said bridge in all respects in accordance with and conformable to the specifications, plans and profile, now on file in the office of the Auditor of said County which said specifications and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or materials is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of first part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of December A. 1920 and in the event said improvement shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of December A.D. 1920 then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated then damages for the non-completion of said work and for the deprivation on the part of the public of the said Hendricks County of the use of said road from and after said 1st day of December A.D. 1920, the sum of twenty five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911 Acts of 1911 Page 437 for a period of thirty days or until proof be made of the payment for all labor, materials, and sub-contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant

of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

To all covenants, conditions and stipulations of this contract the said parties severally bind themselves their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seals this day and year hereinafter mentioned and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract this 6th day of July A.D. 1920.

D.H. Fatout

Party of the first Part

C.B. Phillips

Jno. G. Shelton

J.D. Brickert

Board of Commissioners of
Hendricks County

BOND. of Robert H. King.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Robert H. King of Hendricks County, Indiana, principal, and the United State Fidelity & Guaranty Company of Baltimore Md., Surety, are firmly bound unto the State of Indiana in the penal sum of Ninety nine hundred fifty and no/100 (\$9950.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 6th day of July 1920.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas, the Board of Commissioners of Hendricks County Indiana are about to let a contract for the construction of the Cooper Bridge and the Mitchell Bridge.

And whereas the above named Robert H. King has filed a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said Robert H. King shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

By John E. Messick atty.- in fact. (Corporate Seal) Robert H. King (Seal)

STATE OF INDIANA, COUNTY OF HENDRICKS, SS:

Before me, the subscriber, a notary public in and for said County personally appeared Robert H. King and the United States Fidelity and Guaranty Company by and thru John E. Messick, attorney in fact for said company and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and notarial seal, this 6th day of July A.D. 1920.

My comm. expires May 8, 1923.

(Seal)

John T. Hume

Notary Public.

Accepted and approved July 6th 1920.

Jno. G. Shelton

C.B. Phillips

J.D. Brickert

Board of Commissioners of
Hendricks County.

CONTRACT. of Robert H. King.

For the construction of the Cooper Bridge for \$6500.00 and the Mitchell Bridge for \$3450.00.

This agreement made and entered into by and between Robert H. King of Hendricks County, INdiana, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

Witnesseth:

That on the 6th day of July A.D. 1920 the said Board of Commissioners received bids for the construction of the construction of the Cooper Bridge and the Mitchell Bridge the same being located in Hendricks County and the said Robert H. King being declared the lowest and best responsible bidder, the contract was awarded to the said Robert H. King for the amount of his bid, viz: \$9950.00 and the said party of the first part now covenants and agrees to build and construct said bridge in all respects in accordance with and conformable to the specifications, plans and profile, now on file in the office of the Auditor of said County which said specifications and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and can not sell or assign this contract or sublet the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the first part further agrees to construct and build said improvements and have the same completed on or before the 1st day of

December A.. 1920, and in the event said improvement shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of December A.D. 1920 then the said party of the first party agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of the said Hendricks County of the use of said road from and after said 1st day of December A.D. 1920, the sum of twenty five dollar (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911 Page 437 for a period of thirty days or until proof be made of the payment for all labor, materials and sub-contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

To all covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract this 6th day of July A.D. 1920.

Robert H. King
Party of the First Part

C.B. Phillips
Jno. G. Shelton
J.D. Brickert

Board of Commissioners of
Hendricks County.

Commissioners adjourned until Saturday Morning August 14, 1920.

SATURDAY MORNING August 14, 1920.

Commissioners are met as was arranged at the close of meeting on August 7, 1920.

The following proceedings were had to-wit:

The following Places were designated as Registration places for the year 1920, to-wit:

CENTER- No. 1. Assembly Room - Court House
 " No. 2. Men's Rest Room- " "
 " No. 3 S. W. Cor. Court House
 " No. 4 Library.

^{Centerburg}
 LIBERTY- ~~East~~ School House

Center- Belleville School House

^{clayton}
 West- School House

South- Hazelwood- School House.

MIDDLE- North Jaques Poultry House

South Town Hall.

Brown- East Lawler School House #2

West Sambo School House #7.

LINCOLN- North-Albert Ayers Harness Shop

South- Rear of Brownsburg State Bank.

WASHINGTON- West New School Building.

East. Opal Purnell's Residence.

GUILFORD- No. 1 Old Library

No. 2 Public Library

No. 3 Red Men's Hall

EEL RIVER- No. 1 Wm. Dean House

No. 2 Smith Barber Shop

No. 3 Kiger and Orear Shoe Shop.

MARION- South School House

North Booker Harris Residence

CLAY- East R.L. Edwards Harness Shop
 Center School House
 West Library Building.

Franklin - South Barber Shop
 North School House

UNION East Methodist Churchhouse
 West Lizton Bank.

Ordered that the Board adjourn.

Board of Commissioners.

SATURDAY AUGUST 21, 1920.

The Board of Commissioners of Hendricks County are met, as arranged at meeting of August 14, 1920, to appoint registration clerks for the various precincts of Hendricks County.

The following men are now named and appointed Registration Clerks in their respective precincts for the year of 1920, the appointees being the same without exception as were nominated by John C. Taylor, Republican County Chairman and Alvin Hall Democratic County Chairman, which nominations were presented to the County Auditor in writing as by law provided.

Registration Clerks for the year of 1920.

