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In the Matter of the Petition of
Chas. H. English, et al, for the
Improvement of a Public Highway in
Union Township.

Be it known that on this the 11th day of July, 1919, the Board of Commissioners of Hendricks County, Indiana, are met at their usual place of meeting in the Court House in the town of Danville, Hendricks County, Indiana.

And now Chas. M. Havens, the auditor of said county produces the affidavits of Julian D. Hoggate and Alvin Hall, editors respectively of the Republican and Danville Gazette, two weekly newspapers of general circulation, printed and published in the town of Danville, Center Township, Hendricks County, Indiana, and of opposite politics, said affidavits being as follows, to-wit: (H.I.) And from which said affidavits it appears that notice of the time and place of receiving bids for the construction of the improvement proposed in the foregoing entitled cause was duly published in the English language in said two newspapers for three consecutive weeks the first of which publication was on the 19th day of June, 1919, and the last on the 3rd day of July, 1919, a copy of which said notice being attached to said affidavits and are as follows, to-wit: (H.I.) Said auditor also produces the affidavit of Frank Carroll, Advertising Manager of the Indianapolis News, a daily newspaper of general circulation throughout the State of Indiana, printed in the English language and published in the City of Indianapolis, Indiana, said affidavit being as follows, to-wit: (H.I.) and from which affidavit it appears that notice of the time and place of receiving bids for the construction of the improvement prayed for in the foregoing entitled cause was duly published in said newspaper on the 24th day of June, 1919, and more than two weeks prior to the date fixed in said notice for receiving said bids, a copy of which notice being attached to said affidavit and being in words and figures as follows, to-wit: (H.I.)

And now the hour of 2:15 O'clock P.M. having arrived, the hour of said day up to which it was provided in said notice that sealed bids would be received by this Board for said work, the Board finds upon examination of all bids submitted, which bids were opened in the presence of the public and the several bidders, that the following sealed proposals were received, to-wit:

- D. H. Fatout, amount of bid, \$22,525.00.

The Board further finds that said bid is in due form and accompanied by bond and affidavit as provided by statute and in the notice of receiving bids for said improvement.

And the Board further finds that the entire cost of said improvement including the said bid aforesaid received, and the expenses incurred and to be incurred in the per diem of the engineer and superintendent, is the sum of \$23,500.00; that the total indebtedness of said Union Township, the township in which said road to be improved under this proceeding is located, including all the costs and expenses of this improve-

ment, as aforesaid found, and all bonds heretofore issued for the building of free gravel or macadamized roads, taking into account the amount of tax collectible during the current year, and all mortgage exemptions, will not exceed four per centum of the total assessed valuation of the property of said township.

The Board further finds that the contract for said improvement should be awarded; that the bid of D.H. Fatout being the lowest bid submitted and the said D.H. Fatout being the lowest responsible bidder and his said bid being not more than the estimated cost of said improvement, should be accepted and the contract for said improvement awarded to him, and that the bonds of the county should be issued and sold for the purpose of raising money necessary to pay the costs and expenses of said improvement.

It is therefore ordered by the Board that the bid of the said D.H. Fatout be, and the same now is, duly accepted by this Board and that the contract for said improvement be, and the same now is, awarded to the said D.H. Fatout, and the bond of the said D.H. Fatout, with good and sufficient surety, conditioned for the faithful performance of the work in accordance with the profile and report and the plans and specifications therein set out, and the contract hereinafter set out, in the sum of \$22,525.00 is now duly approved by this board, said bond and approval being in words and figures as follows, To-wit: (H.I.)

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 of Baltimore, Md. Surety, are firmly bound unto the State of Indiana in the penal sum of Forty five Thousand Fifty and no/100 (\$45,050.00) 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 11th day of July 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 the Chas. H. English et al Road in Union 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 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)

(Corporate Seal) United States Fidelity & Guaranty Company (Seal)
Baltimore, Md.

By John E. Messick (Seal)

Attorney-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. Pateut and John E. Messick, Attorney-in-Fact United States Fidelity & Guaranty Company and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness, my hand and notarial seal, this 11th day of July A.D. 1919

(Seal) John T. Hume

Notary Public

My Commission expires May 8th, 1923

Accepted and approved July 11th 1919

And the Board now enters into a contract with the said D.H. Pateut for said improvement, which said contract duly signed by said D.H. Pateut and the members of this Board as the Board of commissioners of Hendricks County, Indiana, is in words and figures as follows, to-wit: (H.I.)

FOR THE CONSTRUCTION OF THE Chas. H. English et al Highway

This agreement made and entered into by and between D.H. Pateut 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 11th day of July A.D. 1919, the said Board of Commissioners received bids for the construction of the Chas. H. English et al Highway the same being located in Hendricks County and the said D.H. Pateut being declared to be the lowest and best responsible bidder, the contract was awarded to the said D.H. Pateut for the amount of his bid, viz: \$22,525.00 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 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 1 day of August A.D. 1920, 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 1 day of August 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 said Hendricks County of the use of said road from and after said 1 day of August, 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 causes or cause 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. This contract to be null and void unless the bond issued herein is approved by the State Board of Tax Commissioner.

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 11th day of July A. D. 1919.

D. A. Patout

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 it is hereby ordered by said Board that the bonds of Hendricks County, Indiana, subject to the approval of State Board of Tax Commissioners, be issued and sold as provided by law in such cases to provide funds for the payment the costs and expenses of said improvement; that said bonds be issued in a total sum of \$23,500.00; and in series of \$1175.00 each, and bearing interest at the rate of Four and One-half (4 1/2) Per centum per annum, and payable over a period of Ten years from the 15th day of May, 1921; and now the treasurer of said Hendricks County is hereby charged with the sale of such bonds upon their issuance.

And now the Board appoints Ed Biggs a resident of said Union Township, superintendent to supervise the construction of said improvement according to the plans, profile and specifications and contract herein, and he is ordered and directed by this Board to file his bond as such superintendent in the sum of \$5000.00, conditioned for the faithful discharge of his duties as such superintendent as provided by law. And now comes said Ed Biggs and accepts said appointment and files his bond conditioned as required by law, with _____ as sureties thereon, which said bond is in words and figures as follows, to-wit: (H. I.)

And further proceedings herein are continued.

STATE OF INDIANA

STATE BOARD OF TAX COMMISSIONERS

In the matter of the application of the
Hendricks County Board of Commissioners }
for approval of bonds in the sum of }
\$23,500 for the improvement of the Charles }
H. English road in Union Township. }

No. 416

Friday, August 22, 1919

Comes now the petitioner on this day, the same being the day set for the hearing of said petition, and from the notice given and the proof of posting thereof, the Board finds that the taxpayers of Union Township have been duly notified of the filing and pendency of said petition, and of the time and place of the hearing thereon, in the manner provided by law, which notice and proof of posting thereof are now filed herein and by reference made a part hereof, and read as follows: (Here insert).

The Board having heard the evidence herein, and the statements in support of said petition, and being not fully advised in the premises, takes the matter under consideration.

STATE OF INDIANA

STATE BOARD OF TAX COMMISSIONERS

In the matter of the application of the
Hendricks County Board of Commissioners }
for approval of bonds in the sum of }
\$23,500 for the improvement of the Charles }
H. English road in Union Township. }

No. 416

Friday, September 26, 1919.

The Board having had this matter under consideration and being now duly advised finds that said petition should be granted.

It is, therefore, ordered by the Board that said petition be granted and the Board of County Commissioners is authorized to issue the bonds of said County in the sum of Twenty Three Thousand Five Hundred Dollars (\$23,500) bearing interest at the rate of Four and One Half (4 1/2%) per cent per annum, payable semi-annually, and in the denominations and maturing in the manner provided by law, beginning May 15, 1921, for the purpose of improving the Charles H. English road in Union Township Hendricks County, Indiana.

State Board of Tax Commissioners.

Fred A. Sims, Chairman.

Attest: W.C. Harrison, Secretary.

In the matter of the application of the
Hendricks County Board of Commissioners }
for approval of bonds in the sum of }
\$23,500 for the improvement of the }
Charles H. English road in Union Township. }

No. 416

STATE OF INDIANA)
OFFICE OF THE STATE) SS:
BOARD OF TAX COMMISSIONERS)

I, William C. Harrison, Secretary of the State Board of Tax Commissioners of Indiana, hereby certifying that the above and foregoing is a full, true and correct

July 11th 1919.

Harry M. Garner et al. Read.

copy of the order made and entered by the State Board of Tax Commissioners approving the issue of bonds or evidences of indebtedness in the above entitled matter, on the Twenty sixth day of September, Nineteen Nineteen.

Witness my hand and the seal of said Board, this First day of October 1919.

(Seal) Wm. C. Harrison

Secretary

In the Matter of the Petition of
Harry M. Garner, et al for the
Improvement of a Public Highway in
Brown Township.

Be it known that on this the 11th day of July, 1919, the Board of Commissioners of Hendricks County, Indiana, are met at their usual place of meeting in the Court House in the town of Danville, Hendricks County, Indiana.

And now C as. M. Havens, the auditor of said county produces the affidavits of Julian D. Hegate and Alvin Hall, editors respectively of The Republican and Danville Gazette, two weekly newspapers of general circulation, printed and published in the town of Danville, Center Township, Hendricks County, Indiana, and of opposite politics, said affidavits being as follows, to-wit: (H.I.) And from which said affidavits it appears that notice of the time and place of receiving bids for the construction of the improvement proposed in the foregoing entitled cause was duly published in the english language in said two newspapers for three consecutive weeks the first of which publication was on the 19th day of June, 1919, and the last on the 3rd day of July, 1919, a copy of which said notice being attached to said affidavits and are as follows, to-wit: (H.I.) Said auditor also produces the affidavit of Frank Carroll, Advertising Manager of the Ind'p's News a daily newspaper of general circulation throughout the State of Indiana, printed in the english language and published in the City of Indianapolis, Indiana, said affidavit being as follows, to-wit: (H.I.) and from which affidavit it appears that notice of the time and place of receiving bids for the construction of the improvement prayed for in the foregoing entitled cause was duly published in said newspaper on the 24th day of June, 1919, and more than two weeks prior to the date fixed in said notice for receiving said bids, a copy of which notice being attached to said affidavit and being in words and figures as follows, to-wit: (H.I.)

And now the hour of 2:15 o'clock P.M. having arrived, the hour of said day up to which it was provided in said notice that sealed bids would be received by this Board for said work, the Board finds upon examination of all bids submitted, which bids were opened in the presence of the public and the several bidders, that the following sealed proposals were received, to-wit:

Julu 11th Term, 1919

Harry M. Garner et al Read.

D.H. Patout, amount of bid \$57465.00

The Board further finds that said bids are in due form and accompanied by bond and affidavit as provided by statute and in the notice of receiving bids for said improvement.

And the Board further finds that the entire cost of said improvement including the said bid aforesaid received, and the expenses incurred and to be incurred in the per diem of the engineer and superintendent, is the sum of \$58,500.00; that the total indebtedness of said Brown Township, the township in which said road to be improved under this proceeding is located, including all the costs and expenses of this improvement, as aforesaid found, and all bonds heretofore issued for the building of free gravel or macadamized roads, taking into account the amount of tax collectible during the current year, and all mortgage exemptions, will not exceed four per centum of the total assessed valuation of the property of said township.

The Board further finds that the contract for said improvement should be awarded; that the bid of D. H. Patout being the lowest bid submitted and the said D.H. Patout being the lowest responsible bidder and his said bid being not more than the estimated cost of said improvement, should be accepted and the contract for said improvement awarded to him, and that the bonds of the county should be issued and sold for the purpose of raising money necessary to pay the costs and expenses of said improvement.

It is therefore ordered by the Board that the bid of the said D.H. Patout be and the same now is, duly accepted by this Board and that the contract for said improvement be, and the same now is awarded to the said D.H. Patout, and the bond of the said D.H. Patout, with good and sufficient surety, conditioned for the faithful performance of the work in accordance with the profile and report and the plans and specifications therein set out, and the contract hereinafter set out, in the sum of \$57465.00 is now duly approved by this board, said bond and approval being in words and figures as follows, To-wit: (H.I.)

NOW ALL MEN BY THESE PRESENTS, That we, the undersigned D.H. Patout of Marion County, Indiana, Principal, and United States Fidelity & Guaranty Company, of Baltimore, Maryland, are firmly bound unto the State of Indiana in the penal sum of One hundred fourteen thousand nine hundred thirty 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 11th day of July 1919.

THE CONDITIONS OF THE ABOVE OB EIGATION ARE SUCH, That whereas, the Board of Commissioners of Hendricks County, Indiana, are about to let a contract for the construction of the Harry M. Garner et al road in Brown township, Hendricks County,

July 11th Term, 1919

Harry M. Garner et al Road.

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 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)

Corporate Seal) United States Fidelity & Guaranty Company (Seal)

Baltimore, Md.

By John E. Messick (Seal)

Attorney-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 John E. Messick, Attorney-in-Fact, United States Fidelity & Guaranty Company, and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness, my hand and notarial seal, this 11th day of July A.D. 1919.

(Seal) John T. Hume

Notary public

My Commission expires May 8th, 1923.

Accepted and approved July 11th 1919

And the Board now enters into a contract with the said D.H. Fatout for said improvement which said contract duly signed by said D.H. Fatout and the members of this Board of Commissioners of Hendricks County, Indiana, is in words and figures as follows, to-wit: (H.I.)

FOR THE CONSTRUCTION OF THE Harry M. Garner et al Highway

This agreement made and entered into by and between D.H. Fatout 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 11th day of July A.D. 1919, the said Board of Commissioners received bids for the construction of the Harry M. Garner et al highway 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

July 11th Term, 1919

Harry M. Garner et al, Read.

bid, viz: \$57465.00 and the said party of the first part new 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 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. 1920, 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. 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 said Hendricks County of the uses of said road from and after said 1st day of August, 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 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,

July 11th Term, 1919

Harry M. Garner, et al., Read.

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. This contract to be null and void unless the bond issue herein is approved by the State Board of tax Commissioners.

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 11th day of July A.D. 1919.

D.H. Fataut

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 it is hereby ordered by said Board that the bonds of Hendricks County, Indiana, subject to the approval of State Board of Tax Commissioners, be issued and sold as provided by law in such cases to provide funds for the payment the costs and expenses of said improvement; that said bonds be issued in a total sum of \$58,500.00 in series of \$2925.00 each, and bearing interest at the rate of Four and one-half (4 1/2) Per centum per annum, and payable over a period of Ten years from the 15th day of May, 1920; and now the treasurer of said Hendricks County is hereby charged with the sale of such bonds upon their issuance.

And now the Board appoints Leon Eaton a resident of said Brown Township superintendent to supervise the construction of said improvement according to the plans,

July 11th Term, 1919

Harry M. Garner et al Road.

profile and specifications and contract herein, and he is ordered and directed by this Board to file his bond as such superintendent in the sum of \$5000.00, conditioned for the faithful discharge of his duties as such superintendent as provided by law. And now comes said Leen Eaton and accepts said appointment and files his bond conditioned as required by law, with _____ as sureties thereon, which said bond is in words and figures as follows, to-wit: (H.I.)

And further proceedings herein are continued.

STATE OF INDIANA

STATE BOARD OF TAX COMMISSIONERS.

In the matter of the approval of Hendricks
County Board of Commissioners for approval
of issue of bonds in the sum of \$58,500 for
construction of the Harry M. Garner road in
Brown Township.) No. 420

August 22, 1919.

Comes now the petitioner on this day, the same being the day set for the hearing of said petition and from the notice given, and the proof of posting thereof, the Board finds that the tax payers of Brown Township have been duly notified of the filing and pendency of said petition, and of the time and place of the hearing thereon, in the manner provided by law, which notice and proof of posting thereof are now filed herein and by reference made a part hereof, and read as follows:
(Here insert)

The Board having heard the evidence herein, and the statements in support of said petition, and being not fully advised in the premises, takes the matter under consideration.

STATE OF INDIANA

STATE BOARD OF TAX COMMISSIONERS

In the matter of the approval of Hendricks
County Board of Commissioners for approval
of issue of bonds in the sum of \$58,500 for
construction of the Harry M. Garner road in
Brown Township.) No. 420

September 26, 1919.

The Board having had this matter under consideration and now being fully advised, finds that said petition should be granted.

It is, therefore, ordered by the Board that said petition be granted and said County Board of Commissioners is authorized to issue the bonds of said County in the sum of Fifty Eight Thousand Five Hundred Dollars (\$58,500) bearing interest at the rate of Four and One Half (4 1/2%) per cent per annum, payable semi-annually, and in the denominations and maturing in the manner provided by law, beginning May 15, 1921, for the purpose of improving the Harry M. Garner road in Brown Township, Hendricks County, Indiana.

State Board of Tax Commissioners.
Fred A. Sims, Chairman.

Attest: W.C. Harrison, Secretary.

July 11th, Term 1919

Martin Hart et al Road.

In the matter of the approval of Hendricks
County Board of Commissioners for approval
of issue of bonds in the sum of \$58,500 for
construction of the Harry M. Garner road in
Brown Township.) No. 420

STATE OF INDIANA)
OFFICE OF THE STATE) SS.
BOARD OF TAX COMMISSIONERS)

I, William C. Harrison, Secretary of the State Board of Tax Commissioners of Indiana, hereby certify that the above and foregoing is a full, true and correct copy of the order made and entered by the State Board of Tax Commissioners approving the issue of bonds or evidences of indebtedness in the above entitled matter, on the Twenty Sixth of September, Nineteen Nineteen.

Witness my hand and then ~~hand~~ seal of said Board, this Fourth day of October 1919.

(Seal) Wm. C. Harrison
Secretary.

In the Matter of the Petition of
Martin Hart et al for the
Improvement of a Public Highway in
Lincoln Township.

Be it known that on this the 11th day of July 1919, the Board of Commissioners of Hendricks County, Indiana, are met at their usual place of meeting in the Court House in the town of Danville, Hendricks County, Indiana.

And now Chas. M. Havens, the auditor of said County produces the affidavits of Julian D. Hegate and Alvin Hall, editors respectively of The Republican and Danville Gazette, two weekly newspapers of general circulation, printed and published in the town of Danville, Center Township, Hendricks County, Indiana, and of opposite politics said affidavits being as follows, to-wit: (H.I.) And from which said affidavits it appears that notice of the time and place of receiving bids for the construction of the improvement proposed in the foregoing entitled cause was duly published in the English language in said two newspapers for three consecutive weeks the first of which publication was on the 19th day of June, 1919, and the last on the 3rd day of July, 1919, a copy of which said notice being attached to said affidavits and are as follows, to-wit: (H.I.) Said auditor also produces the affidavit of Frank Carrell, Advertising Manager of the Ind'p'l's News a daily newspaper of general circulation throughout the State of Indiana, printed in the English language and published in the City of Indianapolis, Indiana, said affidavit being as follows, to-wit: (H.I.) and from which affidavit it appears that notice of the time and place of receiving bids for the construction of the improvement prayed for in the foregoing entitled cause was

July 11th Term, 1919

Martin Hart et al Read.

duly published in said newspaper on the 24th day of June, 1919, and more than two weeks prior to the date fixed in said notice for receiving said bids, a copy of which notice being attached to said affidavit and being in words and figures as follows, to-wit: (H.I.)

And now the hour of 2:15 o'clock P.M. having arrived the hour of said day up to which it was provided in said notice that sealed bids would be received by this Board for said work, the Board finds upon examination of all bids submitted, which bids were opened in the presence of the public and the several bidders, that the following sealed proposals were received, to-wit:

D.H. Fatout, amount of bid \$44,000.00

The Board further finds that said bids are in due form and accompanied by bond and affidavit as provided by statute and in the notice of receiving bids for said improvement.

And the Board further finds that the entire cost of said improvement including the said bid aforesaid received, and the expenses incurred and to be incurred in the per diem of the engineer and superintendent, is the sum of \$45,000.00; that the total indebtedness of said Lincoln Township, the township in which said road to be improved under this proceeding is located, including all the costs and expenses of this improvement, as aforesaid found, and all bonds heretofore issued for the building of free gravel or macadamized roads, taking into account the amount of tax collectible during the current year, and all mortgage exemptions, will not exceed four per centum of the total assessed valuation of the property of said township.

The Board further finds that the contract for said improvement should be awarded; that the bid of D.H. Fatout being the lowest bid submitted and the said D.H. Fatout being the lowest responsible bidder and his said bid being not more than the estimated cost of said improvement, should be accepted and the contract for said improvement awarded to him, and that the bonds of the County should be issued and sold for the purpose of raising money necessary to pay the costs and expenses of said improvement.

It is therefore ordered by the Board that the bid of the said D.H. Fatout be, and the same is, duly accepted by this Board and that the contract for said improvement be, and the same now is, awarded to the said D.H. Fatout, and the bond of the said D.H. Fatout, with good and sufficient surety, conditioned for the faithful performance of the work in accordance with the profile and report and the plans and specifications therein set out, and the contract hereinafter set out, in the sum of \$44,000.00 is now duly approved by this Board, said bond and approval being in words and figures as follows, to-wit: (H.I.)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned D.H. Fatout of Marion County, Indiana, Principal, and United States Fidelity & Guaranty Company, of

July 11th, Term 1919

Martin Hart et al Road.

Baltimore, Maryland, are firmly bound unto the State of Indiana in the penal sum of Eighty eight Thousand and no/100 (\$88,000.00) 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 11th day of July 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 the Martin Hart et al road in Lincoln Township, Hendricks County, Indiana,

And whereas the above named D. . 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)

Corporate Seal) United States Fidelity & Guaranty Company (Seal)

Baltimore Md.

By John E. Messick (Seal)

Attorney-in-Fact

State of Indiana, County of Hendricks, SS:

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

Witness, my hand and notarial seal, this 11th day of July A.D. 1919.

(Seal) John T. Hume

Notary public

My Commission expires May 8th, 1923.

Accepted and approved July 11th 1919

And the Board now enters into a contract with the said D.H. Fatout for said improvement, which said contract duly signed by said D.H. Fatout and the members of this Board as the Board of Commissioners of Hendricks County, Indiana, is in words and figures as follows, to-wit: (H.I.)