Center No. 1 Geo. R. Harvey - Republican
 H.M. Gentry - Democrat

No. 2 Joseph W. Ferree Republican
 Oscar Moon Democrat

No. 3 Albert H. Kennedy Republican
 Tyra Montgomery Democrat

No. 4 Chas. E. Edwards Republican
 Wm. G. Reed Democrat

Washington No. East Fletcher McCalment Republican
 West Emmett H. Davis Democrat

Washington	West	Frank Hadley	Republican	
		Luther A. Burgin	Democrat	
Guilford	No. 1	A.D. Johnson	Republican	
		Joe Prewitt	Democrat	
	No. 2	Everett Newlin	Republican	
		Peter A. Hagee	Democrat	
	No. 3	Warren J. Duke	Republican	
		Geo. A. Plummer	Democrat	
Liberty	East	John Graves	Republican	
		Lester Tucker	Democrat	
	West	George Appleby	Republican	
		Dr. Wal Cooper	Democrat	
	Center	Fred Franklin	Republican	
		Alva Edmondson	Democrat	
	South	J.U. Jones	Republican	
		R.C. Rushton	Democrat	
	Clay	East	J.E. Hodson	Republican
			C.B. Hill	Democrat
		Center	Wyatt Cosner	Republican
			Bert Carter	Democrat
West		William McAninch	Republican	
		Amos Smith	Democrat	
Franklin	North	John Dyer	Republican	
		Frank Scotten	Democrat	
	South	E.R. Robards	Republican	
		Pat Wilcox	Democrat	
Marion	North	Ira Dooley	Republican	
		Francis Sheets	Democrat	
	South	H.F. Pratt	Republican	
		Fred Harris	Democrat	
Eel River	No. 1	E.M. Murphy	Republican	
		George Hickman	Democrat	
	No. 2	Walter L. Smith	Republican	
		James Fiscus	Democrat	
	No. 3	Walter Wynn	Republican	
		Alvah Porter	Democrat	
Union	West	Alva Gibson	Republican	
		Bert Tharp	Democrat	
	East	Ed Leak	Republican	
		Warren S. Jones	Democrat	

Middle	North	John Husted	Republican
		David Surber	Democrat
	South	Evart Watson	Republican
		Wm. E. Swain	Democrat
Brown	West	C.O. Coffman	Republican
		Thomas Beasley	Democrat
	East	Nathaniel Turley	Republican
		Charles Pennington	Democrat
Lincoln	North	J.F. Lingeman	Republican
		E.W. Huddleston	Democrat
	South	C.B. Davidson	Republican
		Bert White	Democrat

On account of the illness of E.M. Murphy and the absence of Walter L. Smith the County Commissioners appointed Carl Tucker Registration Clerk for Eel River Twp. to Precinct No.1 and Jewell ^{Gossett} Registration Clerk for Eel River Twp. Precinct No.2. to act in their stead.

Ordered that the Board now adjourn.

Geo. H. Stuller
J. H. Bricker

Board of Commissioners.

Friday, September 3, 1920

David Surber having reported that it would be impossible for him to serve on the registration board, I, Chas. A. White, Auditor of Hendricks County, do hereby appoint Byron P. Beaman for Democratic registration clerk in North precinct, Middle township, Hendricks County, Indiana, as recommended by said David Surber.

Chas. A. White - Auditor

H. M. Gentry having declined to serve as registration clerk, I, Chas. A. White, Auditor of Hendricks County, do hereby appoint Edward H. Conn as Democratic registration clerk in first precinct, Center township, Hendricks County, Indiana, as recommended by Alvin Hall, Democratic County chairman.

Chas. A. White - Auditor

August Term 1920.

July 6, 1920.

SUPPLEMENTAL CONTRACT.

In the matter of the Construction of the Martin Hart et al Road in Lincoln Township Hendricks County Indiana.

This supplemental contract and agreement made and entered into this sixth day of July 1920 by and between D.H. Fatout of Indianapolis, Indiana the party of the first part, and the Board of Commissioners of Hendricks County, Indiana, the party of the second part, hereby witnesseth:

That whereas, it has become necessary, for the benefit of the above named highway, that certain changes and alterations be made in the construction thereof according to the following specifications, to-wit:

From Station 175 x 24 to 183 x 74, in place of the cross section of a central 10'-0" wide of concrete 5" at the center and $3\frac{1}{2}$ " at the edge laid on 4" of crushed stone with 7'-0" stone berms, originally established, there should be laid (100) one hundred cubic yards of $1\frac{1}{2}$ " - $2\frac{1}{2}$ " crushed lime stone, laid in two courses 24'-0" wide each course to be rolled and water bound according to the specifications for standard water bound macadam originally adopted.

Now therefore, it is hereby ordered by the said Board of Commissioners that the change above specified, be made in the construction of said highway by the party of the first part, as herein specified and as directed by the engineer in charge of such construction, that the party of the first part shall receive the sum of \$ nothing for such change or shall agree that the construction price of said highway be reduced in the sum of \$ nothing by virtue of such change as herein specified.

It is hereby agreed by and between the parties hereto that this order and supplemental contract shall be deemed full authority to the party of the first part to execute the work herein specified and shall constitute an agreement on the part of the party of the second part to pay for said work when the same shall have been completed and approved as answering to the specifications embodied herein. Such payment to be made upon the verified claim of the party of the first part filed with the party of the second part.

In Witness whereof the said parties hereto have hereunto set their hands and seals this sixth day of July 1920.

Attest: Chas. A. White, Auditor.

D.H. Fatout

Party of the First Part

C.B. Phillips

J.D. Brickert

Board of Commissioners of
Hendricks County.

September Term, 1920

The Board of Commissioners of Hendricks County are met in regular session in the commissioners room in the court house in the town of Danville, Indiana, this being September 6th, the first Monday in said month.

Present: C. B. Phillips; and John G. Shelton, both members of said board.