FOR THE CONSTRUCTION OF THE Martin Hart et al Highway

This agreement made and entered into by and between D.H. Fatout of Indianapolis,

July 11th Term, 1919

Martin Hart et al. Road.

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 11th day of July A.D. 1919, the said Board of Commissioners received bids for the construction of the Martin Hart et al, Highway, 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: \$44,000.00 and the said party of the first part new 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 viewws 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 August A.D. 1920, 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. 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 said Hendricks County of the use of said road from and after said 1st day of August, 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 causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners.

July 11th Term, 1919

Martin Hart et al. Read

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. This contract to be null and void unless the bond issue herein is approved by the State Board of Tax Commissioners.

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 11th day of July 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 it is hereby ordered by said Board that the bonds of Hendricks County, Indiana, subject to the approval of State Board of Tax Commissioners, be issued and sold as provided by law in such cases to provide funds for the payment the costs and

July 11th, Term, 1919

Martin Hart et al, read

expenses of said improvement; that said bonds be issued in a total sum of \$45,000.00 and in series of \$2250.00 each, and bearing interest at the rate of Four and One-half (4 1/2) Per centum per annum, and payable over a period of Ten years from the 15th day of May, 1921; and now the treasurer of said Hendricks County is hereby charged with the sale of such bonds upon their issuance.

And now the Board appoints ~~xxxx~~ ~~xxxx~~ W.D. Corrie a resident of said Lincoln Township, superintendent to supervise the construction of said improvement according to the plans, profile and specifications and contract herein, and he is ordered and directed by this Board to file his bond as such superintendent in the sum of \$5000.00 conditioned for the faithful discharge of his duties as such superintendent as provided by law. And now comes said W.D. Corrie and accepts said appointment and files his bond conditioned as required by law with as sureties thereon, which said bond is in words and figures as follows, to-wit: (H.I.)

And farther proceedings herein are continued.

STATE OF INDIANA

STATE BOARD OF TAX COMMISSIONERS.

In the matter of the approval of Hendricks)
County Board of Commissioners for approval)
of issue of bonds in the sum of \$45,000 for) No. 421
improving the Martin Hart road in Lincoln)
Township.)

August 22, 1919

Comes now the petitioner on this day, the same being the day set for the hearing of said petition, and from the notice given, and the proof of publication thereof, the Board finds that the tax payers of Lincoln have been duly notified of the filing and pendency of said petition, and of the time and place of the hearing thereon, in the manner provided by law, which notice and proof of publication thereof are now filed herein and by reference made a part hereof, and read as follows: (here insert)

The Board having heard the evidence herein, and the statements in support of said petition, and not being fully advised in the matter, takes said matter under consideration.

STATE OF INDIANA

STATE BOARD OF TAX COMMISSIONERS.

In the matter of the approval of Hendricks)
County Board of Commissioners for approval)
of issue of bonds in the sum of \$45,000 for) No. 421
improving the Martin Hart road in Lincoln)
Township.)

September 28, 1919

July 11th Term, 1919

Martin Hart et al Road.

The Board having had this matter under consideration and now being fully advised, finds that said petition should be granted.

It is, therefore, ordered by the Board that said petition be granted and said Board of County Commissioners is authorized to issue bonds in the sum of Forty Five Thousand Dollars (\$45,000) bearing interest at the rate of Four and One Half (4 1/2%) per cent per annum, payable semi-annually, and in the denominations and maturing in the manner provided by law, beginning May 15, 1921, for the purpose of improving the Martin Hart road in Lincoln Township, Hendricks County, Indiana.

State Board of Tax Commissioners.

Fred A. Sims, Chairman.

Attest:

W.C. Harrison, Secretary.

In the matter of the approval of Hendricks)	
County Board of Commissioners for approval)	
of issue of bonds in the sum of \$45,000 for)	No. 421
improving the Martin Hart road in Lincoln)	
Township)	

STATE OF INDIANA)	
OFFICE OF THE STATE)	SS.
BOARD OF TAX COMMISSIONERS)	

I, William C. Harrison, Secretary of the State Board of Tax Commissioners of Indiana, hereby certifying that the above and foregoing is a full, true and correct copy of the order made and entered by the State Board of Tax Commissioners approving the issue of bonds or evidences of indebtedness in the above entitled matter, on the Twenty Eighth of September, Nineteen Nineteen.

Witness my hand and the seal of said Board, this Fourth day of October 1919.

(Seal) Wm. C. Harrison
Secretary.

August Term, 1919

State of Indiana,

SS:

Hendricks County,

Monday Aug. 4, 1919

In the Commissioners Court

August 4, 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.

The following proceedings were then had, to-wit:

In the Matter of the Petition of
John M. Russell, et al, for the
Improvement of a Public Highway in Eel
River Township, Hendricks County, and Jackson
Township, in Putnam County, Indiana.

Comes now the petitioners by Counsel, and comes also the Engineer and Viewers herein, and it appearing to the satisfaction of the Board that it is impossible for said engineer and viewers to, at this time, make a report of their doings in the above entitled cause.

Therefore, it is hereby ordered by the Board that the said engineer and viewers be given until the regular September Term, 1919, to make and file in the office of the Auditor of Hendricks County, Indiana, their certain report in writing setting forth their determination in regard to said proposed improvement.

In the matter of the Petition of
Edward H. Conn et al for
Improvement of Highway

Come now the petitioners and present and file the proof of posting, together with the affidavit of Baxter Havens, Deputy Auditor of Hendricks County, Indiana, which proof and affidavit thereon are in words and figures as follows, to-wit: (here insert) from which it appears that a copy of said notice stating the time of hearing of said petition was posted by him in three places in Center Township, Hendricks County, Indiana, and one copy of said notice was posted by him at the South door of the Court House on the day of July, 1919, and petitioners also produce and file the proof of posting, together with the affidavit of Alvin Hall, printer and publisher of the Danville Gazette, a weekly newspaper, printed and published in Hendricks County, Indiana, a copy of which proof of publication and affidavit thereon are in words and figures as follows, to-wit: (here insert) from which it appears that a copy of said notice of the time and hearing of said petition was published in said newspaper, the first of which publication was on the 10th day of July, 1919, and the last on the 17th day of July, 1919, and petitioners also produce and file the proof of posting, together with the affidavit of Julian D. Hogate, printer

August Term, 1919

and publisher of the Hendricks County, Republican, a weekly newspaper of general circulation, printed and published in Hendricks County, Indiana, a copy of which proof of publication and affidavit thereon are in words and figures as follows, to-wit: (here insert) from which it appears that a copy of said notice of the time and hearing of said petition was published in said newspaper, the first of which publication was on the 10th day of July, 1919, and the last on the 17th day of July, 1919.

And now the petition, together with the proofs of posting of notices and publication, are presented to the Honorable Board of Commissioners, and no written objections having been filed, The Board of Commissioners examined said petition, and notices and proofs of service, find that said petition is in due form of law and sufficient and that due notice has been given of the filing of said petition and of the time and place for hearing on the same.

And the Court now appoints J.P. Johnson, a competent Civil engineer, together with Edward Biggs and James B. Leak responsible freeholders and voter residents of Union Township, Hendricks County, Indiana, as viewers neither of said viewers being owners of real estate in Center Township, Hendricks County, Indiana, and said engineer, together with said viewers are hereby directed to qualify and proceed to examine said proposed highway and determine whether said highway, if improved as prayed for will be of public utility, and if they find that the same will be of public utility then to determine the character of improvement, the materials to be used, and estimate the cost of said improvement and make due report thereon on the first Monday in October, 1919.

And the Auditor is now directed to spread said petition on the record and said cause is now continued.

Ordered that the Board do now adjourn.

Board of Commissioners, Hendricks County.

September Term, 1919

State of Indiana

SS:

Hendricks County,
Monday September 19, 1919

In the Commissioners Court
September 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, Indiana, it being the first Monday in said month.

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

The following proceedings were then had, to-wit:

In the Matter of the Petition of
John N. Russell, et al, for the
Improvement of a Public Highway in Eel
River Township, Hendricks County and Jackson
Township, in Putnam County, Indiana.

Come now the petitioners by Counsel, and comes also the Engineer and Viewers herein, and it appearing to the satisfaction of the Board that it is impossible for said engineer and viewers to, at this time, make a report of their doings in the above entitled cause.

the Board that

Therefore, it is hereby ordered by the said engineer and viewers be given until the regular October Term, 1919, to make and file in the office of the Auditor of Hendricks County, Indiana, their certain report in writing setting forth their determination in regard to said proposed improvement.

Ordered that the Board do now adjourn.

Board of Commissioners, Hendricks County.

October Term, 1919

State of Indiana

Hendricks County,

SS:

In the Commissioners Court
October Term, 1919

Monday October 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, Indiana, it being the first Monday in said month.

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

The following proceedings were then had, to-wit:

In the Matter of the Petition of
John N. Russell, et al, for the
Improvement of a Public Highway in Eel
River Township, Hendricks County and Jackson
Township, in Putnam County, Indiana.

Come now the petitioners by Counsel, and comes also the Engineer and Viewers herein, and it appearing to the satisfaction of the Board that it is impossible for said engineer and viewers to, at this time, make a report of their doings in the above entitled cause.

Therefore, it is hereby ordered by the Board that the said engineer and viewers be given until the regular November Term, 1919, to make and file in the office of the Auditor of Hendricks County, Indiana, their certain report in writing setting forth their determination in regard to said proposed improvement.

In the Matter of the Petition of
Lewis A. Phillips, and others, for
the improvement of a public highway
in Franklin & Clay townships.

Come now again the petitioners herein, and also comes the County Auditor and represents and shows to the Board that the financial ability of the townships of Franklin and Clay, in Hendricks County, Indiana, is such in both townships that the above entitled improvement can be made at this time.

And the Board being duly advised and informed in the premises doth find that the financial ability of Franklin and Clay townships, in Hendricks County, Indiana, is such in both townships that said above entitled improvement can now be made.

It is therefore ordered by the Board that notice be given as by law provided that sealed bids will be received on the 1st day of Dec, 1919 for the construction of the above entitled improvement in accordance with the plans, specifications and profile heretofore approved by the Board, and the Auditor is now hereby directed to give such notice.

And further proceedings herein are continued.

Ordered that the Board do now adjourn.

Board of Commissioners, Hendricks County.

Special Session, October 18th, 1919.

Henry Hunt et al Road.

STATE OF INDIANA
 HENDRICKS COUNTY SS.

To the Sheriff of said County Greetings:

Whereas, in my opinion, the public interests of Hendricks County require -that the board of commissioners of said county should meet in special session, for the transaction of the following business, to wit:-

To Rescind their action in the matter of the Henry Hunt et al road in Marion Township Hendricks County, Indiana, and to appoint an engineer and viewers to estimate the same.

You are, therefore, commanded to summons John D. Brickert, C. B. Phillips and John G. Shelton, who now constitute said board, to appear and attend a special session of the board of commissioners of said county, to be holden at the usual place of meeting of said board, in the courthouse, in the town of Danville, said county, on the 18th day of October, 1919, to meet at the hour of ten o'clock of said day, and then and there to return this writ.

In Witness whereof, I hereunto set my hand and affix my official seal, this 4th day of October, 1919.

C. M. Havens,
 Auditor of Hendricks County.

We hereby acknowledge the service of summons, this the day of , 1919.

John. D. Brickert,
 C. B. Phillips,
 John G. Shelton,
 Members Board of Commissioners of Hendricks Co

IN THE MATTER OF THE PETITION
 OF HENRY HUNT, ET AL,

For The

IMPROVEMENT OF A PUBLIC HIGHWAY
 IN MARION TOWNSHIP, HENDRICKS COUNTY,
 INDIANA.

Comes now the petitioners in the above entitled proceeding and said Board by and with the consent of Fred Cunningham, who had previously contracted to build said road, having heretofore cancelled such contract and having relieved the contractor and his sureties from the performances thereof, now upon motion of the petitioners, said Board rescinds all of its proceedings in relation to the improvement of the said public highway from and after the appointment of a competent civil-engineer and two viewers to act with said engineer in surveying, inspecting and reporting upon the construction of said road and said Board of Commissioners hereby rescind all of their acts beginning with the appointment of a civil engineer and viewers herein, and all of the proceedings had and performed by said civil engineer and viewers so appointed by this Board, and it is hereby ordered by said Board that

*Special Session Oct 18, 1919.**Henry Hunt et al Road.*

the appointment of said civil-engineer and viewers and all the work done and performed by them and all orders made by this Board pertaining thereto are hereby cancelled, set aside, and held for naught.

It is now further ordered by the Board that said petition filed herein be, and the same is hereby referred to J. P. Johnson, a competent civil-engineer and the Board now hereby appoints Morris J. Hadley and Dayton E. Stewart, two respectable voters and freeholders of Hendricks County, Indiana, neither of whom reside in Marion Township, Hendricks, County, nor are owners of taxable property in said Marion Township, Hendricks County, Indiana, in which said highway proposed to be improved is located, to act with said civil-engineer, and to view and survey said road and to do all work and perform all duties necessary as required by law to be performed by them in connection with the establishing of said proposed improvement and it is further ordered by said Board that said civil-engineer and viewers shall meet at the Auditor's office in the Court House of Hendricks County, State of Indiana, on the 20th day of October, 1919, at 9 o'clock A. M. of said day, and shall take an oath and subscribe to the same to faithfully and impartially discharge all the duties required by the law in such cases made and provided and to report to said Board at a special session thereof to be held on the said 20th day of October, 1919, at 2 o'clock P. M.

And the Board adjourned to meet October 20, 1919, at 2 o'clock P. M. in continued session.

Board of Commissioners Hendricks County.

October 20, 1919.

Henry Hunt et al Road.

State of Indiana SS:
Hendricks County

In the Commissioners Court
Special Session, October 20, 1919.

In the Matter of the Petition
of Henry Hunt, et al,
for the
Improvement of a Public Highway
in Marion Township, Hendricks County,
Indiana.

Comes now again the petitioners herein in the above entitled cause, and also comes the civil-engineer and viewers heretofore appointed by said Board herein and it is respectfully shown to the Board of Commissioners of Hendricks County, Indiana, that pursuant to said order heretofore made by said Board and entered of record and pursuant to a notice issued by the Auditor of said Hendricks County, State of Indiana, which notice is in words and figures following to-wit: (Here insert) That the civil-engineer and viewers heretofore appointed by said Board in this cause meet at the Auditor's office of Hendricks County, Indiana, on the 20th day of October, 1919, at 9 o'clock A. M. which day and hour was within ten days after their appointment and upon the day designated by said Board at the time their appointment was made and said civil engineer and viewers took an oath as provided by law that they would faithfully and impartially discharge their duties as civil engineer and viewers in this cause according to law, which oath so taken and subscribed by said civil engineer and viewers is in words and figures following, to-wit: (Here insert)

And now at 2 o'clock P. M. on the 20th day of October, 1919, comes said petitioners and also comes said civil engineer and viewers heretofore appointed by this Court and it is respectfully shown to the Board that the time for filing the report of said civil engineer and viewers was fixed by the order of the Board and the notice served on said engineer and viewers for 2 o'clock P. M. on the 20th day of October, 1919, at a special session of said Board and now said civil engineer and viewers produce and file their report at 2 o'clock P. M. October 20th, 1919, as heretofore ordered by the Board, said order, the oath taken by said civil engineer and viewers and their report after having viewed said road being in words and figures following, to-wit:

ORDER TO VIEW ROAD.

State of Indiana, SS:
Hendricks County,

Commissioners Court.
Special Session, Oct 18, 1919.

To Morris J. Hadley and Dayton E. Stuart, Viewers, and J. P. Johnson, Engineer:
You are hereby notified that you were appointed by the Board of Commissioners of said County, at their special session, Oct. 18, 1919, to view a proposed improvement of the Henry Hunt, et al, highway, as follows, to-wit: Commencing at the Danville and New Winchester Improved Free Gravel Road, at the South half mile

Oct 20, 1919

Henry Hunt et al Road

stone on the South line of Section 2, Township 15 North, Range 2 West, and running thence North one mile in the center of said Section 2 to the North line thereof; thence West on the North line of said Section 2 one-half mile and continuing thence West on the North line of Section 3 in said Township and Range, one-fourth of a mile, the same being on a line dividing a portion of said sections 2 and 3 on the South from a portion of said sections 34 and 35, Township 16 North of Range 2 West on the North; thence North across the center of the East half of said section 34 to the North line thereof and connection with the Danville and New Maysville Improved Free Gravel Road, and, if said proposed highway will be of public utility estimate the cost of construction thereof;

You will meet at the office of the Auditor of Hendricks County, Indiana, in the Court House in Danville, on Monday the 20th day of October, 1919, at 9 o'clock A. M., and after being duly qualified, proceed to make said view, and report at the special session of said Board, to be held on Monday, the 20th day of October, 1919, at 2:00 o'clock P. M.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 18th day of October, 1919.

C. M. Havens, Auditor.

OATH OF VIEWERS.

State of Indiana, Hendricks County SS:

We, Morris J. Hadley and Dayton E. Stuart, Viewers, and J. P. Johnson, Engineer, do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Morris J. Hadley,

Dayton E. Stuart

J. P. Johnson.

Subscribed and sworn to before me, this 20th day of October, 1919.

C. M. Havens, Auditor of
Hendricks County.

ROAD VIEWERS' REPORT.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your special session, October 18, 1919, to view a proposed highway, as petitioned for by Henry Hunt, et al, have discharged the duty assigned us, and submit to you the following report, to wit:

Oct 20, 1919.

Henry Hunt et al Road

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, which by metes and bounds and course and distance is as follows, to wit: The said proposed highway to be 30 feet in width, and is described as set out in the order hereto attached and made a part of this report.

We are of the opinion that said proposed improvement of said Henry Hunt, et al, Highway would be of public utility, and we estimate the cost of the construction of said proposed improvement to be \$26,000.00.

Respectfully submitted,

Morris J. Hadley,

Dayton R. Stuart, Viewers.

J. P. Johnson, Engineer.

And this cause is continued.

In the Matter of the J. P. Christie et al
for the Improvement of a Public Highway in
Marion Township.

In the Commissioners Court,
October Term, 1919.

Comes now Chas. M. Havens, Auditor of Hendricks County, Indiana, and shows to the Board that the total indebtedness of Marion Township, Hendricks County, Indiana, the Township in which the highway herein proposed to be improved is located, including the cost of building the said above entitled road is less than 4% of the total taxable valuation of the property of said Marion Township, and the Board now so finds.

And it is now ordered by the Board that the Bonds of Hendricks County, Indiana, be issued and sold for the purpose of raising money to pay the costs and expense of said improvement; that said bonds be issued in the sum of \$18,200.00, and in series of \$1820.00 each and bearing interest of four and one-half per centum per annum, and payable over a period of five years from the 15th day of May, 1921. And the Treasurer of said County is now hereby charged with the sale of such bonds upon their issue.

And further proceedings herein are continued.

Signed.

John D. Brickert

John G. Shelton

C. B. Phillips

Commissioners of Hendricks
County.

Attest: C. M. Havens

Auditor.

November Term, 1919.

Henry Hunt, et al, Road.

Monday, November 3, 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 Claim and Allowance Record, No 2

See Road Record No 19

In the Matter of the Petition
of Henry Hunt, et al,
for the
Improvement of a Public Highway
in Marion Township, Hendricks County,
Indiana.

Comes now the civil engineer and viewers heretofore appointed herein by this Board, and after the expiration of ten days from the filing of their report on the 20th day of October, 1919, and on the 3rd day of November, 1919, the same being the first day of the regular November Term, 1919, of said Board, which said term was the next regular session of said Board after the filing of their said report and file with said Board their supplemental report, which is in words and figures as followiws, to-wit:

Supplemental Report of Viewers.
To The Honorable Board of Commissioners

In the matter of the petition of Henry Hunt, et al, for the improvement of highway.

We, the undersigned, Viewers, heretofore appointed in the above cause, and who as such viewers, on the 20th day of October, 1919, filed our report in the above cause as ordered by you in your order appointing us, and ten days having expired since the filing of the same, now file this as our supplemental report, to-wit:

We would respectfully report that the improvement of said highway in the mannerset forth in our former report, will not occasion any damages to the lands of any infant, idiot, or person of unsound mind, and that no person, firm or corporation has made any written claims for damages on account of said proposed improvement.
(over)

Nov. Term, 1919.

Henry Hunt et al Road.

(contd)

Respectfully submitted,

Morris J. Hadley,

Dayton R. Stuart,

J. P. Johnson, Viewers.

Subscribed and sworn to before me this the day of , 1919.

C. M. Havens, Auditor Hendricks County.

And now said Board being fully advised in the premises finds that the engineer and viewers appointed herein met on the 20th day of October, 1919, at 9 o'clock A. M. as required in the order of this Board, making their appointment and qualified as provided by law and that said civil engineer filed his bond in the sum of \$5000.00, and that the same was approved by the Auditor of said Hendricks County, State of Indiana, and that the Board further finds that the civil engineer and viewers also filed their report in the office of the Commissioners of Hendricks County, State of Indiana at 2 o'clock P. M., October 20th, 1919, and that it remained on file in said office open to the inspection of any and all persons for more than ten days before the first day of the next regular session of said Board, the next regular session being the November Term, 1919, and for more than ten days before the filing by said civil engineer and viewers of their supplemental report, which supplemental report the Board finds was filed at the next regular term of said Board after the filing of their first report, to-wit: At the November Term of said Board on the 3rd day of November, 1919.

And the Board having examined said report as filed by said viewers and engineer on the 20th day of October, 1919, at 2 o'clock P. M. finds that said report conforms to the law in all respects and should be approved. The Court further finds that said public highway described in the petition herein and in the report of said civil engineer and viewers is less than three miles in length, and that the termini of said road connects with improved free gravel roads within said Marion Township, and that the improvement of said highway will be public utility, and that said improvement should be allowed and established in all respects as provided and set out in said report without submitting the matter of the said improvement to the legal voters of said Marion township, Hendricks County, Indiana, the same being the township in which the highway proposed to be improved is located, and the court further finds after having examined said supplemental report filed on said 3rd day of November, 1919, and being advised and informed in the premises finds that no injury will result to the property of any idiot or person of unsound mind, nor will any person sustain any damages whatever by reason of the construction of said improvement, prayed for by said petitioners and that no person or corporation has made any written claim for damages because of injuries to property by reason of said

Nov. Term, 1919.