The following proceedings were then had to wit:

Claims allowed as shown in the Claim and Allowance Record.

Action on roads as shown in Road Record number ten(10).

In the Matter of a Deed to

Charles H. Anderson and Maude A. Anderson,
husband and wife, by Charles A. White, Auditor
and Ex-officio County Agent.

Now at this time come Charles H. Anderson and Maude A. Anderson, husband and wife, by Geo. T. Pattison, their attorney and present and file the following petition, to-wit;

State of Indiana,

SS

Hendricks County,

To the Board of Commissioners of

Hendricks County, Ind. Sep. Term, 1920.

The undersigned, would respectfully represent and show to the Board of Commissioners, that they are the owners in fee simple and in quiet and peaceable possession of the following described real estate, situate in Hendricks County and State of Indiana, to-wit:

Lot numbered Seven (7) in Block numbered Eleven (11) in the original town of Danville, Indiana, which they purchased from Ada B. (Thompson) Figg, who obtained title thereto from Caroline M. Hinks, the said Hinks obtained title thereto from James Christie, who obtained title thereto from Edwin L. Scott, who obtained his title thereto from Martha A. Clampitt, who obtained her title thereto from Peter Curtis, the said Curtis obtained his title thereto from John M. Foreman, who obtained his title thereto from Jeremiah D. Curtis, who obtained his title thereto from the Indiana and Illinois Central Railway Company, which obtained its title thereto from Simon T. Hadley, who obtained his title thereto from Lewis Mastin, the said Mastin obtained his title from Benj. R. Smith, who obtained his title thereto from Reed Case,

Your petitioners would further show that there is no record of a conveyance from Thomas Henton Agent of the County of Hendricks or his successors or assigns in office to the said last grantor above named, Reed Case, and that said lot, together with other lands, was conveyed by George Matlock and Sally Matlock, his wife, to the said Thomas Henton Agent, under date of September 16th, 1825 and said deed duly recorded in the Records of said County and State in Deed Record 1 at Page 36 thereof; That by reason of aforesaid break in the chain of title to said Lot a cloud is cast upon plaintiffs title thereto and they ask that said Board of Commissioners order the Auditor of said County and State as Ex-officio County Agent, to execute a deed of conveyance quit-claiming and releasing to the petitioners herein, Charles H. Anderson and Maude A. Anderson, husband and wife, all right, title, claim and interest of said

County in and to said Lot seven (7) in Block eleven (11) in the original town of Danville, Indiana.

All of which is hereby respectfully submitted.

Charles H. Anderson

Maude A. Anderson

Petitioners.

Subscribed and sworn to before me this first day of September, 1920.

George T. Pattison

Notary Public,

(SEAL)

My commission expires Aug. 2nd, 1923.

And the Board of Commissioners having examined said petition and be-
fully advised and informed in the premises finds that all of the material
allegations and facts set forth in said petition are true and that said order
directing and authorizing Charles A. White as Auditor of Hendricks County
Indiana, and Ex-officio County Agent, should be granted as prayed for.

It is therefore ordered, adjudged and decreed by the Board of
Commissioners of said County that the Auditor of said County as Ex-officio
County Agent, execute a deed of conveyance quit claiming and releasing all
right, title, interest and claim of said County in and to said Lot seven (7)
in Block eleven (11) in the original town of Danville, in the County of
Hendricks State of Indiana, to said petitioners, Charles H. Anderson and
Maude A. Anderson, husband and wife, as therein prayed for.

It is further ordered and decreed that petitioners pay all costs
taxed and to accrue herein.

All of which is finally ordered, adjudged and decreed by said
Board of Commissioners.

Now therefore, in order to fully carry out the order of said Board of
Commissioners, I, Charles A. White, Auditor of said County and Ex-officio
Agent of the same, by virtue of said order and by the provisions and authority
invested in me by law and in consideration of the premises do hereby grant,
release, convey and quitclaim to the said Charles H. Anderson and Maude
A. Anderson, Husband and wife, of Hendricks County in the State of Indiana,
the real estate set out and described in said order of said Board of Comm-
issioners, to-wit: Lot seven (7) in Block eleven (11) in the original town
of Danville, County of Hendricks and State of Indiana, to have and to hold
the same, together with all the right, privilege and appurtenances of whatso-
ever nature thereunto belonging unto the said Charles H. Anderson and
Maude A. Anderson, husband and wife, their heirs and assigns forever.

In testimony whereof I hereunto subscribe my name as Auditor and Ex-
officio Agent of said County of Hendricks and State of Indiana, and attach
my seal as well as the Seal of said Board of Commissioners, this 14th day
of September, 1920

Charles A. White

Auditor and Ex-officio Agent of Hendricks
County and State of Ind.

State of Indiana

SS
Hendricks County,

Before me, Alvin Woodard, Clerk of the Circuit Court, in and for said County and State, on this 14th day of September, 1920, personally came Charles A. White, Auditor of Hendricks County, in said State, and as such Auditor and Ex-officio County Agent, acknowledged the execution of the above and foregoing deed.

Witness my hand and seal of said Court the day and year last above written

Alvin Woodard, Seal

Clerk of the Hendricks Circuit C.