Henry Hunt et al Road.

improvement and that said supplemental report is in due form and regular and that the same ought to be in all things approved.

And the court further finds that more than twenty days have elapsed since the day set for hearing of the petition filed herein and that no remonstrance has been filed, signed by a greater number of free-holders and voters of said Marion Township than appears upon said petition asking for the improvement of said highway, and that no remonstrance of any kind has been filed, signed by any number of persons in said township, objecting to the improvement of said highway as proposed in this petition herein.

It is therefore ordered by the Board that the report and supplemental report of the civil engineer and viewers filed herein be and they are in all things fully approved.

It is further ordered by the Board that the improvement of said highway as prayed for in the petition herein be made and that the same be made in all respects as provided for and set out in the report of said civil engineer and viewers, and that said improvement also be made without an election held by the voters of said Marion Township, Hendricks County, Indiana.

It is further ordered by the Board that the Auditor of Hendricks County give notice by one publication in the Indianapolis News, a daily newspaper of general circulation throughout the State of Indiana, printed and published in the City of Indianapolis, Indiana, and by three weekly publications in the Republican and the Danville Gazette, two weekly newspapers of general circulation, printed and published in the County of Hendricks and the State of Indiana. That on the first day of December, 1919, the Board of Commissioners of Hendricks County will receive sealed proposals and bids for the making of said improvement in accordance with the profile and report and the plans and specifications as set forth and contained in the report of the civil engineer and viewers filed herein, which said specifications are in words and figures as follows, to-wit:

DETAIL SPECIFICATIONS .

In the Matter of the Petition of
Henry Hunt, et al, to Improve a Public
Highway in Marion Township, Hendricks
County, Indiana,

The following is a description of the route over and upon which said improvement is to be located.

Commencing at the center of the Danville and Rockville free Gravel Road at the South half mile stone of Section 2, Township 15 North, Range 2 West, and running thence north 5561 feet; thence west 1239 feet; thence north 81 degrees 28 minutes west

100 feet; thence west 2604 feet; thence north 5399 feet to the New Maysville Free Gravel Road, all in Marion Township, Hendricks County, Indiana. We find the total length of the proposed highway to be 14,853 lineal feet.

1. Profile. The profile represents the elevations of the center line of the roadway, the elevations having been taken at the end of each one hundred feet, with a certain number of plus stations, from the point of beginning to the terminus. The grade line established represents the elevation of the center line, that the roadway shall be raised or lowered to, being referred to as the sub-grade and before the materials are put on.

As the profile only shows the elevations along the center line of the roadway, bidders and contractors shall carefully examine the roadway and determine for themselves the elevations of the sides of the roadway and the amount of cutting and filling necessary to reduce them to the grade line.

All drawings, figures, notes, directions, explanations and any and all things indicated or shown on the profile are a part of the specifications, whether specifically mentioned or referred to in these specifications.

2. Route. The route, length and width of this highway are as heretofore set forth in the report of the Viewers and Engineer and according to the plans and specifications herewith filed.

3. Roadway. The right of way of said road shall be thirty(30) feet, that is, fifteen feet on either side of the center line of said highway and measured at right angles thereto, except at such places as such right of way is insufficient to preserve a sub-grade twenty-four(24) feet wide, uniformly rounded as shown on the "Cross Section of Roadbed" the slope of the embankments to be one vertically to one and one-half horizontally, at such places as fills are required to an amount that the foregoing exception applies, at all such places, the right of way shall be sufficiently wide to permit the construction of the sub-grade as aforesaid.

The right of way shall be grubbed its entire width of all obstructions and the same entirely removed, except in the case of landmarks or witness trees, which shall be carefully protected in their original positions. Where shade trees do not impede travel or cause damage to the road they may be left standing at the discretion of the Engineer.

4. Sub-Grade. The roadway shall be graded to a true and smooth surface and to the sub-grade, as shown by the plans and profile and by the stakes to be set by the engineer. All soft and spongy places not affording a firm foundation shall be dug out and refilled with broken stone or gravel. The excavations for the sub-grade of the side ditches shall be made to additional depth indicated by the drawing and not deeper. The road shall be made to conform to the profile and drawings en-

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titled "Cross Section of Roadbed", and said roadbed shall be made smooth and compact before the gravel is placed thereon. After the completion of the grading the same shall be allowed to settle for four weeks before placing stone and gravel thereon, unless permission is given by the Engineer for placing the same earlier. At any event immediately preceeding the placing of material thereon the sub-grade shall be smoothed and trued up and thoroughly rolled with a ten (10) ton steam roller and the roadbed shall be solid and compact and shall be kept smooth and compact while placing material thereon.

5. Ditches. The side ditches provided for on the "Cross Section of Roadbed" shall be constructed as thereon indicated. The excavation of such ditches deeper for the purpose of obtaining dirt for fills will not be allowed.

All ditches now in said road shall be filled up and made so compact and solid that the water will not follow or wash them.

6. Grade. The grade line (the red line) on the profile shows the elevations of the sub-grade of the roadbed, and the top or surface of the roadbed must be made to conform to said grade line, making cuts and fills of the depth and to the amount shown on said profile. However, in the case of discrepancy between the cuts or fills as shown on the profile, and the cuts and fills necessary to bring the sub-grade to the grade line established by making the required cut or fill, or whatever may be required, if anything, at both ends of a continuous grade, such continuous grade to be maintained between the breaks.

7. Excavations. All cuts shall be excavated to a width of twenty eight (28) feet at the sub-grade.

8. Bridges. Bridges shall be constructed at the places and of the size and manner on the profile out of re-inforced concrete, such concrete shall be of the kind of material, proportions and workmanship as hereinafter provided.

9. Sewers. Sewers shall be constructed at the places and of the size as detailed on the profile. All sewers shall be Corrugated American Ingot Iron, or its equal, and shall test by chemical analysis 99.84 per cent iron. All sewers to have headers of the size and dimensions detailed on the profile and shall be constructed of concrete of the quality, quantity and manner as provided for bridges.

10. Removal Old Structure. The contractor shall remove the old bridge in a careful and workmanlike manner, so as to preserve the integral parts thereof, and place the same on the side of the highway at a point not to impede travel thereon. The same to be as compactly and uniformly stacked as the condition and shape of the material will permit. The structure and material thereof to be and remain the property of Hendricks County, Indiana.

11. Temporary Bridge and By-Pass. The Board shall provide a right of way and shall build and maintain a temporary bridge, both sufficient for all traffic.

12. Foundations. Unless otherwise indicated the abutments shall be carried three feet below the bed of the stream, or water line, both sufficient for all traffic.

13. Excavations. Excavations shall be carried to the depth required by the plans and the Board or Engineer shall be given an opportunity to inspect the foundations before placing concrete. Excavations for abutments shall be so constructed that the back of the abutment shall bear directly against material that has not been disturbed. If sheeting is required to sustain the embankment at the heel of the abutment, it must be left in the work.

14. Cofferdams. The Contractor shall design and construct cofferdams, if necessary, as placing of concrete in water will not be allowed.

15. Cement. All cement shall be inspected.

Cement may be inspected at the place of manufacture or on the work.

Any cement on the work without the stamp of the Board or Engineer shall be rejected.

General Conditions: In order to allow ample time for inspection and testing, the cement shall be stored in a suitable weather tight building having the floor properly blocked or raised from the ground.

The cement shall be stored in such manner as to permit easy access for proper inspection and identification of each shipment.

Every facility shall be provided by the Contractor and a period of at least twelve days allowed for the inspection and necessary tests.

Cement shall be delivered in paper bags or barrels with the brand and name of manufacturer plainly marked thereon.

A bag of cement shall contain 94 pounds of cement net. Each barrel of Portland Cement shall contain 4 bags.

Cement failing to meet the seven-day requirements may be held awaiting the result of the twenty-eight day tests before rejection.

All tests shall be made in accordance with the methods proposed by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers, presented to the Society, January 21, 1903, and amended January 20, 1904, and January 15, 1908, with all subsequent amendments thereto except that the specific gravity of the cement shall be taken in a pycnometer.

The acceptance or rejection shall be based on the following requirements:

Portland Cement. Definition--This term is applied to the finely pulverized product resulting from the calcination to incipient fusion of an intimate mixture of properly proportioned argillaceous and calcareous materials, and to which no addition greater than 3% has been made subsequent to calcination.

Specific Gravity. The specific gravity of the cement, dried at 212 degrees F. shall not be less than 3.10.

Fineness. It shall leave by weight a residue of not more than 8% on the No. 100, and not more than 25% on the No. 200 sieve.

Time of Setting. It shall not develop initial set in less than thirty minutes; and must develop hard set in not less than one hour nor more than ten hours.

Tensile Strength. The minimum requirements for tensile strength for briquettes one inch square in section shall be the following, and shall show no retrogression in strength within the periods specified.

AGE	Neat Cement	Strength.
24 hours in moist air		175 lbs.
7 days (1 day in moist air, 6 days in water)		500 lbs.
28 days (1 day in moist air, 27 days in water)		600 lbs.
	One part Cement, Three parts Sand.	
7 days (1 day in moist air, 6 days in water)		200 lbs.
28 days (1 day in moist air, 27 days in water)		275 lbs.

In no case shall the increase in strength be less than 20% over the strength shown at 7 days.

Consistency of Volume. Pats of neat cement about three inches in diameter, one-half inch thick at the center, and tapering to a thin edge, shall be kept in moist air for a period of twenty-four hours.

(a) A pat is then kept in air at normal temperature and observed at intervals for at least 28 days.

(b) Another pat is kept in water maintained as near 70 degrees F. as practicable, and observed at intervals for at least 28 days.

(c) A third pat is exposed in any convenient way in an atmosphere of steam, above boiling water, in a loosely closed vessel for five hours.

These pats, to satisfactorily pass the requirements, shall remain firm and hard and show no sign of distortion, checking, cracking or disintegration.

Sulphuric Acid and Magnesia. the cement shall not contain more than 1.75 per cent of anhydrous sulphuric acid (SO₃) nor more than 4% of magnesia (MgO).

16. Concrete. In preparing the concrete, the cement and aggregate shall be measured separately, volume loose, and then mixed in such proportions that the resulting concrete shall contain one (1) part Portland Cement, two (2) parts fine aggregate, and three (3) parts coarse aggregate. The coarse aggregate shall be sound gravel or broken stone having a specific gravity of not less than 2.6. It shall be free from foreign matter, uniformly graded and of a size that will pass through a 1-inch screen, and be retained on a 1/4 inch screen. The fine

aggregate shall be clean, sharp sand, free from mica, clay, loam or other foreign matter in excess of five (5%) per cent, and shall be of graded sizes, ranging from 1/8 inch down to that which will be retained on a No. 80 Standard sieve.

17. Mixing. The ingredients of the concrete shall be thoroughly mixed dry, and then sufficient water added to obtain the desired consistency, and the mixing continued until the materials are uniformly distributed and each particle of the fine aggregate is coated with cement and each particle of the coarse aggregate is thoroughly coated with mortar.

All materials must be proportioned dry and then deposited in the mixer, or on the mixing board, all at the same time. The mixer must produce a concrete of uniform consistency and color with the stones thoroughly mixed with the water, sand and cement. Batch mixers only may be used, continuous mixers will not be allowed.

The materials shall be mixed to produce a concrete of such consistency that the water will flush to the surface under tamping. This consistency may be varied if required by the Board or Engineer.

Re-tamping, that is, remixing with additional water, mortar or concrete that has partially hardened will not be permitted.

When in place, all wheeling, work or walking on it must be prevented until it is sufficiently set; and, if the Board or Engineer shall require it, the Contractor must keep the freshly laid concrete covered with wet canvas or tarpaulins to protect it from the sun.

All concrete facing on walls shall be finished by spading, so that the largest pieces of gravel or stone will be prevented from touching the forms, thus securing a smooth face without plastering, coating or cement washing.

18. Facings. Forms on exposed faces shall be absolutely smooth and evenly matched so that no unevenness or timber markings will appear other than the natural grain of the timber. The natural grain markings and other imperfections, to be removed by rubbing with a flat emery block, or other like suitable substance. No plastering, coating or cement washing will be allowed.

19. Placing. The concrete shall be placed in layers not exceeding eight inches in thickness and then tamped so that the water will flush to the surface. In all cases after the starting of the placing of concrete, whenever a stop is necessary for a period of time sufficient to allow of the initial setting of the concrete, the concrete shall be made level with a joint or crack between boards in the forms before stopping the placing thereof. The crack or line selected shall continue entirely across the exposed part of said structure, different levels, elevations or place of stopping to be avoided. When a stop is made, before commencing again the placing of concrete, the bonding section in place shall be thoroughly wet and then slushed with pure cement. This must be done immediately in advance of the placing of the next layer thereon.

20. Forms. Rigid forms shall be provided to receive the concrete and hold it in place until firmly set. The floor form to be absolutely rigid and not to be removed from the structure until at least 21 days after the completion of the floor slab. Forms on exposed faces to be as provided for in the section entitled "Facings." Forms for the abutments on the faces thereof and on the stream side of the wings shall extend to the extreme bottom of the concrete.

Forms for all exposed surfaces shall be dressed and smoothed and the surface carefully matched. Upright forms must be securely wired to prevent bulging and braced to maintain alignment.

The lagging, or boards in contact with concrete, shall be made nonabsorbent as directed by the Board or Engineer. Loose concrete, saw-dust and debris must be carefully removed from the forms before placing concrete.

21. Reinforcement. All reinforcing bars shall be medium steel having an elastic limit exceeding 32,000 pounds per square inch, and an ultimate tensile strength of at least 60,000 pounds per square inch. All bars shall be free from rust, scales, paint oil or grease and shall in all cases be imbedded to a depth of at least one inch.

Unit trusses shall be spaced eighteen inches on centers and shall consist of several continuous members of size and number as indicated above and shown on the plans, locked together with claps and providing diagonal tension reinforcement.

The contractor shall place bars in the exact position and manner as indicated on the plans, and keep them in such position, by wiring and blocking until the concrete is in place. Care to be taken that no blocks become imbedded in the concrete.

22. Chamfered Edges. All exposed edges shall be chamfered with 3/4 inch chamfered strips or mouldings to present a neat appearance and to prevent chipping.

23. Frost Protection. No concrete shall be placed in freezing weather without a written order from the Board or Engineer, and upon such written order, the Contractor shall not proceed unless he is absolutely able to comply with and carry out the following: The water, sand and gravel or stone, shall be warmed immediately before mixing and the temperature of the concrete maintained above freezing until its FINAL set has developed.

24. Waterway. In addition to the general cleaning up provided for in Section 22 of the General Specifications, the contractor shall remove all false work, dirt, sand, gravel and all material of whatever kind down to the water line or spring line, from abutment to abutment.

Lower Course. On the proper preparation of the sub-grade the stone shall be placed between 8 inch boards lined up 10 feet apart, 5 feet on each side of the center line, using not less than 30 tons per 100 feet. The boards shall be removed and the stone banked in with the material obtained from the side ditches which are to be com-

pleted as the banking proceeds. After the stone has been placed and properly banked in the whole surface shall be rolled beginning at the edges and rolling inward, leaving 12 feet along the center flat for the reception of the gravel. Stone. The stone shall be first class Mitchell limestone, hard and free from clay or other foreign substance and shall be that part of the product of the crusher that will pass a 2 and 1/2 inch screen and be retained on a 3/4 inch screen.

Upper Course. Upon the 12 foot center the gravel shall be placed in the same manner as the stone using 6 inch boards and spreading in such a manner as to complete the crown of the road using not less than 30 tons or 20 tons per 100 feet.

Gravel. The gravel shall be washed and screened, clean and hard not containing pieces more than one inch in diameter, and shall be of the size that will consolidate with the limestone and pack under traffic.

Freight Bills. The Contractor shall furnish the Engineer with duplicate freight bills for all material used on the road.

Rolling. All rolling shall be done with a steam roller weighing not less than ten tons. Rolling shall be continued until further benefit is not perceptible, the amount done being satisfactory to the Engineer and Superintendent.

Finishing. When the gravel is all in place and the Engineer has been satisfied as to the amount the Contractor shall go over the road from the beginning to the end, smoothing up both grade and ditches till all conform to Cross Section. As portions of the road are finished the side ditches and berms shall be blocked by rails or posts or in any way that will effectively prevent driving on the sides until the gravel becomes packed.

GENERAL SPECIFICATIONS.

Public Work for Hendricks County in the State of Indiana.

1. Intention. It is intended that the specifications and the accompanying drawings shall provide for a complete and finished improvement of the kind contemplated in every particular. These General Specifications shall be used in connection with, and be considered a part of, all detail specifications; and the specifications shall be considered a part of the contract or obligation.

2. Board. The word "Board" as used in these specifications, refers to the Board of Commissioners of Hendricks County, Indiana, the representative in this contract of the County of Hendricks. Whenever the words "The Board" are used in the specifications, they shall be understood as referring to the aforesaid Board of Commissioners.

3. Engineer. Wherever the word "Engineer" is used in these specifications, it shall be understood as referring to the County Civil Engineer of the County of Hendricks. In case of the absence of the Engineer, or in case he shall so direct, the powers and duties herein assigned to him will devolve upon his assistants or inspectors, duly appointed by the Board of Commissioners.

4. Contractor. Wherever the word "Contractor" is used it shall be understood as referring to the person, firm or corporation who shall enter an agreement to execute and perform the work, or any part thereof, as herein specified and contemplated, or to the authorized representative of said person, firm or corporation.

5. Meaning of Specifications. In case the specifications or drawings are deficient in any part, or not clearly expressed, bidders desiring to submit propositions shall apply to the Engineer for information before submitting their propositions. Bidders must examine for themselves the location of the proposed work and exercise their own judgment as to the nature and amount of work to be done. If it be found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any part of the work contemplated, in accordance with the spirit of the plans and specifications, the contractor will be required to execute and perform the same, as though fully and correctly stated, and the deviation from, the work herein contracted for. The contract for this work comprises the formation, construction, completion, and maintenance of the several parts of this contract shall be taken together to explain each other, and to make the whole consistent.

6. Disagreement. Should any discrepancies appear or misunderstanding arise as to the meaning of the contract or of the Specifications, Plans, Profiles or Drawings, or as to the quality or quantity of the materials, or as to the proper execution of the work, or as to the measurements or valuation of any works executed under the contract, or as to extras thereupon or deductions therefrom, the same shall be determined by the Engineer or Board; and the contractor shall immediately, when ordered by the Board or Engineer, proceed with and execute the work according to such decision, and with such additions to or deductions from the contract price as are provided for under Section 26 of the General Specifications.

7. Staking Out Work. The work to be done under this contract will be staked out by the Engineer or his assistants. The Contractor shall give the Engineer at least thirty-six hours' notice in writing before requiring stakes to be set out on any portion of the work, and he shall clearly state in such notice the exact locality or localities where such stakes are needed for immediate use. He shall also give the same notice to all authorized Inspectors, Superintendents, or other persons in charge. Any work done contrary to the provisions of this section must be taken up and rebuilt immediately upon the order from the Board or Engineer. The Contractor must satisfy himself before commencing work as to the meaning and correctness of all stakes and marks, and no claim will be entertained by the County for or on account of any alleged inaccuracies, or for alterations subsequently rendered necessary on account of such alleged inaccuracies, unless the Contractor notifies the Engineer thereof in writing before commencing to work therefrom. The Contractor will be held responsible for the preservation of all such stakes and marks in their proper positions, and in case any of them are lost or destroyed after having once been given, he shall at once notify the Engineer in writing, and all expenses incurred by the County in replacing the same shall be charged against the Contractor, and the Engineer shall report the same to the Board for collection, and it shall be paid by the Contractor before completion and final acceptance of his work. As the stakes and marks will not in all cases represent all the grades, lines and angles and changes of surface in the finished work, the Contractor must be careful to see that they are taken in connection with the Plans, Details, Specifications and Engineer's directions except when he may discover errors in the same, in which case he shall at once discontinue work thereon until such errors are rectified, but no claim shall be made or allowed on account of any delay occasioned thereby.

8. Assistance. The Contractor is to furnish the Engineer or any of his assistants with any reasonable assistance which he or they may require at any time, to help in driving stakes, or in laying out the work. He shall also furnish the said parties or any of the Inspectors with all required assistance to facilitate thorough inspection or culling over or removing defective materials, or for thorough examination into any of the work performed, or for any other purpose required in the discharge of their respective duties, for which service no additional allowance will be made.

9. Inspection. The Board of Commissioners may appoint such inspectors as it may deem necessary, who shall be paid by the County of Hendricks and who shall be on the work at all times and report to the Board.

Whenever the Contractor fails to complete the work herein specified within the time named he shall pay the wages of such Inspectors at the rate of \$2.50 per day for each Inspector from the above specified time to the completion of the work, and said amount shall be paid to the County of Hendricks before the final acceptance by the Board.

10. Incompetent or Disorderly Persons. Inspectors are required to see that all the provisions of the contract and specifications are faithfully adhered to, and to report to the Board or Engineers any failure on the part of the Contractor so to do. The Board or Engineer shall have the authority to dismiss from the work any superintendent, workman or any other person employed by the Contractor, who shall refuse or neglect to obey the instructions of the Board or Engineer in anything relating to the work, or who shall perform his work in any manner contrary to the specifications or directions of the Engineer, or who shall be deemed by the Board or Engineer incompetent or unfaithful. The Contractor shall also, on the demand of the Board or Engineer, discharge from the work any drunken, disorderly, insolent, or otherwise disagreeable person, and shall not again employ him on the work without the consent of the Board or Engineer.

11. Work Not Inspected. Any Inspector may stop the work on the order of the Board or Engineer if there is not a sufficient quantity of suitable and approved material on the ground to carry it on properly or for any other good and sufficient cause. Any work done in the absence of the Inspector may be condemned, and when so ordered must be rebuilt or replaced as directed, at the Contractor's expense.

12. Work at Contractor's Risk. It is understood that the whole of the work embraced under these specifications is to be done at the Contractor's risk, and he is to assume the responsibility, and risk of all damages to the work or to the property on the line of said work, which may result from floods, backwater, caving of the highways, settling of the foundations of buildings, or from any other causes whatever connected with the construction of said work. No extension of time will be allowed for finishing the work, except as herein specified, it being understood and agreed that the Contractor must take the risk of any and all delays arising from the nature of the work, or from any action of the elements or otherwise.

13. Protection of Work. When in the opinion of the Board or Engineer, the weather may be such that it is deemed advisable to discontinue the work until the following spring, the Contractor is required, on notice to that effect from the Board or Engineer, to place the work in proper condition for the accommodation and protection of the public for the winter season, and for the protection of the work against snow, frost or ice; and in the event of his failing to do so within the space of forty-eight hours after having been notified to do so, the Board of Commissioners shall have the power to take whatever steps it may deem necessary to the interest of the public, and for the protection of the work, and all expenses so incurred by reason of such action shall be paid by the Contractor before the final acceptance of the work. Unless with the written permission of the Board or Engineer, no work of any description liable to be

injured by the action of frost shall be carried on during freezing weather, but it shall be properly covered, protected and guarded, and work shall not be resumed thereon without the written consent of the Board or Engineer.

14. Suspension of Work. The Board may, from time to time, suspend the work at certain places or altogether if, in its opinion, the public needs require it; but the Board shall not have the right to stop the work altogether for more than a week at any one time, except that, whenever, in the opinion of said Board, the conditions of the weather are not suitable for doing the work, it may cause the work to be suspended. In case of any suspension by the Board, the time in which the Contractor is required to complete the work shall be extended by as many working days as the same is thus suspended, provided that if the work is suspended on account of failure to comply with the specifications, the extension of time will not be granted.

15. Materials. All materials furnished shall be of the best quality of their respective kinds. No material of any kind shall be used until they have been examined and approved by the board or Engineer, who shall have full power to condemn any work or materials not in accordance with the specifications, or which do not equal the samples of materials to be used in the work, approved by the Board or Engineer, and to require the Contractor to remove any work or materials so condemned, and, at his own expense, to replace the said work or materials to the satisfaction of the Board or Engineer. In case the Contractor shall

neglect or refuse, after written notice, to remove or replace said rejected work or materials, they shall be removed and replaced by the Board at the Contractor's expense. The Contractor shall furnish the Board and Engineer with all desired information as to where or from whom materials are obtained. Any defective materials or work which may have been temporarily passed or overlooked, shall be corrected at any time on demand of the Board or Engineer. None of the work will be finally accepted until the whole is complete and ready for acceptance.

16. Protection to Property. Materials delivered on the highway shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located, or adjacent thereto, as the Board or Engineer may direct in such manner as to cause the least inconvenience and damage to property owners and the general public. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from any damage. Injury to lawns, trees, sidewalks, street or other improvements must be made good by the Contractor to the satisfaction of the Board. All lot stakes along the line of work must be carefully preserved.

17. Bills. Before final acceptance of the work the Contractor shall pay all bills for materials and labor incurred in connection therewith, and shall submit satisfactory evidence to the Board of such payment.

18. Facilities. The Contractor shall provide all necessary facilities, furnish all the materials, and employ a sufficient number of competent men, to carry on the work with dispatch. If at any time the work is not progressing satisfactorily, the Board may direct the Contractor to employ more men to complete the work under contract within the time specified, and on failure of the Contractor to obey, the Board shall have the power to double the penalty for failure to complete the work on time. In employing men, preference shall be given to residents of the County of Hendricks whenever practicable.

The Contractor shall at all times have some competent and authorized superintendent or foreman on the work, to whom notices, orders and instructions may be given, his name to be certified in writing to the Board and Engineer.

19. Connection with Other Work. It is understood that the completion of the contract under this agreement includes any and all work, that may be necessary to connect the work done with the adjoining work in a reasonable manner; said reasonable manner to be determined by the Board and Engineer. In case any of the work constructed under these specifications shall intersect any culverts, sewers, house-connections, catch-basins, or other connections previously existing and still in use, so much of the same as may, in the opinion of the Board or Engineer, be necessary, shall be taken up and rebuilt, relaid and extended, as the case may require, so as to conform in a proper manner with the new work, without additional compensation. All old sewers or drains or culverts on or near the line of work that are rendered useless by the new construction must be taken out or filled solidly with good earth, well rammed, as may be required.

20. Skill. The Contractor shall be required to exercise all proper skill in the prosecution of the work. Although the Board and Engineer may assent to special means for prosecuting work in difficult cases, this will not relieve the Contractor from the responsibility as to the result.

21. Barricades. The Contractor shall employ all necessary day and night guardsmen, and erect and place all necessary barricades and lights, and shall use all due and proper precautions to prevent injury to any property, person or persons whatever, and shall omit no reasonable precaution which will tend to the security of all persons and property.

22. Debris. On the completion of the work, the Contractor must remove from the premises all surplus material and debris of every kind and description. He must also restore to their former condition all sidewalks, cross-walks, streets, parks, pavements, curbs, fences, and other public or private property which may have been disturbed or damaged by reason of his work. Upon the temporary dis-

continuation of the work, all the materials or debris are to be piled up snugly and safely, so as not to impede travel on the sidewalk, roadways or driveways, or to interfere with the use of fire plugs, or of drainage in the gutters.

23. Affidavit. Before the work is finally accepted by the Board, the Contractor must file an affidavit that all work has been done in accordance with the plans and specifications to the best of his knowledge and belief.

24. Indemnity. The Contractor shall keep the County of Hendricks free and harmless from the payment of any and all damages, costs, expenses, royalties, patent fees, or any sum of money whatsoever, by reason of any actions, claims, demands or proceedings, arising out of any infringement, of alleged infringement, or use of any patented device, article, system or arrangement that may be used by the Contractor in the execution of his work. And the Contractor will be required to indemnify and save harmless the County of Hendricks from all claims or actions of any kind or description made or brought against the County for, or on account of, any injuries or damages received or sustained by any person or persons in the work of construction, or by or in consequence of any neglect in guarding the same or in any improper materials used, or by or on account of any act of commission or omission of the Contractor or his agents or employees.

25. Laws and Ordinances. The Contractor must familiarize himself with all town ordinances and state laws, or regulations controlling the action, or operation of those engaged upon the work, or affecting the materials used, and must govern himself in accordance with them.

26. Changes in Plans, Extra Work. The Board reserves the right to alter or change any detail in the materials or method of construction, which will not materially increase or decrease the cost of the work, without any additional compensation to the Contractor. More important changes or alterations may be made by the Board, should the exigency arise and become apparent during the progress of the work, through faulty design as provided by the plans and specifications, or by reason of obstructions met with which could not reasonably have been foreseen before the work begun, notwithstanding such changes or alterations may materially increase or decrease the cost of the work; but the Contractor shall not proceed with such changes or alterations without a written order from the Board, the price agreed upon to be added to, or deducted from, the contract price, being stated in the order. In case the Board and Contractor can not agree as to the price, it shall be taken as the estimated actual cost, plus fifteen per cent, as determined by the Engineer. No claim whatever shall be allowed for extra materials or labor furnished, unless the same shall have been ordered in writing. It is expressly agreed and understood that any alteration, or changes made, shall not in any way violate or annul the contract. Any claim for damages or for any other matter or cause must be made in writing to the Board at the time the alleged damage occurs, or the cause for the claim arises; and unless such claim is so presented, it shall be held that the Contractor has waived such claim and he shall not be entitled to receive pay for the same.

27. Inspection. All the materials and workmanship of whatever description, shall be subject to the inspection and rejection of the Board or Engineer. The Contractor shall recognize any assistant or inspector that the Board may appoint, under the direction of the Engineer, to inspect the materials furnished, the labor to be performed and the execution of the work.

28. Collateral Work. The right to construct any sewer or sewers or to lay any water or gas mains, or electric conduits, or receiving basins, or culverts, or to build up or to adjust any man-holes not provided for in the contract, or to supply water or gas stop-cocks, and to grant permits for house connections with sewers or with water or gas pipes or conduits, at any time prior to the completion of the work, in case of sewers or sidewalks, or at any time prior to the preparation of the sub-grade in the case of roadway pavements, it is expressly reserved by the board, and the Board reserves the right to suspend work on any part of the contract at any time during the construction of the same, for the purposes above stated. And the Contractor shall not interfere with, or place any impediment in the way of any person or persons who may be engaged in the construction of said sewer or sewers, or, in laying such water or gas mains or conduits, or in making connections therewith, or doing other work of the character above specified. In any case the Contractor shall not be entitled to any damages either for the digging up of the street or for the delay, but he shall be allowed and shall be paid for any work or materials made necessary on his part, a reasonable sum (not to exceed fifteen per cent in addition to the actual cost) as may be agreed upon between him and the Board; and the time for completing the contract shall be extended by as many days as he was thus delayed.

29. Discontinuation of Work. Upon any temporary discontinuation of the work, all materials are to be piled up snugly and safely so as not to impede the travel on the sidewalks or carriage-ways or the use of the fire plugs or drainage in gutters, and all rubbish or surplus material shall be removed immediately thereafter from the highway by the Contractor.

30. Obstructions. The Contractor will be required to remove, at his own expense any and all obstructions, filth or refuse of any kind that may be encountered in the line of his work and which may be required to be taken out in order to construct the new work; also any rubbish, refuse or materials produced by such work. The materials in such obstructions shall be taken out by the Contractor and removed by him, and will be retained as the property of the County.

31. Work at Contractor's Risk. During the progress of the work and until the work is accepted as completed, the whole work done under this contract will be at the Contractor's risk, and he shall assume the risk of, and be responsible for, any and all damages to the work or injuries to persons or property, caused by, or in any way resulting from the doing or the mode of executing such work, whether the same be occasioned by a rise in any stream, floods, backwater, caving, settling of trenches, or foundations of buildings or any portion of the improvement, derangement of alignment, defect in surface, foundations or other appurtenances, or otherwise occasioned and whether such damages or injuries occur during the progress of the work; and in case the County is compelled to pay any money on account of any such damages or injuries the Contractor and his sureties shall repay to the County the amount so paid together with the court costs.

32. Sub-Contractors. The Contractor shall not assign or transfer the contract or sub-let the work or any part thereof, except with the approval of the Board. In case the Contractor sub-lets or under-lets, or makes a sub-contract contrary to this section, he shall pay to the County a sum to be assessed by the Board, and which shall be deemed liquidated and ascertained damages. Any assignment of sub-letting of the contract shall in no wise affect the conditions or provisions of the contract and specifications.

33. Affidavit. On the completion of the contract, all portions of the work must be gone over carefully by the Contractor, personally or by his accredited representative, who must satisfy himself that every item is completed and all defects made good, and that all surplus material, refuse, dirt or rubbish is cleaned up and removed, and that the whole work is in a finished, satisfactory, neat and tidy condition, and ready in all respects for acceptance by the County. A sworn statement that the condition of the work is as just stated will be required from the Contractor in addition to the report of the Engineer, before the work will be accepted by the Board.

34. Duties of Engineer. The work under this contract in its progress and with respect to all details shall be under the supervision of the Engineer. It shall be his duty to see that all material used in the work done are according to the contract and specifications. His acts and each and all of them shall be under the order and direction and subject to the approval of the Board, and in all general and detail specifications where he is authorized to order direct, approve or disapprove or to do other act or thing, it is understood that his orders directions approval or disapproval or other acts are subject to review and approval or disapproval by the Board. All Inspectors, also, shall be under the special supervision and direction of the Engineer in carrying out the orders of the Board, but their acts in like manner shall be subject to review, approval or disapproval of the Board. It is understood that by the adoption of the general and detail specifications the Engineer, his assistants and deputies and the Inspectors in the employ of the Board are ordered and directed by the board to do the acts and perform the duties prescribed therein for each, but that all acts upon their part and each of them are subject to the approval or disapproval of the Board, and shall not be binding on the County of Hendricks until approved by said Board.

35. Bond. Within five (5) days after the successful bidder shall have been notified of the acceptance of his bid he shall file with the Board an approved bond in an amount as required by law, conditioned to guarantee the full and complete performance of his work, according to the terms of the contract, and that he will comply with and carry out all the terms and provisions of said contract, said bond to be in full force and effect up to and including the final acceptance of the work.

36. Time of Completion. The time fixed in the contract for the completion of the work shall be and is an essential element and consideration, and in addition to the pay of the Inspectors, provided for in Section 9, any sum not to exceed fifty (50) dollars per day, may, at the option of the Board, be deducted from the contract price as liquidated damages, for each and every day the work is delayed in completion after the time specified. And in the event said Contractor or his sureties fail or neglect to commence the work within 21 days from award of contract, or to prosecute said work with such vigor, as, in the opinion of the Board, will complete the same within the time fixed in the contract or fail to increase the force employed on said work, on notice from said Board, then said Board may declare said contract null and void, and adjudge the same to have been abandoned and forfeited, and may re-let or require said sureties to complete the same, as said Board shall elect; and said Contractor and his sureties shall be liable for all damage that may accrue by said failure to perform said work according to this contract, and shall be entitled to recover nothing from said County or the property owners along said improvement for work already performed or materials used, and such materials shall be retained by and belong to said County.

It is further ordered by the Board that said report of the civil engineer and viewers made and filed herein, and the supplemental report of said civil engineer and viewers made and filed herein, shall both be spread of record in the office of the Auditor of said Hendricks County, Indiana, on the record book kept and provided for such purpose.

And further proceedings in this cause are continued.

In the Matter of the Petition
of Alta B. Mercer and others
for the Improvement of a Public
Highway by Taxation.

Comes now the petitioners in the above entitled matter and it appearing to the satisfaction of the Board of Commissioners that a petition containing the names of more than fifty freeholders and voters of Bel River Township, in Hendricks County, Indiana, was filed in the office of the Auditor of said Hendricks County and State aforesaid on the 18th day of September, 1919.

And it further appearing to the Board of Commissioners of said county, that at the time of filing said petition the same was set for hearing on the 3rd day of November, 1919, as shown by the endorsement thereon of Chas. M. Havens, Auditor of Hendricks County, Indiana, which endorsement is in words and figures as follows, to-wit: (H. I.) And said petition now coming on for hearing before the Board of Commissioners as aforesaid, said petitioners now file the affidavit of Julian D. Hegate and Alvan Hall, Editors and publishers of the Republican and the Danville Gazette respectively, each being a public weekly newspaper of general circulation, printed and published in the english language, in the town of Danville, Hendricks County, Indiana, the same being the county in which the highway proposed to be improved is located, and said affidavits and notices being in the words and figures as follows to-wit: (H. I.) And it appearing to the satisfaction of the Board of Commissioners aforesaid, from the affidavits filed as aforesaid and the notices thereto attached, that due notice of the filing and the time and place of hearing of said petition was given in said newspapers by three consecutive weekly publications therein, the first of which publication was on the 25th day of Sept., 1919, and the last upon the 2nd day of Oct. 1919.

And said petitioners also propose and file the affidavit of Alta B. Mercer of said County and State, from which affidavit and the notice thereto attached, it appears that due notice of the filing of said petition and the time and place of hearing the same was fully given as required by law in such cases made and provided which notice and the affidavit is in words and figures as follows, to-wit: (H. I.) And it appearing from said affidavit that notice of the time and place of hearing of said petition as endorsed thereon by the Auditor of said County, was duly given by

posting said notices in three public places in Eel River Township, said County and State aforesaid, for more than fifteen days before the 3rd day of November, 1919. And now the said petitioners file the affidavit of George W. Brill showing that a copy of said notice containing a duly certified copy of said petition as certified by the Auditor aforesaid, which affidavit and notice is in words and figures as follows, to-wit: (H. I.) And it appearing that the proper notice as required by law, of this proceeding was posted at the courthouse door for more than three weeks before the 3rd day of November, 1919; and it further appearing that no tax payer of said Eel River Township, aforesaid, having filed any objections to the form or sufficiency of said petition and the Board of Commissioners having examined the same does now find that said petition is in due form and sufficient as required by law, and that the same was duly filed in the office of the Auditor of Hendricks County, Indiana, on the 18th day of Sept, 1919, and by endorsement on said petition said Auditor fixed the 3rd day of November, 1919, as the day for the hearing thereof, the same being the first day of the Regular November Term, 1919 of the Commissioners Court of Hendricks County, Indiana.

The Board of Commissioners aforesaid now finds that said highway, asked to be improved is less than three miles in length; that said highway connects at one terminus with a free gravel road and at the other terminus at the Township line which is the County line and also with a free gravel road at such Township and County line.

It is therefore ordered and adjudged by the Board of Commissioners aforesaid that said petition is sufficient in form and substance and in conformity of law in such cases made and provided, and now said matter is continued.
~~and now said Board being sufficiently~~
 advised in the premises orders said petition spread of record, in the records kept for such purpose in the office of the Auditor of said county and state, which petition is in the words and figures as follows, to-wit:

Petition to Improve Public Highway.

State of Indiana

SS;

Hendricks County

In the Commissioners Court.
 July Term, 1919.

In the Matter of the Improvement of a
 Public Highway in Eel River Township,

Hendricks County, Indiana.

To the Honorable Board of Commissioners, Hendricks County, Indiana:

We, the undersigned petitioners, represent and say that we constitute more than fifty freeholders and voters of Eel River Township, Hendricks County, State of Indiana, and we hereby respectfully petition your Honorable Board to improve by grading, draining and paving with stone, gravel, or other road material, and by the building of all necessary bridges, culverts and sewers thereon, the following described public highway lying and being wholly in Eel River Township, Hendricks County, State of Indiana, to wit: Beginning at the center of Section Eighteen (18) Township Seventeen (17) North, Range Two (2) West in Hendricks County, State of Indiana, in a County Free gravel road, and running thence West on the line dividing the Northwest quarter (1/4) from the Southwest quarter (1/4) of said Section

Eighteen(18) Township and Range aforesaid, and terminating on the County line dividing Montgomery and Hendricks Counties, in a County free gravel road now being constructed by said Montgomery County, said point of termination also being the West township line of said Eel River Township, said County and state aforesaid.

Your petitioners say that said described public highway has both termini in a county free gravel road and is not over three miles in length and we recommend that said proposed improved highway be made thirty-three feet in width.

Your petitioners further ask that upon a hearing of this petition that the same be found sufficient by this Honorable Board and the same be referred to viewers and a competent engineer to report upon said proposed improvement; that the same be improved without submitting the matter thereof to a vote of the legal voters of said township; that bonds in a series covering ten years be issued and sold to cover the costs and expenses of said improvement and for all such other steps, and proceedings as are necessary to make such improvement.

Names.

Altia B. Mercer
Milton Davis
Jos M. Otterman
Harry Jordan
Marvin H. Roberts
Dennis Chambers
Floyd M Spaulding
W. T. Reynolds
Alva R. Fiedl
A. Oat Edge
Charley Zimmerman
Gerard Kirtley
Columbus Myers
Henry Trammel
Andrew J. Davis
William T Wren
Fred L Clark
S. E. Chambers
Isaac Henry Huffman
George W. Buckingham
Morton Hardin
S. B. Trotter
Eddie Williams
E. F. Duckworth
Luther S. Page
Henry T. Lamb
John
R. P. Hunt
Grant Sellers
August Anderson
O. W Trotter
Chas. C. Clay
Zack Ragan
W. C. Dickney
Zinotlas West
John Henderson
H. F. Adams
Elbert hayes
Logan R. Owen
G. W. Bobstson
Elmer Ross
Zachariah T. Smith

Names.

Fred Roelford
Horace C. Coot
Joseph Wickham
John M. Smith
Geo. E Wendling
J. W. Long
L. C. Moon.
R. F. Somerville
Elijah Shirley
Lon I Davis
W. G. Duckworth
George B. Davis
Jos. B. Fleece
James H. Fiscus
Cly Frankeberger
Richard B. Long
Ben Neff
J. B. Bowen
Grant Spears
W. Frank Nichols
H. C. Gibson
Rnicks Hubble
Andrew B. Huckstep
J. Schiller
J. Henry Clay

Void

It is further ordered that said petition be referred to viewers and a competent engineer, and now said Board appoints as viewers _____ and _____

two responsible freeholders and voters of Hendricks County, Indiana, neither of whom is a resident of said Eel River Township or the owners of taxable property in said township, in which said highway proposed to be improved is located. Said Board does now also appoint J. P. Johnson a competent civil engineer, to act with the viewers in this proceeding and it is further ordered by said Board that said engineer and viewers meet at the Auditors office at the Court House in Denville, Hendricks County, Indiana on the _____ day of _____, 1919, at the hour of 10 o'clock A. M. of said day and

~~there take an oath, and subscribe to the same, to faithfully and impartially discharge such duties as the law imposes in such cases made and provided.~~

~~It is further ordered that said civil engineer file his bond in the sum of \$ conditioned for the faithful performance of his duties as such engineer and that such engineer and viewers make report of their doings in the premises herein at the March term of the Commissioners court of said county and state aforesaid, and this cause is continued for further proceedings in conformity to these orders.~~

In the Matter of the Improvement
of the Robert Pierson et al
Highway in Middle Township.