The Board Now Appoints Precinct Election Inspectors as follows:

Township	Precinct	Inspector
Center	1	George R. Harvey <i>L. W. Gaston</i>
"	2	Lee Chatham <i>John A. Edwards</i>
"	3	Chas. F. McClelland
"	4	Trustee <i>X</i> <i>B. L. McLeary</i>
Washington	East	Trustee <i>Ed. Mills</i>
"	West	Glen McClain <i>Samuel R. H.</i>
Guilford	1	Trustee <i>Arley D. Johnson</i>
"	2	Everett Newlin <i>V. P. Am.</i>
"	3	Elmer Stanley <i>Plain</i>
Liberty	East	Samuel R. Holderman <i>Carters</i>
"	Center	Amza Foltz <i>Carters</i>
"	South	J. W. Jones <i>Zackie Beadle</i>
"	West	Trustee <i>"</i>
Franklin	North	Wm. Dyer <i>Stilesville</i>
"	South	Trustee <i>"</i>
Clay	East	Milber KeNdall <i>Am</i>
"	West	Trustee <i>Carters</i>
"	Center	Schuyler C. Jones <i>Am</i>
Marion	North	Trustee <i>Am</i>
"	South	Henry F. Pratt <i>Am</i>
Eel River	1	Ott Spears <i>N. Salem</i>
"	2	Oru Ote Gossett <i>"</i>
"	3	Trustee <i>N. Salem</i>
Union	East	Jonathon Lowe <i>Lyfson</i>
"	West	Trustee <i>P</i>
Middle	North	John Husted <i>Pittsburg</i>
"	South	Trustee
Brown	East	Walter Combs <i>Brown</i>
"	West	Trustee
Lincoln	North	Isaac N. Mugg <i>Brown</i>
"	South	Trustee

In the Matter of approval of plans for bridges,
Comes now J. P. Johnson, County Surveyor, and presents to the Board plans
for the construction of the following bridges:

Springtown-----Clay

Carter-----Liberty

Hays-----Marion
plans for the

He also presents to the Board the laying of wood block floors in the
following bridges:

Tout-----Middle

Nash-----Brown

Amo-----Clay

The Board now examines said plans and approves same in every particular.
It is ordered that the Auditor advertise for the letting of these bridges at
the October 4th session of the Board.

Ordered that the Board now adjourn.

John G. Shelton
J. W. Bricker

Board of Commissioners.

October Term 1920.

The Board of Commissioners of Hendricks County are met in regular session in the Commissioners room of the Court House at Danville, Indiana, it being the 4th Day and first Monday of October, 1920.

Present: C. B. Phillips, John D. Brickert and John G. Shelton, all members of said Board.

The following proceedings were then had, to wit:

SEE claim and allowance record for claims allowed.

See road record for action on roads.

In the Matter of Appointment of Constable at Maplewood.

Comes now the petition of the Maplewood Detective Company #228, asking that D.C. Neal be granted constable powers.

And the Board being fully advised in the matter grants the petition and orders the Auditor to issue a certificate of such appointment to said D.C. Neal, and the Board now also orders this action spread of record.

In the Matter of Supplies for County Poor Farm.

Comes now the Board and after examination of the proofs and notices as required by law, examines the bids on file for supplying Dry Goods, Groceries and Drugs to the County Home for the term ending December 31, 1920.

The Board finds that the bid of the Danville Dry Goods Company for Dry Goods, that of W. T. Pierson for Groceries, and that of the Thompson Drug Company for Drugs, are the lowest and best bids and should be accepted.

It is therefore ordered by the Board that said bids be accepted and the same are hereby accepted.

And now the bonds of said successful bidders are approved by the Board, which bonds are in words and figures as follows, to wit: (H. I.)

And the Board enters into contract with each of said bidders, which contracts are in words and figures as follows, to wit: (H. I.)

In the Matter of Supplemental Contract with O. J. Larkin for Work on Mud Creek Arch in Liberty Township.

Come now the Superintendent of construction of the Mud Creek Arch and the J. P. Johnson County Surveyor and present to the Board that because of a thin layer of quick sand encountered in excavating for the footings of said arch, the depth of said footings should be deeper in order to rest on solid ground.

And the Board being fully advised in the matter now enters into contract with O. J. Larkin for one foot additional depth of footing for said arch, which supplemental contract is the following words and figures, to wit:

August 2, 1920.

SUPPLEMENTAL CONTRACT.

In the Matter of the Construction of the Mud Creek Arch in Liberty Township, Hendricks County, Indiana.

This supplemental contract and agreement made and entered into this second day of August, 1920, by and between O. J. Larkin, of Coatesville, Indiana, the party of the first part, and the Board of Commissioners of Hendricks County, Indiana, the party of the second part, hereby witnesseth:

That whereas, it has become necessary, for the benefit of the above named bridge, that certain changes and alterations be made in the construction thereof according to the following specifications, to wit: One foot additional depth in footings.

Now, therefore, it is hereby ordered by the said Board of Commissioners that the change above specified, be made in the construction of said bridge, by the party of the first part, as herein specified and as directed by the engineer in charge of such construction, that the party of the first part shall receive the sum of thirty dollars, (\$30) per cubic yard for such change as herein specified.

It is hereby agreed by and between the parties hereto that this order and supplemental contract shall be deemed full authority to the party of the first part to execute the work herein specified and shall constitute an agreement on the part of the party of the second part to pay for said work when the same shall have been completed and approved as answering to the specifications embodied herein. Such payment to be made upon the verified claim of the party of the first part filed with the party of the second part,

IN WITNESS whereof The said parties hereto have hereunto set their hands and seals this second day of August, 1920.

G. J. Larkin
Party of the First Part.

C. B. Phillips

John G. Shelton

John D. Brickert
Board of Commissioners.

Attest: Charles A. White
Auditor.

October Term 1920

In the Matter of Letting
contracts for Bridges.

Comes now, Charles A. White, Auditor, and presents to the Board the affidavits of Alvin Hall and Julian D. Hogate, editors and publishers of the Danville Gazette and the Hendricks County Republican, respectively, which affidavits are in the following words and figures to wit: (W. I.)