It appearing to the satisfaction of the Court that the estimate of the costs of said improvement filed by the engineers and viewers at the October Term, 1916, of this court, was, on the account of the increased cost of material, too low, this court did at the February Term, 1919 of the Commissioners Court, appoint J. P. Johnson, Engineer, and George W. Searce and Albert Gentry, as reviewers to reestimate the cost of said Improvement. That said reviewers did, at the March Term, 1919, of this court, file a new estimate in the sum of \$16,500.00. That notices to contractors were published notifying contractors that sealed bids would be received by the Board of Commissioners until 10:15 A. M. Saturday, June 7, 1919. That no bids for the construction were received. That afterward to wit: June notices to contractors were published notifying contractors that sealed bids would be received by the Board of Commissioners until Friday, July 11 at 10 o'clock A. M. That no bids for the construction of said road were received. That on both of these occasions contractors were present and made bids on other roads but they informed the Board of Commissioners that on account of increased cost of material said improvement could not be made under the estimate made by reviewers. It is therefore ordered that Geo. W. Searce and Albert Gentry be appointed reviewers; be and they are hereby directed to qualify and convene and re estimate the cost of said Improvement, and report to the Board of Commissioners at the December Term 1919, and this cause is continued.

In the Matter of the Petition of
Grant Hornaday, et al, for the Im-
provement of a Public Highway.

Comes now the Board of Commissioners of Hendricks County, Indiana, and present and file their full and final report in the above entitled matter, which report is in the following words and figures, to-wit: (H. I.)

Also at this time comes J. P. Johnson, County Surveyor, and heretofore appointed engineer in the above entitled matter, and presents and shows to the Board the plans, Specifications, profile and details by him prepared for the improvement of the above entitled highway, and the Board, having examined the same and being duly advised and informed in the premises, does now at this time adopt such plans, specifications, profile and details and does hereby order that they be made a part of the foregoing report by reference therein in such report to such plans, specifications, profile and details, all of which is hereby ordered by the Board.

Further it is hereby ordered by the Board that such report of the Board, the plans, specifications, profile and details of the said engineer, and herein adopted by the Board, shall remain on file in the office of the Auditor of Hendricks County, Indiana, open to the inspection of any taxpayer of said county of Hendricks and State of Indiana for not less than ten days remonstrance against such proposed improvement, and further that such report of the Board, the plans, specifications and details of the said engineer, as adopted by the Board, shall remain on file in the office of the Auditor of said county, open to the inspection of every person, or corporation interested therein, and of his or its agents or attorneys for ten days in which time any claims for damages on account of such improvement may be presented and the same will be considered by the Board.

All of which is hereby ordered by the Board.

Further proceedings herein are continued.

Ordered that the Board do now adjourn.

Board of Commissioners of
Hendricks County, Indiana.

December Term 1919.

Lewis A. Phillips et al Road

Monday, December 1, 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 Claim and Allowance Record No. 2.

See Road Record No. 10.

In the Matter of the Petition of
Lewis A. Phillips, et al, for the
Improvement of a Public Highway
Between Franklin and Clay Townships.

Come now the petitioners herein and produce and file the affidavits of Julian D. Hogate and Alvin Hall, editors respectively of the "Republican" and the "Danville Gazette", two weekly newspapers of general circulation throughout Hendricks County, Indiana, representing two political parties casting the highest number of votes at the last general election in said county, printed and published in the town of Danville, Hendricks County, Indiana, which said affidavits are in the words and figures, to-wit: (H. I.) from which affidavits it appears to the satisfaction of the Board that notice of the time and place of receiving bids for the construction of the improvement proposed in the foregoing entitled cause was duly published in said newspapers for three consecutive weeks, the first of which publications was on the 6th day of November, 1919, and the third and last of which publications was on the 20th day of November, 1919, a copy of which said notice so published being attached to each of said affidavits and is made a part thereof.

Said petitioners also now produce the affidavit, heretofore filed with the Auditor of Hendricks County, Indiana, of Frank T. Carroll, advertising manager of the Indianapolis News, a daily newspaper of general circulation throughout the state of Indiana, printed and published in Indianapolis, Indiana, a copy of which affidavit with notice attached is in the following words and figures, to-wit: (H. I.) and from which affidavit it appears that notice of the time and place of receiving bids for the construction of the improvement prayed for in the foregoing entitled matter was duly published in said newspaper on the 10th day of November, 1919, and

Dec. Term, 1919

Lewis H. Phillips et al Road

more than two weeks prior to the date fixed in said notice for the receiving of said bids.

And from all of which said affidavits it appears, and the Board so finds, that due notice of the time and place for receiving sealed proposals for the making of said proposed improvement herein prayed for has been given by said auditor as provided by law in such cases.

And now the hour of 10:15 A. M. of the 1st day of December, 1919, the hour of said day up to which it was provided in said notices that sealed bids would be received by said Board for the work of said proposed improvement, having arrived, the Board now finds upon inquiry and investigation that no bids for the work of said proposed improvement were submitted and filed, and that the reason therefor is that the estimate of the cost of construction of said proposed improvement as made by the viewers and engineer is less than the cost of procuring the same to be improved and constructed, as the Board does now find.

And the Board does now further find that a new estimate of the cost of said proposed improvement should be made, and for said purpose the Board does now appoint Charles F. Smith and H F Pratt as viewers, and J. P. Johnson, as engineer, he being the duly acting and qualified surveyor of Hendricks County, Indiana, and the Board finds that each of said persons named as viewers is a bona fide resident freeholder of Marion Township, Hendricks County, Indiana, and that neither is the owner of real estate or personal property in Franklin or Clay Townships, said county and state, and that said J. P. Johnson is the duly qualified and acting surveyor of said county of Hendricks, in said state.

It is therefore ordered by the board that said named viewers and engineer shall meet at the Auditor's office at Danville, Indiana, on the 6th day of December, 1919, at 10 o'clock, A. M. and qualify for their appointment herein and the Auditor is directed to give them the proper notice of their appointment and of the time and place of meeting.

It is further ordered by the Board that said engineer and viewers make a new estimate of the cost of construction of the above entitled improvement based upon the plans and specifications heretofore adopted and approved and that they make a report of their doings at the next regular term of the Board.

And further proceedings herein are continued.

December Term, 1919.

Grant Hornaday Road

In the Matter of the Petition of
Grant Hornaday, et al, for the Im-
provement of a Public Highway.

Comes now the Board of Commissioners of Hendricks County, Indiana, and
presents and files its Supplemental Report herein, which Supplemental Report is
in the following words and figures, to-wit:

Supplemental Report of Viewers.

To the Honorable Board of Commissioners:

In the matter of the petition of Grant Hornaday, et al, for the improve-
ment of highway.

We, the undersigned Board of Commissioners of Hendricks County, Ind-
iana, who on the 3rd day of November, 1919, filed our report in the above
cause, and ten days having expired since the filing of the same, now file this as
our supplemental report, to wit:

We would respectfully report that the improvement of said highway in the
manner set forth in our former report, will not occasion any damages to the lands
of any Infat, Idiot or person of unsound mind, and that no person, firm or corpor-
ation has made any written claims for damages on account of said proposed improvement.

Respectfully submitted,

J. D. Brickert,

C. B. Phillips,

Jno. G. Shelton, Viewers.

Subscribed and sworn to before me this 1st day of December, 1919.

C. M. Havens, Auditor.

And now the Board finds that no damages will result to any person or
corporation on account of such improvement and that no claims of any kind or char-
acter were presented to the Board for damages on account of the proposed improve-
ment herein as provided in the report of the Board, plans, specifications, pro-
file and details adopted by the Board.

And now further proceedings herein are continued.

Dec. Term, 1919.

Robert Pierson Road

In the Matter of the Improvement of the
Robert Pierson, et al, Highway in Middle Township.

Comes now the petitioners herein, and also J. P. Johnson, engineer, and Geo. W. Searce and Albert Gentry, reviewers heretofore appointed to re-estimate the cost of construction of said improvement herein according to the report, plans and specifications of the engineer and viewers heretofore made and filed in this proceeding, and file report of their estimate of the cost of said construction. And said report coming on for hearing, and the Board having inspected said report and being fully advised and informed as to said re-estimate so made in said report, now in all things approves said report, and orders said report spread or record, which is now done and is in words and figures, as follows:

Re
Order to View Road.

State of Indiana

SS:

Hendricks County

Commissioners Court

November Term, 1919.

To Geo. W. Searce, Albert Gentry and J. P. Johnson:

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their November Term, 1919, to review a proposed highway, as follows, to-wit: Commencing at the Township line dividing Union and Middle Townships, in said County and State, beginning point being at the South West corner of Section 2, township 16 North of Range 1 West; thence due East on the Section line dividing Sections 2 and 11, and Sections 1 and 12 in said Township 16 North, Range 1 West for a distance of land $3/4$ miles to a point when the same intersects with the Maplewood and Pittsboro Gravel Road, said road to be straightened where the same now vanes from said Sections division lines, and, if said proposed highway will be of public utility, mark and lay out the same, in the manner prescribed by law, to the width of thirty feet.

You will meet at the office of J. P. Johnson, Surveyor, at the courthouse at Danville, Indiana, on the 28th day of November, 1919, at 9 o'clock A. M. and after being duly qualified, proceed to make said view, and report at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 3rd day of November, 1919.

C. M. Havens, Auditor.

Oath of Viewers.

State of Indiana, Hendricks County, SS:

We, Geo. W. Searce, Albert Gentry, and J. P. Johnson, do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Geo. W. Searce,

Albert Gentry,

J. P. Johnson, Viewers.

Subscribed and sworn to before me this 28th day of November, 1919.

C. M. Havens, Auditor.

Road Viewers' Report.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular November Term, 1919, to view a proposed highway, as petitioned for by Robert Pierson, et al, have discharged the duty assigned us, and submit to you the following report, to wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, which by metes and bounds and course and distance is as follows, to wit: The said proposed highway to be in width.

We re-estimate that the present cost of the proposed improvement is \$22,000.00.

And we are of the opinion that said highway would be of public utility.

Respectfully submitted,

Geo. W. Searce,

Albert Gentry,

J. P. Johnson, Viewers.

And now the Board orders and directs the Auditor to give notice by publication for two weeks in two weekly newspapers of general circulation in Hendricks County and State of Indiana to the voters of Middle Township, State of Indiana, of the said new estimate and the amount said new estimate and the amount thereof, according to law.

And now this cause is continued for further proceeding.

In the Matter of the
of Henry Hunt, et
Improvement of a
in Marion Township,
Indiana.

Comes now

said Hendricks County

advertising manager

throughout the State

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on the 10th day of

fixed in said notice

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Frank T. Carroll

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In the Matter of the Petition
of Henry Hunt, et al, for the
Improvement of a Public Highway
in Marion Township, hendricks County,
Indiana.

Comes now the petitioners herein and also comes Charles M. Havens, Auditor of said Hendricks County, and produces and files the affidavit of Frank T. Carroll, advertising manager of the Indianapolis News, a daily newspaper of general circulation throughout the State of Indiana, printed and published at Indianapolis, Indiana, from which affidavit it appears to the satisfaction of the Board that notice of the time and place of receiving bids for the construction of the improvement prayed for in this proceeding and as reported by the civil engineer and viewers appointed herein, and as heretofore herein ordered by this Court, was duly published in said Indianapolis News on the 10th day of November, 1919, and for more than two weeks prior to the date fixed in said notice for receiving said bids, a copy of which notice so published and the proof of publication thereof as aforesaid is attached to said affidavit of Frank T. Carroll and is in words and figures following, to-wit: (H. I.)

And now Charles M. Havens, Auditor of said Hendricks County, State of Indiana, produces and files the affidavits of Julian D. Hogate, Editor and publisher of the Republican, and Alvin Hall, Editor and publisher of the Danville Gazette, which Republican and Danville Gazette are two newspapers of general circulation, printed and published in the town of Danville, County of hendricks, State of Indiana, from which affidavits it appears to the satisfaction of the Board that notice of the time and place of receiving bids for the construction of the improvements petitioned for herein, provided for in the report of the civil engineer and viewers appointed herein and as heretofore ordered by the Board herein, was duly published in said newspapers for three weeks, successively, the first of which publications was on the 6th day of November, 1919, and the last of said publications was on the 20th day of November, 1919, a copy of which notices so published being attached to each of said affidavits, said notices and affidavits being in words and figures following, to-wit: (H. I.)

And the Board further finds from all the copies of said notices and affidavits filed therewith that due and regular notice of the time and place for receiving sealed bids and proposals for the making of the improvement herein ordered by the Board has been given by the said Auditor of hendricks County, as provided by law.

And now the hour of 2:15 o'clock P. M. on this first day of December, 1919, having arrived, upon which time it was provided and contained in said notices that sealed bids would be received by the Board of Commissioners of hendricks County, Indiana, for the construction of the improvement ordered herein said Board now finds that upon examination, bids were submitted as follows:

Oliver J. Larkin, \$26,000.00, and that said bid was all and the only bid received for the construction of said work.

And the court now finds upon opening said sealed bid and proposal in the presence of said petitioners and the general public that said bid is in due form accompanied by a sufficient non-collusion affidavit and that there is filed therewith a good and sufficient bond as required by law. And the Court further finds that the said bid of Oliver J. Larkin being all and the only bid and said bid not being in excess of the amount of the estimate made by the viewers herein as shown by their report the Board finds that the contract for the construction for said improvement should be awarded to the said Oliver J. Larkin.

It is further ordered by the Board that the bid of the said Oliver J. Larkin be and the same is now hereby duly accepted by the Board of Commissioners of Hendricks County, Indiana and that the contract for said improvement be and the same is now hereby awarded to the said Oliver J. Larkin at and for the sum of \$26,000.00 and the bond of the said Oliver J. Larkin with the Fidelity and Deposit Company of Maryland as surety thereon and conditioned for the faithful performance of the work contracted and agreed to be done by the said Oliver J. Larkin in accordance with the report and profile and the plans and specifications therein set forth and as set out and contained in the contract entered into by and between the said Oliver J. Larkin and the Board of County Commissioners, which bond is in the penal sum of \$ 53,000.00 is now hereby duly approved by the Board, which bond and approval endorsed thereon by the Board is in words and figures following 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, as Surety, are held and firmly bound unto the State of Indiana, in the penal sum of FIFTY THREE TH SAND DO LARS (53,00.00) 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 24th day of November, 1919.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH¹ That, Whereas, the joint Boards of Commissioners of Hendricks County and Morgan County, Indiana, are about to let a contract for the construction and completion of a road with stone base and gravel top, known as the Henry Hunt, et al. road in Marion Township, Hendricks County, Indiana.

And Whereas, the above named and bounded Oliver J. Larkin has filed a bid for said work, with the Auditor of Hendricks County; now therefore, if the said Boards of Commissioners shall award said Oliver J. Larkin the contract for said work and said Oliver J. Larkin shall promptly enter into contract with said Boards of Commissioners for the said work and shall well and faithfully

December Term, 1920.

Henry Hunt et al Road.

do and perform the same in all respects, according to the plans and specifications adopted by the Boards 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 null and void; otherwise to remain in full force virtue and effect.

Oliver J. Larkin.
Principal.

Fidelity and Deposit Company of Maryland, By John S Hunt

Attorney in Fact.

STATE OF INDIANA^{SS}
HENDRICKS COUNTY

Before me, Auditor in and for the County of Hendricks, Indiana, personally appeared Oliver J Larkin, and acknowledge the execution of the foregoing instrument for the use and purpose therein mentioned. Witness my hand and seal this 1st day of December 1919.

C. M. Havens Auditor.

Approved by endorsement thereon by the Board of Commissioners of Hendricks County, Indiana, on the 1st day of December, 1919.

John D Brickert

C B Phillips

John G Shelton

Commissioners of Hendricks County, Ind.

And the bid of the said Oliver J Larkin having been accepted and his bond having been duly approved by the Board said Board now enters into a contract with the said Oliver J Larkin for the improvement of said work which said contract duly reduced to writing and signed by the said Oliver J Larkin and the members of this Board as the Board of Commissioners of Hendricks County, State of Indiana, is in words and figures following to-wit;

CONTRACT.

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 1st day of December, 1919, the said Board of Commissioners received bids for the construction of the Henry Hunt et al, Highway 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 \$ 26,000.00 and the said party of the first part now covenants and agrees to build and construct said road in all respects in accordance

December Term, 1919.

Henry Hunt et al Road.

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 Hendricks 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 the 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 September 1920, 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 September, 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 1st day of September, 1920, the sum of twenty five dollars (\$25.00) per day for each and every day that said improvement shall remain uncompleted 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 and Act approved March 4th, 1922, Acts of 1911, Page 437, for a period of thirty days or until proof be made of the payment of all labor, materials, and subcontractors claims.

The party of the second part hereby agrees that the party of the first part

December Term, 1920..

Henry Hunt et al Road.

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 engineers said estimate; 20% of the contract price shall be retained by the said County until 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 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 1st day of December, A.D. 1919.

Oliver J. Larkin

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 the Board further finds that the entire costs of said improvement in the contract price, the expense incurred in the per diem of the engineer, viewers superintendent of construction, the advertising, transcript, attorneys fees, and all other expense incurred and to be incurred as provided by law, is the sum of \$27000.00.

And now said Board appoints Henry Hunt a freeholder and household resident of Marion Township, Hendricks County, Indiana, superintendent to supervise the construction of said road according to the plans, profile and specifications files by the civil engineer and viewers, herein and according to the contract entered into by and between the said Oliver J Larkin and the Board of Commissioners of Hendricks County, Indiana.

And it is further ordered by the Board that the said Henry Hunt, qualify by filing his bond in the sum of \$5,000.00 conditioned for the faithful discharge of his duties herein.

And now comes the said Henry Hunt heretofore appointed by the Board of Commissioners as superintendent to supervise the construction of the improvement ordered herein, and accepts said appointment and files his bond herein in the sum of \$5000.00 with Perry Hunt as surety, thereon, which bond is duly examined by the Board and with the approval of the Board endorsed thereon, said bond and approval endorsed

December Term, 1919.

Henry Hunt et al Road..

thereon is in words and figures, following, to-wit;

KNOW ALL MEN BY THESE PRESENTS, that we Henry Hunt and Perry Hunt all of the County of Hendricks, State of Indiana, are held and firmly bound unto the State of Indiana, in the penal sum of Five Thousand dollars (\$5000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly, severally and firmly by these presents.

WITNESS, our hands and seals, this 12th day of September, 1919.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above bound Henry Hunt was on the ___ day of _____ 1919, duly appointed Superintendent of Construction of the Henry Hunt et al road in Marion Township, Hendricks County, Indiana.

NOW, if the said Henry Hunt shall well and faithfully discharge the duties of Superintendent of Construction according to law and in accordance with the plans, profiles and specifications on file with the Auditor, and adopted and approved by the Board of Commissioners of said Hendricks County, Indiana, and faithfully perform all his duties as such Superintendent of Construction, then the above obligation to be null and void, else to remain in full force and virtue in law.

Henry Hunt

Perry Hunt

Accepted and approved by the Board of Commissioners this ___ day of _____ 1919.

J. D. Brickert

Jno. G. Shelton

C. B. Phillips

Board of Commissioners

And now it is hereby ordered by said Board that the bonds of Hendricks County, Indiana, subject to approval of the State Board of Tax Commissioners be issued and sold provided by law in such cases to provide funds for the payment of the costs and expense of said improvement that said bonds be issued in the total sum of \$27,000.00 and in series of \$2350.00 each, and bearing interest at the rate of four and one half per cent per annum and payable semi-annually over a period of Ten years from the ___ day of ___ 19__ and now the Treasurer of said Hendricks County is hereby charged with sale of such bonds upon being issued. And further proceedings herein are continued.

John D Brickert

C B Phillips

John G Shelton

Commissioners Hendricks County.

Attest; C M Havens Auditor.

December Term, 1919.

John N Russell et al Road.

In the Matter of a Petition of John N. Russell et al for the Improvement of a Public Highway in Eel River Township, Hendricks County, and Jackson Township, Putnam County.

Comes now the petitioners by counsel, and come also the engineer and viewers herein, and it appearing to the satisfaction of the Board that it is impossible for said engineer and viewers to, at this time, make a report of their doings in the above entitled cause.

Therefore it is hereby ordered by the Board that said engineer and viewers be given until the next regular ^{Jan} term of said Board to make and file in the office of the Auditor of Hendricks County, Indiana, their certain report in writing, setting forth their determination in regards to said proposed improvement. And this cause is continued.

Ordered that the Board do now adjourn.

Board of Commissioners Hendricks County.

January Term, 1920.

John N Russell et al Road.

STATE OF INDIANA

SS

HENDRICKS COUNTY

In the Commissioners Court.

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; C B Phillips, John G Shelton and John D Brickert
all members of said Board.

The following proceedings were then had to-wit:-

In the Matter of the Petition of John N.
Russell et al for the Improvement of a
Public Highway in Eel River Township, Hendricks
County and Jackson Township, Putnam County.

Comes now the petitioners by counsel, and comes also the engineer and
viewers herein, and it appearing to the satisfaction of the Board that it is impos-
sible for said engineer and viewers to, at this time, make a report of their doings
in the above entitled cause.

Therefore it is hereby ordered by the Board that said engineer and
viewers be given until the next regular term of said Board to make and file in the
office of the Auditor of Hendricks County, Indiana, their certain report in writing
setting forth their determination in regards to said proposed improvement.

And this cause is continued.

In the Matter of the Improvement
of the Robert Pierson et al
Highway in Middle Township.

Come now again the petitioners herein and present and file notices to voters of
Middle Township, Hendricks County, Indiana, together with the affidavits of Julian D.
Hegate, printer and publisher of the Hendricks County Republican, a newspaper of
general circulation in said Hendricks County and State of Indiana, printed and published
in Hendricks County, Indiana, and Alvin Hall, printer and publisher of the Danville
Gazette, a newspaper of general circulation in said Hendricks County, and State of Indiana,
printed and published and published in Hendricks County, Indiana, from which it appears
that a copy of said notice was published in each of said publications in two successive
issues of said papers, and that the voters of Middle Township, Hendricks County, Indiana,
have been duly notified of the new estimate made by the re-viewers duly qualified by the

January Term, 1920.

Robert Pierson et al Read.

Board of Commissioners of the proposed improvement of said highway.

And the petitioners further show and represent that more than 20 days have elapsed since said publishers of notice to voters of Middle Township, Hendricks County, in said newspapers and that no objections or remonstrance has been filed against said new estimate or against the construction of said proposed Highway under said new estimate.