From which affidavits it appears to the Board that due notice of the time and place of receiving bids was given by publication in said papers for two (2) weeks successively, the first of which publications was on the 16th day of September, 1920, and the last on the 23 of September, 1920.

And the hour of 10:00 O'clock A. M. on the 4th of October 1920, having arrived, up to which time it was provided in said notice that bids would be received, the Board proceeds to open said Bids in the presence of the bidders and the general public.

The Board finds bids on file as follows:

Bid of Ball and Mahoney

To construct the Carter Bridge for the sum of one thousand two hundred and ninety five dollars, (1295.00) .

Bid of D. H. Fatout

To construct the Hays Bridge in Marion Township, for four thousand five hundred dollars, (4500.00).

Bid of Otis Kirtley

To place wood block floors in

Amo Bridge-----1616.00

Nash Bridge-----1258.00

Tout Bridge-----1089.00

To accept all or none at a total of three thousand nine hundred sixty three, (3963.00).

The Board finds that all Bids are accompanied by a good and sufficient bond, as required by law.

The Board finds that no bid was filed for the construction of the Springtown Bridge in Clay Township.

The Board finds also that the bid of one thousand two hundred ninety five dollars (1295.00), for the construction of the Carter Bridge is two hundred ninety five dollars more than the appropriation and cannot be accepted.

And now the Board after due examination of said bids, finds that the bid of D.H.Fatout for the construction of the Hays Bridge in Marion Township, and the bid of

Otis Kirtley for flooring the AMo, the Nash and the TOUT BRIDG,s are the lowest and best bids and should be accepted.

It is therefore ordered by the Board that the Bid of D. H. FATout in the sum of four thousand five hundred dollars (4500.00) for the HAYS BRIDGE in Marion TownSHip and the bid of Otis Kirtley in the sum of three thousand nine hundred sixty three, (3963.00) for the Amo, Nash and Tout Bridges, be and the same are hereby accepted. And now the Board approves the bond of D. H. Fatout an Otis Kirtley and enters into contract with said D. H. Fatout and Otis Kirtley, which bonds, approval and contracts are in words and figures as follows to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned D. H. Fatout, of Marion County, Indiana, and the United States Fidelity & Guaranty Company of Baltimore, Md., are firmly bound unto the State of Indiana in the penal sum of Forty five hundred and no/100 (\$4500.00) for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 4th day of October, 1920.

The Conditions of the above Obligation are such, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of certain bridges in said county as designated in the notice of letting for October 4, 1920.

And whereas the above named D. H. Fatout has file a bid for said work with the auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said D. H. Fatout shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

United States Fidelity and Guaranty Company (Seal)

D. H. Fatout (Seal)

By John E Messick, att-in-fact. (Seal)

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, a notary public in and for said County personally appeared D. H. Fatout and the United States Fidelity and Guaranty Company by and through John E. Messick, attorney in fact, and acknowledged the execution of the foregoing instrument for the uses and purposes therein

mentioned.

WITNESS my hand and notarial seal, this 4th day of
October A. D. 1920.

My Com. Expires May 8, 1923.

John T. Hume.

Notary public.

Accepted and approved, October 4th 1920.

C.B. Phillips

John G. Shelton

J. D. Brickert

Board of Commissioners of Hendricks Co.

Attest: Chas. A. White.

Auditor Hendricks County.

CONTRACT.

For the construction of the Hays Bridge. Contract price (4500.00)

This agreement made and entered into by and between D. H. Fatout, of Marion County, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part,

Witnesseth:

That on the 4th day of October A. D. 1920, the said Board of Commissioners received bids for the construction of the Hays Bridge in Hendricks County and the said D. H. Fatout being declared the lowest and best responsible bidder, the contract was awarded to the said D. H. Fatout for the amount of his bid, viz: 4500.00, and the said party of the first part now covenants and agrees to build and construct said bridge in all respects in accordance with and conformable to the specifications, plans and profile contained in the report of the viewers and engineer for said road, now on file in the office of the Auditor of said County which said specifications and profile are hereby referred to and made a part of this contract, the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 15th day of November A. D. 1920, and in the event said improvement of said bridge shall not be completed, finished and ready for

acceptance by the party of the second part on or before said 15th day of November A. d. 1920, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of the said Hendricks County of the use of said road from and after said 15th day of November A. D. 1920, the sum of twenty-five dollar (25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply ~~after~~ after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, materials, and sub-contractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

To all covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF.

the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 4th day of October A. D., 1920.

D. H. Fatout

Party of the First Part

C. B. Phillips

Jno. G. Shelton

J. D. Brickert

Board of Commissioners Hendricks Co.

ATTEST: Chas. A. White AUDITOR OF HENDRICKS COUNTY.

Know all Men by these Presents, That we, the undersigned Otis Kirtley of Hendricks County, Indiana, and the United States Fidelity & Guaranty Company of Baltimore, Md., are firmly bound unto the State of Indiana in the penal sum of Four thousand and no/100 (4000.00) dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 4th day of October, 1920.

The Conditions of the above are such, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for certain bridges and bridge repairs as designated in the notice of letting for October 4, 1920.

And whereas the above named Otis Kirtley has filed a bid for said work with the Auditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said Otis Kirtley shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

UNITED STATES FIDELITY AND GUARANTY COMPANY (SEAL)

Otis Kirtley (Seal)

By John E. Messick Atty-in-Fact (SEAL)

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, a notary public in and for said County personally appeared Otis Kirtley and the United States Fidelity & Guaranty Company by John E. Messick, attorney in fact for said company, and acknowledged the execution of the fore-

going instrument for the uses and purposes therein mentioned.

WITNESS, my hand and notarial seal, this 4th day

of October A. D. 1920.

My Commission expires May 8, 1923.

John T. Hume

Notary public.

Accepted and approved, October 4th, 1920.

C. B. Phillips

John G. Shelton

J. D. Brickert

Board of Commissioners Hendricks

ATTEST: Chas. A. White.

CONTRACT.

For the construction of the Amo Bridge for \$1616.00 Taut Bridge, \$1089.00,
Nash Bridge \$1258.00.

This agreement made and entered into by and between Otis Kirtley of
Plainfield, Indiana, party of the first part, and the Board of Commissioners
of Hendricks County in the State of Indiana, party of the second part,

Witnesseth:

That on the 4th day of October A. D., 1920, the said Board of Commissioners
received bids for the construction of the Amo Bridge, the Nash Bridge and the
Taut Bridge, the same being located in the Hendricks County and the said Otis
Kirtley being declared the lowest and best responsible bidder, the contract
was awarded to the said Otis Kirtley for the amount of his bid, viz: 3963.00
and the said party of the first part now covenants and agrees to build and
construct said bridges in all respects in accordance with and conformable to
the specifications, plans and profile contained in the report of the viewers
and engineer for said road, now on file in the office of the Auditor of said
County which said reports, specifications and profile are hereby referred to
and made a part of this contract the same as if herein fully set out and
written.

And the party of the first part further undertakes and agrees that in the
prosecution of said work he will use all proper skill and care and will pay
all claims for work and labor performed and material furnished in and for the
construction of said work, whether the said work and labor is performed or
material is furnished to said contractor or agent or superintendent in charge
of said work. It is further understood and agreed that said party of the

first part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 15th day of December A.D. 1920, and in the event said said bridges shall not be completed, finished and ready for acceptance by the party of the second part on or before said 15th day of December A. D. 1920, then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of the said Hendricks County of the use of said bridges from and after said 15th day of December A. D., 1920, the sum of twenty-five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part of that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, materials, and sub-contractors' claims..

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

To all covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 4th day of October A. d., 1920.

Otis Kirtley

Party of the First Part

C. B. Phillips

John G. Shelton

J. D. Brickert

Board of Commissioners

ATTEST: Chas. A. White. Auditor Hendricks County.

IN THE MATTER OF
ELECTION INSPECTORS

THE APPOINTEES AS INSPECTOR IN CENTER TOWNSHIP PRECINCTS 1-2-AND 4 EAST WASHINGTON TOWNSHIP PRECINCT GUILFORD PRECINCT 1 AND LIBERTY TOWNSHIP SOUTH PRECINCT PRESENT AND SHOW THE BOARD THAT IT WOULD BE IMPOSSIBLE OF IMPRACTICABLE TO SERVE AS INSPECTOR OF ELECTION. THE BOARD NOW NAMES THE FOLLOWING MEN AS INSPECTORS IN THEIR PRECINCTS TO SUCCEED THE ORIGINAL APPOINTEES.

CENTER 1

C. W. GASTON

" 2

JOHN A. EDWARDS

" 4

S. L. MCCURDY

WASHINGTON EAST

ED MILLS

GUILFORD 1

ARLEY D. JOHNSON

LIBERTY SOUTH

LESLIE BEADLE

Ordered that the Board now adjourn.

John G. Shelton
J. D. Brickert

Board of Commissioners of Hendricks Co.

November Term, 1920.

The Board of Commissioners of Hendricks County, Indiana, are met in regular session in the Commissioners room in the Court House in the town of Danville, Indiana, it being Monday, November 1, 1920, the first Monday in said month.

Present: C. B. Phillips, John G. Shelton, and J. D. Brickert.

The following proceedings were then had, towit:

See Claim and Allowance Record for claims allowed.

See Road Record for action on roads.

In the matter of

Appointment of Constables.

Comes now the Number One Horse Thief and Felon Detective Company #168 by L. M. Stanley, Secretary and presents and shows that John Mills and Ralph Gilbert were duly elected to membership in said company and asks the Board to grant constable powers to said John Mills and Ralph Gilbert. And the Board being fully advised now grants constable powers to said John Mills and Ralph Gilbert and orders the Auditor to issue certificates of appointment of constables to said John Mills and Ralph Gilbert.

In the Matter of Appointment
of Constables

Comes now the Brownsburg Horse Thief Detective Association #165 and presents and shows that DR. Earl Ferree was duly elected to membership in said company and asks the Board to grant constable powers to said DR. Earl Ferree. And the Board being fully advised now grants constable powers to said Dr. Earl Ferree, and orders the Auditor to issue certificate of appointment of constable to said Dr. Earl Ferree.

In the matter of Purchasing
Gravel for County Free Gravel Roads.

Comes now Claude H. Williams and, with the sanction of the Board of Commissioners, enters into an agreement with Wilson J. Loy, County Highway Superintendent, which agreement is in words and figures as follows, to wit:-

November 1, 1920.

Mr. Claude H. Williams:-

I hereby agree to accept for the county use on the roads 5000 or 6000 yards of gravel, of proper fitness for road use, out of the pits opened by you on your lands in Brown Township, Hendricks County, Indiana, for the price of 90 cents per yard.

When the gravel is pumped I agree to have said gravel measured so that you may file your claim therefor, and it is agreed that payment may be made at times suitable to the County's financial condition and not later than June 20, 1921.

And it is agreed that said gravel may be left on your lands until the County can use same.

Wilson J. Loy, Supt. Co.

Claude H. Williams.

Ordered that the Board now adjourn.

J. D. Brickett

Board of Commissioners.

December Term, 1920.

The Board of Commissioners of Hendricks County are met in regular session in the Commissioners Room in the Court House in the town of Danville, Indiana, it being Monday December 6, 1920 at 10 A. M.