It is therefore adjudged and decreed by the Board of Commissioners is finally approved and fixed as the estimate of costs and expenses of the construction of said proposed Highway and Charles A. White, Auditor of Hendricks County, Indiana, is hereby authorized and directed to advertise for bids for the construction of said Highway under the new estimate adopted and confirmed by the Board of Commissioners and this cause is continued for further proceedings.

In the Matter of the Petition of
Grant Hernaday et al for the Improvement
of a Public Highway.

Come now the petitioners herein, and also comes the Board of Commissioners of Hendricks County, Indiana, and a duly certified copy of a resolution passed and adopted by the Town Board of the Town of Danville, Indiana, is presented and filed, which duly certified copy is in the following words and figures, to-wit:-

STATE OF INDIANA

HENDRICKS COUNTY SS
TOWN OF DANVILLE

Resolution consenting to the improvement of East
Main Street or Rockville Road, as prayed for by
Grant Hernaday et als.

In the Matter of the Petition of
Grant Hernaday et al for the
Improvement of a Public Highway.

Whereas, it appears to the Board of Town Trustees of the Town of Danville, Indiana, that Grant Hernaday and others, has filed in the office of the Auditor of Hendricks County, Indiana, his certain petition together with more than fifty other freeholders and voters of Hendricks County, Indiana, asking that the Board of County Commissioners of Hendricks County, Indiana, improve under and pursuant to the County Unit Road Act what is commonly known as the Rockville Road beginning at the East line of Washington Street in said Town of Danville and extending Eastward over and along said Rockville to the boundary line between Hendricks and Marion counties, and whereas, it appears that such action and proceedings have been had by the Board of Commissioners of Hendricks County, Indiana, and by the County Council of said county, that said improvement has been found to be of

January Term, 1920.

Grant Hornaday et al Road.

public utility for a distance of approximately five miles Eastward from said beginning point and plans and specifications have been ordered for such improvement, and whereas, the petition of said Grant Hornaday for himself and all the other petitioners has been presented to this Board asking that it give its consent to such improvement over and upon that portion of said Rockville Road as lies within the corporate limits of the town of Danville, Indiana.

Therefore: Be it resolved by the Board of Trustees of the town of Danville, Indiana, in regular session, that the Board of Commissioners of Hendricks County, Indiana, be and it is hereby authorized and empowered, and by this resolution is given the required jurisdiction over and upon the streets of the town of Danville, Indiana, and upon which said proposed improvement will pass, to make said improvement as prayed for in said petition, and as may be provided in the plans and specifications therefor, beginning at a point in the Rockville Road at the East line of Washington street in said town and extending Eastward over and along the said road to the corporation line of the town of Danville, Indiana.

Provided, however, that said Board of Commissioners shall require of the contractor awarded for such improvement a good and sufficient bond, with surety to the approval of the said board, conditioned so as to protect and save the said town of Danville, Indiana, from any and all losses or damage of every kind and character growing out of any injury to any person or property on account of the defaults or negligence of said contractor, his agents or employees in the execution of said work of improvement, and that said contractor will pay any judgment and costs that may be obtained against said town of Danville, Indiana, by reason of any such injury or damages.

And be it further resolved, that a duly certified copy of these resolutions under the hand of the Clerk of said town and the seal thereof shall forthwith be transmitted by said clerk to the auditor of Hendricks County, Indiana.

Simon Hadley

Harry M Hall

C C Walls

Harry E Curtis

W T Pierson

Town Board of Danville, Indiana.

Attest: Cly R Humston

Clerk.

(Continued)

January Term, 1920.

Grant Hornaday et al Road.

STATE OF INDIANA

SS

HENDRICKS COUNTY

Town of Danville

I, Cly R Humston, Town Clerk of the town of Danville, Indiana, do hereby certify that the foregoing is a full, true and complete copy of a resolution passed and adopted by the Town Board of Danville, Indiana, with reference to a certain petition presented and filed by Grant Hornaday in his own behalf and for the other petitioners on a petition to improve the Reokville Road, as the same appears of record in the records of said town now in my possession as such town clerk and that such resolution was passed and adopted by said town board on the 5th day of January, A. D., 1920.

In witness whereof I have hereunto set my hand and caused to be fixed thereon the seal of said town this 5th day of January, 1920.

Cly R. Humston

(Seal)

Town Clerk.

from which it appears to the Board that the Town Board of the Town of Danville, Indiana, has given its consent to the making of the improvement herein proposed over that portion of such highway as lies within the corporate limits of the town of Danville, Indiana, and the Board does now find such to be the fact.

And now the Board of Commissioners of Hendricks County, Indiana, does now finally determine and adjudge that that portion of the highway as described in the report of the Board, in the plans and specifications, and herein described as follows:

Beginning at the intersection of the center line of East Main Street and the East Boundary line of Washington Street in the town of Danville, Center Township, Hendricks County, Indiana, at station 0 plus 00 and running thence ~~South 89° 42'~~ East at a distance of 1257 feet to Station 12 plus 57. Thence deflecting right on a 4 degree and 23 minute curve, a distance of 100 feet to station 13 plus 57. Thence South 85 degrees and 14 minutes East at a distance of 25.7 feet to Station 13 plus 82.7. Thence deflecting right 3 degrees and 16 minutes curve a distance of 100 feet to Station 14 plus 82.7. Thence South 81 degrees and 58 minutes East a distance of 338.8 feet to Station 18 plus 21.5. Thence South 80 degrees and 45 minutes East a distance of 1414.8 feet to Station 32 plus 36.3. Thence deflecting right on a 7 degree 1 minute and 40 second curve a distance of 300 feet to Station 35 plus 36.3. Thence South 59 degrees and 40 minute East a distance of 527.3 feet to Station 40 plus 63.6. Thence deflecting left on a 5 degree and 15 minute 24 second curve a distance of 500 feet to Station 45 plus 63.6 plus 25.5. Thence deflecting left on an 18 degree and 14 minute and 3 second curve a distance of 364.8 feet to Station 52 plus 90.3. Thence North 26 degrees and 44 minutes East a distance 467.9 feet to station 57 plus 58.2. Thence deflecting right on a 20 degree 12 minutes 10 second curve a distance of 274.4 feet to Station 60 plus 32.6. Thence North 82 degrees and 15 minutes East a distance of 2713.4 feet to Station 87 plus 46. Thence deflecting right on a 4 degree and 7 minute curve a distance of 100 feet to station 88 plus 46. Thence North 86 degrees and 22 minutes East a distance of 184 feet to Station 90 plus 30. Thence deflecting right on a 30 degree curve a distance of 100 feet to Station 91 plus 30. Thence North 89 degrees and 22 minutes East a distance of 270 feet to Station 94 plus 00. Thence North 89 degrees and 15 minutes East a distance of 4372.4 feet to Station 137 plus 72.4. Thence North 89 degrees and 26 minutes East a

distance of 2920.6 feet to Station 166 plus 93. Thence North 89 degrees and 53 minutes East a distance of 2596.5 feet to Station 192 plus 89.5. Thence South 89 degrees and 89 minutes East a distance of 910.5 feet to Station 202 plus 60. Thence North 89 degrees and 25 minutes East a distance of 1060 feet to Station 212 plus 60. Thence North 89 degrees and 15 minutes East a distance of 1089.9 feet to Station 223 plus 49.9. Thence deflecting right on a 5 degree and 18 minute curve a distance of 100 feet to Station 224 plus 49.9. Thence South 85 degrees and 27 minutes East a distance of 145 feet to Station 225 plus 94.9. Thence deflecting Left on a 5 degree and 18 minute curve a distance of 100 feet to Station 226 plus 94.9. Thence North 89 degrees and 15 minutes East a distance of 100 feet to Station 227 plus 94.9. Thence deflecting Left on a 5 degree and 18 minute curve a distance of 100 feet to Station 228 plus 94.9. Thence North 83 degrees and 57 minutes East a distance of 145 feet to Station 230 plus 39.9. Thence deflecting right on a 5 degree and a 15 minute curve a distance of 100 feet to Station 231 plus 39.9. Thence North 89 degrees and 15 minutes East a distance of 269.5 feet to Station 234 plus 09.4. Thence North 89 degrees and 40 minutes East a distance of 1215.6 feet to Station 246 plus 25. Thence South 89 degrees and 43 minutes East a distance of 760.9 feet to Station 253 plus 85.9. Thence deflecting Right on a 9 degree and 32 minute curve a distance of 100 feet to Station 254 plus 85.9. Thence South 80 degrees and 12 minutes East a distance of 399 feet to Station 258 plus 84.9. Thence deflecting Right on a 10 degree and 28 minute curve a distance of 200 feet to Station 260 plus 84.9. Thence South 59 degrees and 54 minutes East a distance of 349.4 feet to Station 264 plus 34.3. Thence deflecting Left on a 12 degree and 52 minute curve a distance of 100 feet to station 265 plus 34.3. Thence South 72 degrees and 46 minutes East to the Eastern terminus thereof, a distance of 904.7 feet to the intersection of the Center Line of the proposed Road and the line running North and South through the Center of Section 9, Township 15 North of Range 1 East in Washintgen Township, Hendricks County, Indiana. (Total length 27439.0 Ft.),

And the improvement thereof in strict accordance with the report of the Board, the plans, specifications and profile, filed and adopted herein, will be of public utility, and the Board does now order that the improvement of said above described highway be made in accordance with said report, plans, specifications and profile, which are now herein ordered finally adopted as presented and filed.

It is further ordered by the Board that the Auditor give notice that sealed proposals will be received by the Board up until 10:30 a.m. of Monday, February 2nd, 1920, for the construction of the improvement herein ordered established, in the "Republican" and also in the "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana, for two weeks, and also one time in a daily newspaper of general circulation throughout the State of Indiana, published at Indianapolis, Indiana, the said publications in the said papers as aforesaid to be made in all respects as by law provided.

It is further ordered by the Board that the Auditor give notice that sealed proposals will be received by the Board at the same time and place for the construction of a bridge as shown by the plans and specifications herein and that a like notice be given as hereinbefore provided as to the papers in which such shall be given and as by law provided.

And further proceedings herein are continued.

January Term, 1920.

Lewis A. Phillips et al Road.

In the Matter of the Petition of
Lewis A. Phillips et al for the Improve-
ment of a Public Highway in Franklin and
Clay Townships.

Come now the petitioners herein and presents to the Board the report of the viewers and engineer on a new estimate in the above matter filed herein on the 17th day of December, 1919, and it appearing to the Board that the viewers and engineer, heretofore appointed, met on the 6th day of December, 1919, at the Auditor's office at Danville, Indiana, and qualified for their appointment herein by taking an oath to faithfully and honestly to discharge their duties under said appointment, and that said viewers and engineer then proceeded to investigate the cost of the improvement ordered herein and did on the 17th day of December, 1919, file their report herein and the Board, having examined said report does now approve the same and the new estimate made therein and orders and adjudges that such estimate as made in said report shall be the estimate for the construction of such improvement, and directs that such estimate shall be entered of record.

And the Board orders and directs the Auditor to give notice of such estimate as by law provided in such cases.

And the Board orders that the said report of the viewers and engineer shall be spread of record all which is in the following words and figures, to-wit:

OATH OF VIEWERS.

STATE OF INDIANA

SS

HENDRICKS COUNTY

We, Chas. F. Smith, H. F. Pratt and J. P. Johnson do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Chas. F. Smith

H. F. Pratt

J. P. Johnson

subscribed and sworn to before me this 6th day of December, 1919.

C. M. Havens Auditor.

ROAD VIEWERS REPORT.

TO THE HONORABLE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA:

We, the undersigned Viewers, who were appointed by your honorable body at your regular December Term, 1919, to view a proposed highway as petitioned for by

January Term, 1920.

Lewis A Phillips et al Read.

Lewis A. Phillips et al., have discharged the duty assigned us, and submit to you the following report. to-wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed improvement of a highway in the manner as by law prescribed, and we examined the plans and specifications and the profile, heretofore adopted and approved for the above entitled improvement, and we investigated the cost of the construction of the same and we estimate that the cost of the above proposed improvement will be \$ 29,000.00

Respectfully submitted,

Chas. F. Smith

H. P. Pratt VIEWERS.

J. P. Johnson

And now this 5th day of January, 1920, the Board approves said report as shown by the endorsement thereon and orders the Auditor to give notice of said new estimate to the voters of said townships.

John G Shelton

J. D. Brickert.

And this matter is continued.

Commissioners.

Ordered that the Board now adjourn.

John G Shelton
J. D. Brickert

Board of Commissioners.

February Term, 1920.

John N Russell et al Road.

In the Matter of The Petition of
John N Russell et al for the Improvement of
a Highway in Eel River Township, Hendricks
County and Jackson Township, Putnam County.

Comes now the petitioners by counsel, and come also the engineer
and viewers herein, and it appearing to the satisfaction of the Board that it is
impossible for said engineer and viewers to, at this time, make a report of their
doings in the above entitled cause.

therefore it is hereby ordered by the Board that said engineer and view-
ers be given until the next regular term of said Board to make and file in the
office of the Auditor of Hendricks County, Indiana, their certain report in writ-
ting setting forth their determination in regards to said proposed Improvement.

And this cause is continued.

In the Matter of the Petition of
Calvin Cutrell et al for the improvement
of a Public Highway in Washington Town-
ship, Hendricks County, Indiana.

Comes now the Board of Commissioners of Hendricks County, Indiana,
and orders and directs the Auditor to give notice as by law provided that sealed
proposals will be received for the construction of the above entitled improvement
up until the hour of 10.30 a. m. of March 1st, 1920.

And further proceedings herein are continued.

In the Matter of the Petition of
Erasmus Brewer et al for the Improve-
ment of a Public Highway in Franklin
Township, Hendricks County, Indiana.

Comes now the Board of Commissioners of Hendricks County, Indiana,
and orders and directs the Auditor to give notice as by law provided that sealed
proposals will be received for the construction of the above entitled improvement
up until the hour of 10:30 a.m. of March 1st, 1920.

And further proceedings herein are continued.

February Term, 1920.

In the Matter of the Improvement of
the Robert Pierson et al Highway in
Middle Township, Hendricks County.

Comes now the Board of Commissioners of Hendricks County, Indiana
and orders and directs the Auditor to give notice as by law provided that sealed
proposals will be received for the construction of the above entitled improve-
ment up until the hour of 10:30 a. m. of March 1st, 1920.

And further proceedings herein are continued.

In the Matter of the Petition of J. H. Airhart et al to Improve a
Public Highway in Brown Township,
Hendricks County, Indiana.

Comes now the Auditor and shows to the Board that the financial con-
dition of Brown Township, Hendricks County, Indiana, is in such shape that the
above entitled improvement can be constructed without exceeding the limitation
of indebtedness as is now provided by law for the improvement of roads under the
law known as the Three Mile Road Law.

And now the Board of Commissioners of Hendricks County, Indiana,
being informed that such is the case and being fully advised and informed in the
premises doeth find that said above entitled improvement can be constructed with-
out exceeding the limitation of indebtedness of said township for road construct-
tion.

It is therefore ordered by the Board and it hereby and herein directs that
the Auditor of Hendricks County, Indiana, give notice as by law provided that
sealed proposals will be received by the Board up until the hour of 10:30 a.m. of
Monday the 1st day of March, A.D. 1920, for the construction of the foregoing en-
titled improvement in accordance with the plans and specifications and profile
heretofore approved herein.

And now said matter is continued.

In the Matter of the Petition of
W. H. Walls et al for the Improvement of
a Highway in Franklin Township.

Whereas it appears to the Board of Commissioners of Hendricks County, Indiana
that the highway in the above described proceedings has been taken over by the Sta
State Highway Commission for improvement the Board does now order that the petition
and proceedings herein in the above entitled matter be and the same are hereby
dismissed. And further proceedings herein are at an end.

February Term, 1920.

In the Matter of the Petition of
H D Barthelmew et al for the Im-
provement of a Public Highway in
Franklin Township, by Taxation.

Comes now the Auditor and shows to the Board that the financial condi-
tion of Franklin Township, Hendricks County, Indiana, is in such shape that the a
above entitled improvement can be constructed without exceeding the limitation
of indebtedness as is now provided by law for the improvement of roads under the
law known as the Three Mile Road Law.

And now the Board of Commissioners of Hendricks County, Indiana, being in-
formed that such is the case and being fully advised and informed in the premises
doth find that said above entitled improvement can be constructed without exceed-
ing the limitation of indebtedness of said township for road construction.

It is therefore ordered by the Board and it hereby and herein directs
that the Auditor of Hendricks County, Indiana, give notice as by law provided that
sealed proposals will be received by the Board up until the hour of 10:30 o'clock
a.m. of Monday the 1st day of March, A. D. 1920, for the construction of the fore-
going entitled improvement in accordance with the plans and specifications and
profile heretofore approved herein.

And now said Matter is continued.

In the Matter of the Petition of
Joe Lane Wilson et al for the Improvement of
a Public Highway in Marion Township, Hendricks
County, Indiana.

Comes now the Auditor and shows to the Board that the financial con-
dition of Marion Township, Hendricks County, Indiana, is in such shape that the above
entitled improvement can be constructed without exceeding the limitation of in-
debtedness as is now provided by law for the improvement of roads under the law known
as the Three Mile Road Law.

And now the Board of Commissioners of Hendricks County, Indiana, being
informed that such is the case and being fully advised and informed in the premises
doth find that said above entitled improvement can be constructed without exceeding th
the limitation of indebtedness of said township for road construction.

It is therefore ordered by the Board and it hereby and herein directs that
the Auditor of Hendricks County, Indiana, give notice as by law provided that sealed
proposals will be received by the Board up until the hour of 10:30 o'clock A.M. of
Monday the 1st day of March 1920, for the construction of the foregoing entitled
improvement in accordance with the plans and specifications and profile heretofore
approved herein. And now said matter is continued.

February Term, 1920.

In the Matter of the Petition of
D. A. Surber et al for the improvement of
a public highway in Middle Township.

Whereas, it appears to the Board of Commissioners of Hendricks County, Indiana, that no bids were received on the ____ day of July, 1919, for the construction of the above entitled improvement the Board does now order and the Auditor is hereby directed to give notice, as by law provided, that sealed proposals will be received up until the 1st day of March, 1920, at the hour of 10:30 o'clock a.m. for the construction of said above entitled improvement in accordance with the plans and specifications and profile adopted and approved herein.

And further proceedings herein are continued.

In the Matter of the Petition of
Charles E Wilson et al for the improvement of a public highway in Marlen Township.
Hendricks County, Indiana.

Comes now the Auditor and shews and represents to the Board of Commissioners of Hendricks County, Indiana, that the financial condition of Marlen Township, Hendricks County, Indiana, is such that the above entitled improvement can be made.

And the Board, being fully and sufficiently advised and informed in the premises doeth now find that the financial condition of Marlen Township, in said county and state, is such that the above entitled improvement can be made without exceeding the limitation of indebtedness as by law provided in such cases.

It is therefore ordered by the Board and the Auditor, is hereby ordered and directed to give notice, as by law provided, that sealed bids or proposals will be received up until the hour of 10:30 a.m. of the 1st day of March, 1920, for the construction of the above entitled improvement.

And now said matter is continued.

February Term, 1920.

In the Matter of the Petition of
Grant Hernaday et al for the Im-
provement of a Public Highway.

Comes now the Board of Commissioners of Hendricks County, Indiana, on this the 2nd day of February, 1920, and the hour of 10:30 o'clock A.M. of said day having arrived, the same being the day and hour for the receiving of bids for the construction of the above entitled improvement, and now the Auditor produces the affidavits of Julian D Hogate and Alvin Hall, Editors respectively of the Hendricks County Republican and The Danville Gazette, two weekly newspapers of general circulation throughout Hendricks County, Indiana, of opposite political parties, showing that notice was given for the letting of the above entitled proposed improvement by publication for two consecutive weeks in each of said papers, the first of which publications was given on the 8th day of January, 1920, and the second and last of which publications was given on the 15th day of January, 1920, the last of which publications was given more than ten days before the day fixed for the receiving of bids, to-wit, the 2nd day of February, 1920, which affidavits and copies of notice thereto attached are in the following words and figures, to wit: (H I).

Now also the Auditor produces the affidavit of Ervin M. Johnson, bookkeeper of the Indiana Dailey Times, a dailey newspaper of general circulation throughout the State of Indiana, published at Indianapolis, Indiana, showing that notice was given of the receiving of bids for the letting of the above entitled improvement in said newspaper one time, to wit, on the 12th day of January, 1920, and more than ten days before the said 2nd day of February, 1920, which affidavit and copy of notice attached are in the following words and figures, to wit: (H I).

And now the Board finds that notice was duly given by the Auditor of Hendricks County, Indiana, as by law provided, and as directed and ordered by the Board, of the time and place for the receiving of bids for the construction of the above entitled improvement.

And now the Board receives all sealed proposals tendered for the construction of said above entitled improvement. And the Board now opens the said sealed proposals in the presence of the bidders and finds upon examination and inspection that the following bids were submitted, to wit:

Negdl and Courtright for the sum of.....	\$ 220,234.84
A. J. Yawger & Company for the sum of	208,896.67
J. D. Reason and Company for the sum of.....	199,903.75

For the construction of the bridge the following bid was received, to wit:

Robert H. King for the sum of	11,872.00
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And now the Board, having been duly advised and informed in the premises, doth find that the lowest and best bid received for the construction of the road is the bid

February Term, 1920.

of J. D. Reason and Company for the total sum of \$ 199,903.75, and that the lowest and best bid received for the construction of the bridge is the bid of Robert H. King for the total sum of \$ 11,872.00, each of said amounts being for sum less than the estimated cost of construction thereof of said road and bridge.

And now the Board orders that the contract for the construction of the road be and the same is hereby awarded to J. D. Reason and Company for the amount bid.

And now the Board orders that the contract for the construction of the bridge be and the same is hereby awarded to Robert H King for the amount bid.

And now the Board does enter into a written contract and agreement with J. D. Reason and Company for the construction of the said road improvement as provided for in the report and plans and specifications which contract is in the following words and figures, to wit:

CONTRACT.

For the construction of the Grant Hernaday et al Road (County Unit).

This agreement made and entered into by and between J D Reason and Company of Pendleton, 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 2nd day of February A. D. 1920, the said Board of Commissioners received bids for the construction of the Grant Hernaday et al Road the same being located in Hendricks County and the said J D Reason and Company being declared the lowest and best responsible bidder, the contract was awarded to the said J D Reason and Company for the amount of his bid, viz: \$ 299,903.75 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 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 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 25th day of December A.D.,

February Term, 1920.

1920, 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 25th day of December, 1920, then the said party of the first part agrees and promises to pay said party of the first 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 25th day of December, 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 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 of the party of the first part as required by Sec. 1 of an Act approved March 4, 1921, Acts of 1921, 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 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

February Term, 1920.

said Board of Commissioners of Hendricks County, have also signed and approved this contract this 2nd day of February A. D. 1920.

J. D. Reason & Co.

By W. H. Harman.

C. B. Phillips

John G. Shelton

J. D. Brickert

Board of Commissioners of Hendricks County

ATTEST: Chas. A. White, Auditor Hendricks County.

And now the Board orders and does herein and hereby approve the bond of J. D. Reason and Company, filed herein with said bid, which bond is in the following words and figures, to-wit:

KNOW ALL MEN BY THESE PRESENTS That we, the undersigned J. D. Reason, W. F. Merris and W. H. Aiman trading as J. D. Reason and Company of Pendleton, Indiana, as principal and United States Fidelity and Guaranty Company as surety, are hereby held and firmly bound unto the State of Indiana in the penal sum of Four Hundred Thousand dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns:

Dated this second day of February A.D. 1920.

The condition of the above obligation is such that whereas the above named J. D. Reason and Company did on the second day of February, 1920, enter into a contract with the ~~State of Indiana~~ Board of Commissioners of Hendricks County, Indiana, which said contract is made a part of this bond the same as though set forth herein

Now if the said J. D. Reason and Company shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, and shall pay all lawful claims and sub-contractors, material men and laborers for labor performed and materials furnished in the carrying forward, performing and completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any material men or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation.

February Term, 1920.

as herein stated.

The said surety herein stipulates and agrees that no modifications, emissions or additions in or to the terms of the said contract or in to the plans or specifications therefor shall in any wise affect the obligations of said sureties on its bond.

Witness Our Hands and seal this second day of February, 1920.

J. D. Reasen & Co.

W. H. Aiman

W. F. Morris.

J. D. Reasen.

United States Fidelity & Guaranty Co.

Baltimore Md.

By John E Messick

- Atty-in-fact-

STATE OF INDIANA

SS

HENDRICKS COUNTY Personally appeared before me, the undersigned, a notary public, J. D. Reasen, W. F. Morris, W. H. Aiman and The United States Fidelity and Guaranty Co. by Attorney-in-fact for said surety Company, and each acknowledge the execution of the above bond this second day of February, 1920.

Witness my hand and notary seal the said last named date.

Notary Public.

Accepted and approved this 2nd day of February, 1920.

C. B. Phillips

John G Shelton

J. D. Brickert

Beard of Commissioners of Hendricks County.

And now the Board does enter into a written contract and agreement with Robert H. King for the construction of the said bridge as provided for in the report and plans and specifications, which contract is in the following words and figures, to-wit:

CONTRACT.

For the construction of the Abners Creek Bridge on Rockville Road.

This agreement made and entered into by and between Rebaert H 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 2nd day of February, 1920, the said Board of Commissioners

February Term, 1920.

received bids for the construction of the said above named 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: \$ 11,872.00 and the said party of the first part now covenants and agrees to build and construct said bridge in all respects in accordance with the and conformable to the specifications plans and profile contained in the report of the Commissioners 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 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 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 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 three months after the bonds are sold for its construction, 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 above named date for its completion the said party of the first part agrees and promises to pay to the 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 bridge from and after said above named date for its completion 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 the 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 said completion is not caused by strikes or any other cause or cause 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.

February Term, 1920.

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 of the payment of 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 in monthly estimates of the engineer in charge of said work, but not to exceed 80 % of said engineers 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 an imposer 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 ~~IN WITNESS WHEREOF~~ the, said party of the first part, said party of the second part, 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 February A. D. 1920.

Robert H. King

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 Hendricks County.

And now the Board orders and does herein and hereby approve the bond of Robert H. King filed herein with said bid, which bond is in the following words and figures, to-wit:

CONTRACTORS BOND.

KNOW ALL MEN BY THESE PRESENTS That we, the undersigned Robert H. King of Danville, Indiana, as principal, and the United States Fidelity and Guaranty Co. as surety are hereby held and firmly bound unto the State of Indiana in the penal sum of Twenty Four Thousand dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns;

Dated this 2nd day of February, 1920.

February Term, 1920.

The condition of the above obligation is such that whereas the above named Robert H. King did on the 2nd day of February, 1920, enter into a contract with the State of Indiana, which said contract is made a part of this bond the same as though set forth herein.

Now if the said Robert H. King shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract, and shall pay all lawful claims of sub-contractors, material men, and laborers, for labor performed and materials furnished in the carrying forward performing and completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any material men or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety of any and all claims hereunder shall in no event exceed the penal sum of this obligation herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligation of said sureties on its bond.

Witness Our Hands And Seals this 2nd day of February, 1920.

Robert H. King.

Principal

United States Fidelity & Guaranty Co.

By John E Messick Atty-in-fact

Surety.

AFFIDAVIT.

STATE OF INDIANA

-SS

HENDRICKS COUNTY Personally appeared before me, the undersigned, a notary public Robert H King and the United States Fidelity and Guaranty Co. by John E. Messick, Atty-in-fact for said company and each acknowledge the execution of the above bond this 2nd day of February, 1920.

Witness my hand and notarial seal the said last named date.

John T. Hume

Notary Public.

My comm. Expires $\frac{1}{2}$

May 8th, 1923.

Accepted and Approved this 2nd day of February, 1920.

C. B. Phillips

John G Shelton

John D Brickert

Board of Commissioners Hendricks County.

February Term, 1920.

And now for the purpose of raising money to pay for the construction of said road and bridge, as provided in said plans and specifications, and to pay all expense incurred and damages allowed prior to the letting of the contract, and to pay the per diem of the engineer and superintendent during the construction of the work, and to pay for any extras or changes not contemplated in the original plans and specifications and contracts, which the Board shall deem necessary, and which might be omitted by the engineer, or by oversight, not exceeding 3 % of the contract price, the Board orders and adjudges that the bonds of Hendricks County, Indiana, shall be issued and sold, subject however to their having been approved by the State Board of Tax Commissioners, of the State of Indiana, in the sum of \$ _____, in denominations of \$ _____ each and bearing interest at the rate of 5 % per annum, interest payable semi-annually, principal and interest being payable at the office of the County Treasurer at Danville, Indiana, bearing date of _____ 56 and the time for payment thereof extending over a period of ten (10) years from the date of said bonds.

And now the County Treasurer is hereby charged with the duty of selling said bonds as hereinafter ordered, after first having given notice as by law provided, for not less than their par value, and with keeping the proceeds of the sale thereof as a separate fund for the payment of all legal and authorized claims in connection with the foregoing improvement.

And for the purpose of raising money to meet the payment of said bonds and the interest thereon, it is hereby ordered that at the time of the general tax levy, annually, hereafter, a special tax shall be levied by the Board of County Commissioners upon the property of the County of Hendricks and State of Indiana, in such amounts as to meet the principal and interest of said bonds as they become due and such taxes shall be collected as other taxes are and shall be applied to the payment of such bonds and interest.

And further proceedings herein are continued.

February Term, 1920.

In the Matter of the Petition of
Stephen Maloney et al for
the Improvement of a Public High-
way by Taxation in Brown Town-
ship, Hendricks County.

Came now the Petitioners in the above entitled matter and it ap-
pearing to the satisfaction of the Board of Commissioners that a petition contain-
ing the names of more than fifty free-holders and voters of Brown Township, in
Hendricks County, State of Indiana, was filed in the office of the County Auditor,
on the 5th day of January, 1920,

And it further appearing to the Board of Commissioners that at the
time of filing said petition, the same was set for hearing on the 2nd day of Feb-
ruary, 1920, as shown by the endorsement thereon of Charles A White, Auditor of
Hendricks County, said State, which endorsement is in the words and figures as
follows, to-wit: (H.I.); and said petition now coming on for hearing before the
Board, said petitioners now produce and file the affidavits of Julian D Hegate,
editor and publisher of The Republican and of Alvin Hall, editor and publisher of
the Danville Gazette, two weekly newspapers of general circulation, printed and
published in the English language, in the town of Danville, Hendricks County, Ind.
the county in which said highway proposed to be improved is located, said affi-
davits and notices being in the words and figures as follows, to-wit: (H.I.).

And it appearing to the satisfaction of said Board of Commissioners by said
affidavits that due notice of the filing and the time and place of hearing of said
petition was given in said newspapers by two consecutive weekly publications
therein, the first of which publications was on the 8th day of January, 1920,
and the last on the 15th day of January, 1920.

And said petitioners now also produce and file the affidavits of Stephen
Maloney, of said County and State, which affidavit and notice are in the words
and figures as follows, to-wit: (H.I.), from which affidavit it appears that due
notice of the filing of said petition and the time and place of hearing of the
same was duly given by said affiant under the order and direction of the Auditor
of said Hendricks County, Indiana, by posting copies of said petition with the
time and place of hearing of the same endorsed thereon, in three public places in
Brown Township, said County and State aforesaid, for more than fifteen days before
the second day of February, 1920. And said petitioners now also produce and
file the affidavit of Edgar M. Blessing, which said affidavit and notice are
in the words and figures as follows, to-wit: (H.I.). and from which said affi-
davit it appears that a copy of said petition with the time and place of hear-
ing of the same endorsed thereon, was duly posted by said Edgar M. Blessing at

the door of the Court House for more than fifteen days before the 2nd day of

the door of the Court House for more than fifteen days before the 2nd day of February, 1920.

And it further appearing to said Beard that no taxpayer of Brown Township aforesaid having filed any objection to the form or sufficiency of such petition, and the Beard having examined said petition does now find the same sufficient, and in due form according to law; that the same was duly filed in the office of the Auditor of Hendricks County, Indiana, on the 5th day of January, 1920, and by endorsement upon said petition said Auditor did fix for the hearing of the same the 2nd day of February, 1920, the same being the 2nd day of the regular February Term, 1920, of the Commissioners Court of Hendricks County, Indiana.

The Beard further finds that said highway asked to be improved is less than three miles in length; that a United States rural mail route passes over a portion of it, and that said highway connects at both termini with a free gravel road.

It is therefore ordered and adjudged by the Beard that said petition is sufficient in form and substance in all respects. And now time is given for remembrance, and this cause is continued.

In the Matter of the Petition of
John Flinn et al for the Im-
provement of a Public Highway by
Taxation in Union Township.

Come now the petitioners in the above entitled matter and it appearing to the satisfaction of the Beard of Commissioners that a petition containing the names of more than fifty free-holders and voters of Union Township in Hendricks County, State of Indiana, was filed in the office of the County Auditor on the 5th day of January, 1920.

And it further appearing to the Beard of Commissioners that at the time of filing said petition, the same was set for hearing on the 2nd day of February 1920, as shown by the endorsement thereon of Charles A. White, Auditor of Hendricks County, said State, which endorsement is in the words and figures as follows, to-wit: (H.I.) ; and said petition now coming on for hearing before the Beard, said petitioners now produce and file the affidavits of Julian D. Hegate, editor and publisher of the Republican and of Alvin Hall, editor of the Danville Gazette, two weekly newspapers of general circulation printed and published in the English language in the town of Danville, Hendricks County, Indiana, the county in which said proposed to be improved highway is located, said affidavits and notices being in the words and figures as follows, to-wit; (H.I.).

And it appearing to the satisfaction of the Beard of Commissioners

February Term, 1920.

by said affidavits that due notice of the filing and the time and place of hearing of said petition was given in said newspapers by two consecutive weekly publications therein, the first of which publications was on the 8th day of January 1920, and the last on the 15th day of January, 1920.

And said petitioners now also produce and file the affidavit of Ress Brickert of said County and State, which affidavit and notice are in the words as and figures as follows, to-wit: (H.I.), from which affidavit it appears that due notice of the filing of said petition and the time and place of hearing of the same was duly given by said affiant under the order and direction of the Auditor of said Hendricks County, Indiana, by posting copies of said petition with the time and place of hearing of the same endorsed thereon, in three public places in Union Township, said County and State aforesaid, for more than fifteen days before the second day of February, 1920. And said petitioners now also produce and file the affidavit of Edgar M. Blessing, which affidavit and notice are in the words and figures as follows, to-wit: (H.I.), and from which said affidavit it appears that a copy of said petition with the time and place of hearing of the same endorsed thereon, was duly posted by said Edgar M. Blessing at the door of the Court House for more than fifteen days before the 2nd day of February, 1920.

And it further appearing to said Beard that no taxpayer of Union Township aforesaid having filed any objection to the form or sufficiency of such petition, and the beard having examined said petition does now find the same sufficient and in due form according to law; that the same was duly filed in the office of the Auditor of Hendricks County, Indiana, on the 5th day of January, 1920, and by endorsement upon said petition said Auditor did fix the time for hearing the same the 2nd day of February, 1920, the same being the 2nd day of the regular February Term, 1920, of the Commissioners Court of Hendricks County, Indiana.

The Beard further finds that said highway asked to be improved is less than three miles in length; that a United States rural mail route passes over a portion of it, and that said highway connects at one terminus with a free gravel road and at the other terminus with a Township Line.

It is therefore ordered and adjudged by the Beard that said petition is sufficient in form and substance in all respects. And new time is given for remonstrance, and this cause is continued.

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In the Matter of the Petition of
 - Marion Bailey et al for the Im-
 - provement of a Public Highway by
 - Taxation in Union Township.

Come now the petitioners in the above entitled matter and it appearing to the satisfaction of the Board of Commissioners that a petition containing more than fifty free holders and voters of Union Township in Hendricks County State of Indiana, was filed in the office of the County Auditor on the 5th day of January, 1920,

And it further appearing to the Board of Commissioners that at the time of filing said petition, the same was set for hearing on the 2nd day of February, 1920, as shown by the endorsement thereon of Charles A White, Auditor of Hendricks County, said State, which endorsement is in the words and figures as follows, to-wit; (H.I.); and said petition now coming on for hearing before the Board, said petitioners now produce and file the affidavits of Julian D Hegate editor and publisher of "The Republican", and of Alvin Hall, editor and publisher of the "Danville Gazette", two weekly newspapers of general circulation, printed and published in the English language, in the town of Danville, Hendricks County, Indiana, the county in which said highway proposed to be improved is located, said affidavits and notices being in the words and figures as follows to-wit; (H.I.).

And it appearing to the satisfaction of said Board of Commissioners by said affidavits that due notice of the filing and the time and place of hearing of said petition was given in said newspapers by two consecutive weekly publications therein, the first of which publications was on the 8th day of January, 1920, and the last on the 15th day of January, 1920.

And said petitioners now also produce and file the affidavit of Ross Brickert of said County and State, which affidavit and notice are in the words and figures as follows, to-wit: (H.I.), from which affidavit it appears that due notice of the filing of said petition and the time and place of hearing of the same was duly given by said affiant under the order and direction of the Auditor of said Hendricks County, Indiana, by posting copies of said petition with the time and place of hearing of the same endorsed thereon, in three public places in Union Township said County and State aforesaid, for more than fifteen days before the second day of February, 1920. And said petitioners now also produce and file the affidavit of Edgar M Blessing, which said affidavit and notice are in the words and figures as follows, to-wit: (H.I.), and from which said affidavit it appears that a copy of said petition with the time and place of hearing of the same endorsed thereon, was duly posted by said Edgar M. Blessing at the door of the Court House

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for more than fifteen days before the 2nd day of February, 1920.

And it further appearing to said Board that no taxpayer of Union Township aforesaid having filed any objection to the form of sufficiency of such petition, and the board having examined said petition, does now find the same sufficient, and in due form according to law; that the same was duly filed in the office of the Auditor of Hendricks County, Indiana, on the 5th day of January, 1920, and by endorsement upon said petition said Auditor did fix for the hearing of the same the 2nd day of February, 1920, the same being the 2nd day of the regular February Term, 1920, of the Commissioners Court of Hendricks County, Ind.

The Board further finds that said highway asked to be improved is less than three miles in length; that a United States rural mail route passes over a portion of it, and that said highway connects at one terminus with a free gravel road and at the other terminus with _____.

It is therefore ordered and adjudged by the Board that said petition is sufficient in form and substance in all respects. And now time is given for remonstrance, and this cause is continued.

In the Matter of the Petition of
Amos Shelton et al for the Improvement of a Highway in Hendricks County under the County Unit Law.

Come now the petitioners in the above entitled cause, and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, State of Indiana, that a petition containing the names of more than fifty free-holders and voters of Hendricks County, Indiana, was filed in the office of the Auditor of said County on the 5th day of January, 1920, and it further appearing to said Board that at the time of the filing of said petition the same was set for hearing on the 2nd day of February, 1920, as shown by the endorsement of said Auditor thereon, which said endorsement is in words and figures as follows, to-wit: (H.I.).

And said petition now coming on for hearing before said Board said petitioners produce and file the affidavits of Julian D Hegate, editor and publisher of the Republican, and of Alvin Hall, editor and publisher of The Danville Gazette, two weekly newspapers of general circulation printed and published in the English Language, in the town of Danville, Hendricks County, Indiana, and of opposite politics, which said affidavits and notices thereto attached are in words and figures as follows, to-wit: H.I.).

And said petitioners now also produce and file the certificate of Chas. A. White, Auditor of said Hendricks County, which said certificate and notice

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attached thereto is in words and figures as follows, to-wit: (H.I.).

And it appearing to the satisfaction of said Board from said affidavits that due notices signed by said Auditor, setting forth the fact that a petition was filed addressed to the Board of Commissioners asking for the improvement of the Highway described in said petition, and also setting forth concisely the character of the petition, of the auditor to be considered at such hearing, the beginning, course and termination of said improvement, the character of the improvement recommended by the petitioners that date when, and the place where, said hearing would be had, and stating that any interested parties might appear at said hearing and show cause why the prayed for in the petition should not be granted, were given in said newspapers by two weekly publications therein, the first of which publications was on the 15th day of January, 1920, and the last on the 22nd day of January, 1920, and more than ten days prior to the date of said hearing.

And it further appearing to said Board from said certificate of said Auditor that due notices signed by said Auditor, and like in every respect the notices published in said newspapers as above described, were duly posted by said Auditor, one in each of the twelve townships of said Hendricks County, and one in the office of the Board of Commissioners of said County, and one at the Court House door of the court house of said county, on the 10th day of January, 1920, and more than ten days before said day on which said Petition was set for hearing.

And it further appearing to said Board that no taxpayer of said County, or any person or corporation whose lands or property will be affected by the work therein prayed for, having filed any objection to the form or sufficiency of such petition, and the Board having examined said petition, does now find the same sufficient and in due form and according to law, that the same was filed in the office of the Auditor of Hendricks County on the 5th day of January, 1920, and, by endorsement on said petition, the Auditor of said County did fix for the hearing of the same, the 2nd day of February, 1920, the same being the first day of the Regular February Term, 1920, of said Board of Commissioners, and the same also being within thirty days after the petition herein was filed.

It is therefore ordered and adjudged by the Board that the petition herein is in due form and sufficient, and said petition is now hereby ordered spread of record and said petition is now referred to the County Surveyor of Hendricks County, Indiana, and to this Board of Commissioners for their report herein.

It is further ordered and adjudged that the said Board and said County Surveyor shall view the highway petitioned to be improved herein, and shall file their report and determination herein as provided by law in the Auditor's office of Hendricks County, Indiana, on or before the 1st day of March, 1920.

And said cause is continued.

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In the Matter of the Petition
of Frank A. Haynes et al
for the Improvement of a Highway in
Hendricks County under the County Unit Law.

Comes now the Board of Commissioners of Hendricks County, Indiana and present
and file their full and final report in the above entitled matter, which report is
in the words and figures as follows to wit: (H.I)

In the Matter of the
Proposed Improvement of the
Frank A. Haynes et al Road
in Lincoln Township, under the
County Unit Plan of Construction.

Comes now the Board of Commissioners of Hendricks County and having caused
J.P. Johnson, the County Surveyor, to make a survey of said highway, and all
culverts and bridges and approaches on said highway, and being fully informed in the
matter, record their determinations as follows:

(a) That the improvement of the highway described as the Frank A. Haynes
et al road, formal description of which follows, will be of public utility.

(b) That certain bridges, culverts, culvert extensions, head walls, catch
basins and tile drainage, as tabulated on sheet numbered, (13), of the plans and
specifications for the improvement of said proposed highway, which plans,
specifications and profile are hereby made a part of this report, are necessary
for the construction and protection of said proposed highway.

(c) That the width of the right of way of said proposed highway, where
no cuts or fills are needed shall be forty feet (40' - 0'') and such additional
distance as is needed to make the cuts and fills and cross sections of said
proposed highway. That on the center line of said proposed highway the pavement
shall be laid eighteen (18' - 0'') feet wide, nine feet (9' - 0'') on either side of
said center line except at such places where it is widened on account of curves,
all of which is set out on the plans hereinbefore mentioned.

(d) That the pavement best suited for the need of the traffic of
said highway is a plain one course concrete, laid according to the specifications
of the State Highway Commissioners of the State of Indiana under their 1919
revision, and that of the aggregates specified by said State Highway Commissioner,
washed gravel, meeting the specifications laid down in paragraph 105 of the aforesaid
said specifications shall be used in the construction of said pavement,
bridges, culverts headwalls and all concrete work incident to the complete
construction of said road according to the plans and specifications prepared by
the County Surveyor and approved by the Board.
(e) We estimated that the total cost of the above proposed improvement
including grading, draining, bridges, culverts, guard rail, paving and all

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construction incident thereto will be as follows, to-wit:

Read only ----- \$199,500.00
 Bridge at Brownsburg, to be separately ----- \$ 16,200.00

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

Board of Commissioners Hendricks County, Indiana.