Present: C. B. Phillips, John G. Shelton, and J. D. Brickert.

The following proceedings were then had to wit:

For all Claims allowed see Claim and Allowance Record.

For Action on Roads see Road Record # 10.

In the Matter of Purchasing

Office Furniture for the Court House.

It is the opinion of the Board that a combination lock cabinet is necessary for the Auditor's office, in which to keep registration book's, abstracts, mortgages, insurance policies and other valuable documents.

Now comes E. J. Rice, representative of the Art Metal Construction Company, the company which furnished the original filing cases and counters for the present court house, and said E. J. Rice presents a plan of a case suitable for the above mentioned purpose. And said E. J. Rice proposes to sell such case for the sum of \$725.00.

And the Board, after due consideration, decides that the purchase of such case for the price of \$725.00 should be made in order that safe keeping may be provided for valuable records.

And now the Board enters into contract with the Art Metal Construction Company through its representative Mr. E. J. Rice, which contract is in words and figures as follows, to wit:

CONTRACT.

This contract and agreement by and between the Board of Commissioners of Hendricks County, Indiana, party of the first part, and the Art Metal Construction Company of Chicago, Illinois, party of the second part, witnesseth:

Whereas, an emergency exists and an immediate need therefor for certain file cases to be used in the Auditor's Office at Danville, Indiana, in the Court House of said named county, as the Board does now find, and whereas it is desirous that such cases and filed be of the same character and composition as those already installed in said Court House, and whereas the party of the second part originally furnished such cases and filed in said Court House at the time of its construction and has submitted a sketch and drawing of the cases and files needed and desired, which sketch and drawing is hereby made a part of this contract and marked exhibit "A",.

Therefore the party of the first part does hereby contract with the party of the

second part for such files and cases as shown in said exhibit- it and drawings and agrees to pay said second party the sum of \$725.00 for the same when they are made and delivered to said first party.

The second party on its part hereby agrees to make and deliver at Danville, Indiana, to said first party such cases and files in full conformance with the plans and sketch above referred to as an exhibit hereto.

Witness our hands and seals at Danville, Indiana, in duplicate, this sixth day of December, 1920.

C.B. Phillips

J. D. Brickert

Board of Commissioners of Hendricks County,
Indiana, Party of the first part.

Art Metal Construction Company

By E. J. Rice- Representative

Party of the second part.

In the Matter of
additional Aid for Guilford
Township Poor.

Comes now A. P. Barlow, Trustee of Guilford Township and states that Mrs. Wilder, Mrs Phaff, Mrs Brewer, and Mrs. Flynn, all of Guilford Township, have been furnished aid to the extent of fifteen dollars each since last report and are in need of further aid. And the Board being fully advised grants said A. P. Barlow, permission to grant additional aid to the above mentioned poor people of Guilford Township.

In the Matter of

Appointment of Constables.

Comes now the New Winchester Horse Thief Detective Association #244, by Fred Creech, Secretary, and presents and shows that Oscar Lydick, Oren Hall, Oscar Cramer and Alva Long have been duly elected to membership in the above named Detective Association and asks the Board to grant them constable powers. And the Board Being fully advised now appoints said Oscar Lydick, Oren Hall, Oscar Cramer and Alva Long as constables and orders the Auditor to issue certificates of appointment to each man recommended herein for appointment.

Comes now also the Number One Horse Thief and Felon Detective Company #168, by L. M. Stanley, Secretary, and presents and shows that Frank Sturgeon has been duly elected to membership in said Company and asks the Board to grant Constable powers to said Frank Sturgeon, and the Board being fully advised now appoints said Frank Sturgeon as constable and orders the Auditor to issue a certificate of appointment of constable to said Frank Sturgeon.

Comes now also Detective Company # 95 of Washington Township, Hendricks County, Indiana, by J. A. McClain, Secretary, and presents and shows that S. H. Roberts has been duly elected to membership in said Company and asks the Board to grant him constable powers. And the Board being fully advised now appoints said S. H. Roberts as constable and orders the Auditor to issue a certificate of appointment of constable to said S. H. Roberts.

It is ordered that the Board now adjourn to meet in special session on Monday December 27, 1920, at 10 oclock A. M.

J. W. Bricker

Board of Commissioners of Hendricks County, Ind.

December Special, 1920.

The Board of Commissioners of Hendricks County are met pursuant to adjournment of the December Term, in the Court House in the town of Danville, it being Monday, December 27, 1920 at 10:00 A. M.

Present: C. B. Phillips, John G. Shelton and J. D. Brickert.

The following proceedings were then had to wit:

For claims allowed see Claim and Allowance Record,

For Action on roads see Road Record, #10.

In the Matter of Stationery

Supplies for the year of 1921.

Comes now the Auditor and presents to the Board the affidavits of Alvin Hall and Julian D. Hegate, editors of the Danville Gazette and the Hendricks County Republican, respectively, which affidavits are in words and figures as follows, to wit: (H.I.). From which affidavits it appears that said notices were duly published in said papers on the 16th day of December, 1920.

And now the hour of 10 o'clock on the 27th day of December 1920, up to which time it was in said notices that bids would be received, having arrived the Board proceeds to open the bids on file, in the presence of the bidders and the general public. And the Board finds that each of the said bids is accompanied by a good and sufficient bond as required by law.

And the Board further finds that the bid of Wm. B. Burford is the lowest and best bid on stationery of classes one (1) and three (3) which bids are in words and figures as follows, to wit:- (H.I.)

It is therefore ordered by the Board that the bid of Wm. B. Burford on stationery of classes one and three be, and the same are hereby accepted and now the Board enters into a contract with the said Wm. B. Burford and approves the bond filed with said bid, which bond and contract are in words and figures as follows, to wit: (H.I.)

And the Board further finds that the bid of Julian D. Hegate for stationery of classes two (2) and four (4) is the lowest and best bid and should be accepted. It is therefore ordered by the Board that the bid of Julian D. Hegate be and the same is hereby accepted and his bond approved and now the Board enters into a contract with said Julian D. Hegate, which contract and bond are in ~~the~~ words and figures as follows, to wit: (H.I.)

December 27, 1920.

In the Matter of Letting Contract for
Springtown Bridge in
Clay Township.

Comes now Chas. A. White, Auditor and presents to the Board the affidavits of Alvin Hall and Julian D. Hogate, editors and publishers of the Danville Gazette and the Hendricks County Republican, respectively, which affidavits are in the following words and figures to wit: (H.I.).

From which affidavits it appears to the Board that due notice of the time and place of receiving bids was given by publication in said papers for two (2) weeks successively, the first of which publication was on the 9th day of December, 1920 and the last on the 16th day of December, 1920. And the hour of 10 o'clock A. M. on the 27th day of December, 1920 having arrived, up to which time it was provided in said notices that bids would be received, the Board proceeds to open said bids in the presence of the bidders and the general public.

The Board finds bids on file as follows:

Bid of Glen Brown	\$8200.00
Bid of D. H. Fateut	\$7885.00
Bid of Robt. H. King	\$8484.00
Bid of Otis Kirtley	\$7467.00

The Board finds that all bids are accompanied by a good and sufficient bond as required by law. And the Board after due examination of said bids, finds that the bid of Otis Kirtley for the construction of said Springtown bridge in Clay Township is the lowest and best bid and should be accepted.

It is therefore ordered by the Board that the bid of Otis Kirtley in the sum of seven thousand four hundred sixty seven dollars (\$7467.00) for the construction of the Springtown bridge in Clay Township be and the same is hereby accepted, And the Board now approves the bond of Otis Kirtley and enters into contract with said Otis Kirtley, which bond, approval of bond and contract are in words and figures as follows, to wit:

Contractor's Bond for Construction.

Know all Men by these Presents, That we, the undersigned Otis Kirtley of Hendricks County, Indiana, principal, and the United States Fidelity and Guaranty Company of Baltimore, Md., Surety, are firmly bound unto the state of Indiana in the penal sum of Seventy five hundred and no/100 Dollars, for the payment of which well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 27th day of December, 1920.

The Conditions of the above Obligation are such, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of the bridge known as the "Springtown Bridge".

And whereas the above named Otis Kirtley has filed a bid for said work with the Auditor of the County: Now, therefore, if the said Board of Commissioners shall award

him the contract for said work and the said Otis Kirtley shall properly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Board of Commissioners, and according to the time terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

Otis Kirtley (Seal)

United States Fidelity & Guaranty Co. (SEAL)

By John E. Missick

Atty-in-fact

State of Indiana, County of Hendricks, SS:

Before Me, the subscriber, a notary public in and for said County personally appeared Otis Kirtley and the United States Fidelity & Guaranty Company by John E. Messick, attorney in fact for said company and acknowledged the execution of the foregoing instrument for the uses and purposes herein mentioned

WITNESS, my hand and notarial seal, this 24th day of December, A. D. 1920.

My Commission expires May 8, 1923.

John T. HuMe

Notary public.

Accepted and approved, December 27th, 1920.

C. F. Phillips

John G. Shelton

J. D. Brickert

Board of Commissioners of Hendricks County

Attest: Chas. A. White - Auditor of Hendricks County.

CONTRACT.

For the construction of the Springtown Bridge.

This agreement made and entered into by and between Otis Kirtley of Plainfield, Indiana, party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part.

Witnesseth:

That on the 27th day of December A. D., 1920, the said Board of Commissioner-

ioners received bids for the construction of the Springtown Bridge the same being located in Hendricks County and the said Otis Kirtley being declared the lowest and best responsible bidder, the contract was awarded to the said Otis Kirtley for the amount of his bid, viz: \$7467.00 and the said party of the first part now covenants and agrees to build and construct said road in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the viewers and engineer for said road, now on file in the office of the Auditor of said County which said reports, specifications and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work.. It is further understood and agreed that said party of the first part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of August, A. D., 1921, and in the event said improvement of said road shall not be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of August, A.D. 1921 then the said party of the first part agrees and promises to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of the said Hendricks County of the use of said road from and after said 1st day of August A.D., 1921, the sum of twenty-five dollar (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part, and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

It is also understood and agreed by and between the parties hereto that said party of the second part shall withhold full payment to the party of the first part as required by Sec. 1 of an Act approved March 4, 1911, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment for all labor, materials, and sub-

contractor's claims.

The party of the second part hereby agrees that the party of the first part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County, Indiana, as directed by the Board of Commissioners of said Hendricks County shall be paid on monthly estimates of the engineer in charge of said work, but not to exceed 80% of the said engineer's said estimate; 20% of the said contract price shall be retained by the said County until the said work is fully completed and finally accepted by the said Board of County Commissioners.

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

To all covenants, conditions and stipulations of this contract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of commissioners of Hendricks County have also signed and approved this contract, this 27th day of December, A.D. 1920.

Otis Kirtley

Party of the First Part

C. B. Phillips

John G. Shelton

J. D. Brickert

Board of Commissioners of Hendricks County.

Attest: Chas. A. White - Auditor of Hendricks County.

Ordered that the Board now adjourn.

John G. Shelton
J. D. Brickert

Board of Commissioners Hendricks County, Indiana