Description of Read Petitioned for by Frank A. Haynes Et Al.

Beginning at a point on the East boundary line of Hendricks County, where the center line of the Indianapolis and Crawfordsville State Road intersects said East boundary line, and running thence North 65 degrees and 26 minutes West a distance of 1664.79 feet, to Station 16 plus 64.79. Thence deflecting right on a 2 degree and 25 minute curve a distance of 100 feet to Station 17 plus 64.79. Thence North 63 degrees and 01 minute West a distance of 1050.7 feet to station 28 plus 15.49. Thence deflecting right on a 2 degree and 44 minute curve a distance of 100.0 feet to station 29 plus 15.49. Thence North 60 degrees and 17 minutes West a distance of 345.01 feet to Station 32 plus 60.5. Thence deflecting right on a 2 degree and 26 minute curve a distance of 1000.0 feet to a Station 33 plus 60.5. Thence North 57 degrees and 51 minutes West a distance of 2881.3 feet to Station 62 plus 41.8. Thence deflecting right on a 2 degree and 30 minute curve, a distance of 100 feet to Station 63 plus 41.8. Thence North 55 degrees 35 minutes West a distance of 522.27 feet to Station 68 plus 64.07. Thence deflecting right on a 2 degree and 57 minute curve a distance of 100 feet to Station 69 plus 64.07. Thence North 52 degrees and 38 minutes West a distance of 1036.03 feet to Station 80 plus 01. Thence deflecting left on a 7 degree and 26 minute curve a distance of 200 feet to a Station 82 plus 01. Thence North 67 degrees and 30 minutes West a distance of 1130.68 feet to Station 93 plus 30.78. Thence deflecting left on a 3 degree and 51 minute curve a distance of 100 feet to station 94 plus 30.78. Thence North 71 degrees and 21 minutes west a distance of 836.9 feet to station 102 plus 67.68. Thence deflecting left on a 3 degree and 45 minute curve a distance of 100 feet to station 103 plus 67.68. Thence North 75 degrees 06 minutes West a distance 1450.07 feet to Station 118. plus 17.75. Thence deflecting left on a 6 degree and 8 minute curve a distance of 100 feet to station 119 plus 17.75. Thence North 81 degrees and 14 minutes west a distance of 573.35 feet to Station 124 plus 91.1. Thence deflecting right on a 7 degree and 46 minute curve a distance of 300 feet to Station 127 plus 91.1. Thence north 57 degrees and 56 minutes west a distance of 423 feet, to station 132 plus 14.1. Thence deflecting right on a 8 degree and 44 minute curve a distance of 100 feet to station 133 plus 14.1. Thence north 49 degrees and 02 minutes west a distance of 324.2 feet to Station 136 plus 38.3. Thence deflecting left on a 9 degree 0 minute and 20 second curve a distance of 300 feet to Station 139 plus 38.3. Thence North 76 degrees and 03 minutes West a distance of 781.0 feet to Station 147 plus 19.3. Thence deflecting right on a 5 degree and 6 minute curve a distance of 300 feet to a station 150 plus 19.3. Thence north 60 degrees and 44 minutes West a distance of 701.59 feet to station 157 plus 20.89. Thence deflecting left on an 8 degree and 47 minute curve a distance of 100 feet to station 158 plus 20.89. Thence North 69 degrees and 31 minutes west a distance of 669.11 feet to station 164 plus 90. Thence deflecting right on a 6 degree and 43 minute curve a distance of 300 feet to Station 167 plus 90. Thence north 49 degrees and 19 minutes west a distance of 455.93 feet to Station 172 plus 45.93. Thence deflecting right on a 4 degree and 17 minute curve a distance of 100 feet to Station 173 plus 45.93. Thence North 45 degrees and 02 minutes west a distance of 510.93 feet to Station 178 plus 56.86. Thence deflecting left on a 10 degree and 25 minute curve a distance of 100 feet to Station 179 plus 56.86. Thence North 55 degrees 27 minutes west a distance of 598.04 feet to station 185 plus 54.9. Thence deflecting left on a 7 degree and 27 minute curve a distance of 100 feet to station 186 plus 54.9. Thence 62 degrees 54 minute West a distance of 60.4 feet to Station 187 plus 15.3. Thence deflecting left on a 6 degree and 23 minute curve a distance of 100 feet to Station 188 plus 15.3. Thence 69 degrees and 17 minutes West a distance of 3852.2 feet to Station 226 plus 67.5. Thence deflecting right on a 3 degree and 4 minute curve a distance of 100 feet to Station 227 plus 67.5. Thence North 66 degrees and 13 minutes West a distance of 2164.6 feet to Station 249 plus 32.1. Thence deflecting right on a 9 degree and 32 minute curve a distance of 100 feet to Station 250 plus 32.1. Thence North 56 degrees and 42 minutes West a distance of 1252.2 feet to station 262 plus 34.3. Thence deflecting left on a 6 degree and 36 minute curve a distance of 100 feet to station 263 plus 34.3. Thence North 63 degrees and 18 minutes West a distance of 730.0 feet to Station 271 plus 14.3. Thence deflecting left on 2 degree and 30 minute curve a distance of 100 feet to station 272 plus 14.3. Thence North 65 degrees and 48 minutes a distance of 605.7 feet to Station 278 plus 20, the western terminus of said road, being located at a point where the center line of said road intersects the road running North thru the center of the North West Quarter of Section 10, township 16 North of Range one East

Also at this time comes J. P. Johnson County Surveyor and hereto appointed engineer in the above entitled matter and presents and shows to the Board the plans specifications, profile and details by him prepared for the improvement of the above

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highway, and the Board having examined the same and being duly advised in the premises, does now at this time adopt such plans, specifications, profile and details, and signs the same, and does hereby order that they be made a part of the foregoing report by reference therein report to such plans, specifications, profile and details, all of which is hereby ordered by the Board.

Further it is hereby ordered by the Board that such report of the Board, the plans, specifications, profile and details of said engineer are herein adopted by the Board, shall remain on file in the office of the Auditor of Hendricks County, Indiana, open to the inspection of any taxpayer of said County of Hendricks and the State of Indiana, for not less than 10 days for remonstrance against such proposed improvement, and further that such report of the Board the plans, specifications and detail of said engineer, as adopted by the Board shall remain on file in the office of said Auditor open to the inspection of every person or corporation therein, and of his or its agent or attorney for 10 days in which any claims for damages on account of such improvement may be prevented and the claim will be considered by the Board. All of which is ordered and adjudged and decreed and this cause is continued.

In the Matter of the Petition of
C. H. Downard et al for the Improvement of a Public Highway in Marion Township.

Comes now the Board of Commissioners of Hendricks County, Indiana, and present and file their full and final report in the above entitled matter, which report is in the words and figures as follows, to-wit:

Comes now the Board of Commissioners and having proceeded to view said road and having caused J P Johnson, the County Surveyor to make a survey of said highway and all bridges, culverts and approaches on said highway and being fully informed in the matter, record their determination as follows:

(a) That the improvement of the highway petitioned for by C H Downard et al and described as follows, to-wit:

Beginning at a point sixteen feet south of a stone at the center North of Sec 14. Twp. 15. North of R. 2 W and running thence East with section bearing 2550 feet, thence deflecting left on an 8 degree 38 minutes curve, 100 feet, thence deflecting right on an 8 degree 38 minutes curve, 100 feet and onto the N. line of Sec. 13, Township and range aforesaid, thence east along and upon said section line, 5217.5 feet, and to the township line dividing Marion and Center Townships, will be of public utility.

(b) That certain bridges, culverts, culvert extensions and head walls, as tabulated on sheet number 8 of the plans and specifications for the improve-

February Term, 1920.

ment of said proposed highway, which plans and specifications are hereby made a part of this report, are necessary for the construction and protection of said proposed highway.

(c) That the width of the right of way of said proposed highway, where no cuts or fills are needed shall be thirty-two feet (32'-0") and such additional distance as is needed to make the cuts and fills and cross sections of said proposed highway. That the pavement shall be laid twelve (12'-0") feet wide, six feet (6'-0") on either side of said center line except at such places where it is widened on account of curves, all of which is set out on the plans hereinbefore mentioned.

(d) That the pavement best suited for the need of the traffic of said highway is a water bound macadam with a Tarvia B top, specifications for the construction of which, together with all necessary grading and drainage, accompany and are made a part of this report.

(e) We estimated that the total cost of the above proposed improvement, including grading, drainage, bridges, culverts guard rail, paving and all construction incident thereto, will be \$ 27,150.00.

C. B. Phillips

Jno. G. Shelton

J. D. Brickert

Board of Commissioners

of Hendricks County

Also at this time comes J. P. Johnson, County Surveyor and heretofore appointed engineer in the above entitled matter, and presents, and shows to the board the plans, specifications, profile and details by him proposed for the improvement of the above highway, and the Board having examined the same and being duly advised in the premises, does now at this time adopt such plans, specifications, profile, and details, and signs the same, and does hereby order that they be made a part of the foregoing report by reference therein in each report to such plans, specifications, profile and details, all of which is hereby ordered by the Board.

Further it is hereby ordered by the Board that such report of the Board, the plans, specifications, profile and details of said engineer, as herein adopted by the Board, shall remain on file in the office of the auditor of Hendricks County, Indiana, open to the inspection of any taxpayer of said County of Hendricks and State of Indiana, for not less than 10 days for remonstrance against such proposed improvement, and further that such report of the Board, the plans, specifications and details of said engineer, as adopted by the Board shall remain on file in the office of said Auditor, open to the inspection of any person or corporation interested therein and of his or its agents or attorneys for 10 days in which time any claims for damages on

account of such improvement may be presented and the same will be considered by the
Board. All of which is ordered, adjudged & decreed and the cause is continued.

Ordered that the Board do now adjourn untill 10 o'clock A. M. February 12, 1920.

Geo H Sheelton

Board of Commissioners of
Hendricks County.

Special Session, February Term, 1920.

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, pursuant to the notice of the Auditor which notice is in words and figures as follows to-wit: (H.I.).

Present: C B Phillips, 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 petition of
Canady Downard et al
for the improvement of a public highway

Come now the Board of Commissioners of Hendricks County, Indiana, this 12th day of February, 1920, and being convened in session pursuant to its adjournment to this date from its regular February term, 1920, and now said Board presents and files its Supplemental Report herein, which Supplemental Report is in the words and figures as follows, to-wit;--

Supplemental Report of Viewers

To the Honorable Board of Commissioners:

In the matter of the petition of C. H. Downard et al for the improvement of highway.

We, the undersigned Board of Commissioners of Hendricks County, Indiana on the 2nd day of February 1920, filed our report in the above cause, and ten days having expired since filing of the same, now file this as our supplemental report to-wit:

We would respectfully report that the improvement of said highway in the manner set forth in our former report, will not occasion any damages to the lands of any Infant, Idiot or person of unsound mind, and that no person, firm or corporation has made any written claims for damages on account of said proposed improvement.

Respectfully submitted,

C. B. Phillips

Jno. G. Shelton

J. D. Brickert

Board of Commissioners of
Hendricks County.

Subscribed and sworn to before me this 12th day of February 1920.

Chas. A. White

Auditor of Hendricks County.

Special Session Feb. 12, 1920

And now the Board being fully advised in the premises finds that no damages will result to any person or corporation on account of such improvement, and that no claims of any kind or character were presented to the Board for damages on account of the proposed improvement herein as provided in the Report of the Board, plans, specifications, profile and details adopted by the Board.

And now the Board of Commissioners of Hendricks County, Indiana, does now finally determine and adjudge that that portion of the highway as described in the Report of the Board, in the plans, specifications, and detail as herein described is as follows, to-wit;

Beginning on the Township line dividing Center and Marion Townships in said County and State at the southeast corner of Section twelve, Township fifteen, north of range one west, and running thence west along and upon the highway of the public road to the center of south of Section eleven and to a highway running north and south through the center of said Section eleven.

and the improvement thereof in strict accordance with the Report of the Board, the plans, specifications and profile filed and adopted herein, will be of public utility, and the Board does now order that the improvement of said above described highway be made in accordance with said Report, plans, specifications and profile, which are now herein ordered finally adopted, presented and filed.

It is further ordered by the Board that the Auditor give notice that sealed proposals will be received by the Board up until 10:30 o'clock A. M. of Tuesday, March 16th, 1920, for the construction of the improvement herein ordered established in the Republican and also the Danville Gazette, weekly newspapers of general circulation throughout Hendricks County, Indiana, for two successive weeks, and also one time in the *Indianapolis News*, a daily newspaper of general circulation throughout the State of Indiana, published at Indianapolis, Indiana; the said publications in said papers as aforesaid to be made in all respects as by law provided.

And further proceedings herein are continued.

Special Session, February 12th 1920.

In the Matter of the Petition of
Frank A Haynes et al for the Im-
provement of a Public Highway.

Come now the Board of Commissioners of Hendricks County, Indiana, this
12th day of February, 1920, and being convened in session pursuant to its adjourn-
ment to this date from its regular February Term, 1920, and now said Board presents
and files its Supplemental Report herein, which Supplemental Report is in words and
figures as follows, to-wit:-

SUPPLEMENTAL REPORT OF VIEWERS.

To the Honorable Board of Commissioners:

In the matter of the petition of Frank A Haynes et al, for the im-
provement of highway.

We, the undersigned Board of Commissioners of Hendricks County, Indiana,
and who on the 2nd day of February, 1920, filed our report in the above cause and
ten days having expired since the filing of the same, now file as our supplemental
report, to-wit:

We would respectfully report that the improvement of said highway in the
manner set forth in our former report, will not occasion any damages to the lands of
any Infant, Idiot or person of unsound mind, and that no person, firm or corpora-
tion has made any written claims for damages on account of said improvement.

Respectfully submitted,

C B Phillips

John G Shelton

J D Brickert

Board of Commissioners Hendricks County.

Subscribed and sworn to before me this the 12th day of February, 1920.

Charles A White

Auditor Hendricks County.

And now the Board being fully advised in the premises finds that no damages will
result to any person or corporation on account of such improvement, and that no claims
of any kind or character were presented to the Board for damages on account of the proposed
improvement herein as provided in the Report of the Board, plans, specifications,
profile and details adopted by the Board.

And now the Board of Commissioners of Hendricks County, Indiana, does now
finally determine and adjudge that that portion of the highway as described in the Report
of the Board, in the plans, specifications and detail as herein described is as
follows, to-wit;

Beginning at a point on the East boundary line of Hendricks County, where the
center line of the Indianapolis and Crawfordsville State Road intersects said East bounda-
ry line, and running thence North 65 degrees and 26 minutes West a distance of 1664.79

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feet, to to Station 16 plus 64.79. Thence deflecting right on a 2 degree and 25 minute curve a distance of 100 feet to Station 17 plus 64.79. Thence North 63 degrees and 01 minute West a distance 1050.7 feet to Station 28 plus 15.49. Thence deflecting right on a 2 degree and 44 minute curve a distance of 100.0 feet to Station 29 plus 15.49. Thence North 60 degrees and 17 minutes West a distance of 345.01 feet to Station 32 plus 60.5. Thence deflecting right on a 2 degree and 26 minute curve a distance of 100.0 feet to Station 33 plus 60.5. Thence North 57 degrees and 51 minutes West a distance of 2381.3 feet to Station 62 plus 41.8. Thence deflecting right on a 2 degree and 30 minute curve, a distance of 100. feet to Station 63 plus 41.8. Thence North 55 degrees 35 minutes West a distance of 522.27 feet 57 minute curve a distance of 100. feet to Station 69 plus 64.07. Thence North 52 degrees and 38 minutes West a distance of 1036.03 feet to Station 80 plus 01. Thence deflecting left on a 7 degree and 26 minute curve a distance of 200 feet to Station 82 plus 01. Thence North 67 degrees and 30 minutes West a distance of 1130.68 feet to Station 93 plus 30.78. Thence deflecting left on a 3 degree and 51 minute curve a distance of 100 feet to Station 94 plus 30.78. Thence North 71 degrees and 21 minutes West a distance of 836.9 feet to Station 102 plus 67.68. Thence deflecting left on a 3 degree and 45 minute curve a distance of 100 feet to Station 103 plus 67.68. Thence North 75 degrees 06 minutes West a distance 1450.07 feet to Station 118 plus 17.75. Thence deflecting left on a 6 degree and 8 minute curve a distance of 100 feet to Station 119 plus 17.75. Thence North 81 degrees and 14 minutes West a distance of 573.35 feet to Station 124 plus 91.1. Thence deflecting right on a 7 degree and 46 minute curve a distance of 300 feet to Station 127 plus 91.1. Thence North 57 degrees and 56 minutes West a distance of 423 feet to Station 132 plus 14.1. Thence deflecting right on a 8 degree and 44 minute curve a distance of 100 feet to Station 133 plus 14.1. Thence North 49 degrees and 02 minutes West a distance of 324.2 feet to Station 136 plus 38.3. Thence deflecting left on a 9 degree 0 minute and 20 second curve a distance of 300 feet to Station 139 plus 38.3. Thence North 76 degrees and 03 minutes West a distance of 781.0 feet to Station 147 plus 19.3. Thence ~~North 76 degrees and 03 minutes West~~ deflecting right on a 5 degree and 6 minute curve a distance of 300 feet to Station 150 plus 19.3. Thence North 60 degrees and 44 minutes West a distance of 701.59 feet to Station 157 plus 20.89. Thence deflecting left on an 8 degree and 47 minute curve a distance of 100 feet to Station 158 plus 20.89. Thence North 69 degrees and 31 minutes West a distance of 669.11 feet to Station 164 plus 90. Thence deflecting right on a 6 degree and 43 minute curve a distance of 300 feet to Station 167 plus 90. Thence North 49 degrees and 19 minutes West a distance of 455.93 feet to Station 172 plus 45.93. Thence deflecting right on a 4 degree and 17 minute curve a distance of 100 feet to Station 173 plus 45.93. Thence North 45 degrees and 02 minutes West a distance of 510.93 feet to Station 178 plus 56.86. Thence deflecting left on a 10 degree and 25 minute curve a distance of 100 feet to Station 179 plus 56.86. Thence North 55 degrees 27 minutes West a distance of 598.04 feet to Station 185 plus 54.9. Thence deflecting left on a 7 degree and 27 minute curve a distance of 100 feet to Station 186 plus 54.9. Thence North 62 degrees 54 minutes West a distance of 60.4 feet to Station 187 plus 15.3. Thence deflecting left on a 6 degree and 23 minute curve a distance of 100 feet to Station 188 plus 15.3. Thence North 69 degrees and 17 minutes West a distance of 3852.2 feet to Station 226 plus 67.5. Thence deflecting right on a 3 degree and 4 minute curve a distance of 100 feet to Station 227 plus 67.5. Thence North 66 degrees and 13 minutes West a distance of 2164.6 feet to Station 249 plus 32.1. Thence ~~North 66 degrees and 13 minutes West~~ deflecting right on a 9 degree and 32 minute curve a distance of 100 feet to Station 250 plus 32.1. Thence North 56 degrees and 42 minutes West a distance of 1252.2 feet to Station 262 plus 84.3. Thence deflecting left on a 6 degree and 36 minute curve a distance of 100 feet to Station 263 plus 84.3. Thence North 63 degrees and 18 minutes West a distance of 730.0 feet to Station 271 plus 14.3. Thence deflecting left on 2 degree and 30 minute curve a distance of 100 feet to Station 272 plus 14.3. Thence North 65 degrees and 48 minutes West a distance of 605.7 feet to Station 278 plus 20, the western terminus of said road, being located at a point where the center line of said road intersects the road running North thru the center of the North West Quarter of Section 10, Township 16 North of Range one East.

and the improvement thereof in strict accordance with the Report of the Board, the plans, specifications and profile filed and adopted herein will be of public utility, and the Board does now order that the improvement of said above described highway be made in accordance with said Report, plans, specifications and profile, which are now herein ordered finally adopted, presented and filed.

It is further ordered by the Board that the Auditor give notice that said proposals will be received by the Board up until 10:30 o'clock A.M. of Tuesday, March 16th, 1920, for the construction of the improvement herein ordered established in the Republican and also the Danville Gazette, weekly newspapers of general cir-

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ulation throughout Hendricks County, Indiana, for two successive weeks, and also
one time in the , a daily newspaper of general circulation through-
out the State of Indiana, published at Indianapolis, Indiana; the said publications
in said papers as aforesaid to be made in all respects as by law provided.

And further proceedings herein are continued.

Ordered that the Board do now adjourn.

Geo G Sullivan

J. H. Bickert

Board of Commissioners of
Hendricks County.

March Term, 1920.

STATE OF INDIANA

SS

HENDRICKS COUNTY

In the Commissioners Court.

March Term, 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, 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 Petition of John N Russell et al for the Improvement of a Public Highway in Eel River Township, Hendricks County, and Jackson Township, Putnam County.

Comes now the petitioners by counsel, and come also the engineer and viewers herein, and it appearing to the satisfaction of the Board that it is impossible for said engineer and viewers to, at this time, make a report of their doings in the above entitled cause.

Therefore it is hereby ordered by the Board that said engineer and viewers be given until the next regular term of said Board to make and file in the office of the Auditor of Hendricks County, Indiana, their certain report in writing, setting forth their determination in regard to said Improvement.

And this cause is continued.

March Term, 1920.

In the Matter of the Petition of
Charles E Wilson et al for the
Improvement of a Public Highway in
Marion Township, Hendricks County, Indiana.

Comes now the Auditor of Hendricks County, Indiana, and produces
and files the proofs of publications of notice of letting in the above entitled
matter, which proofs of notices are in the following words and figures, to-wit (HI)

And the Auditor of said County further shows to the Board that no bids were
received or filed for the construction of the above entitled improvement.

And the Board, having examined the proofs of notice and being duly
advised and informed in the premises, finds that the notices given for the let-
ting herein were made and given as by law required; further the Board finds that
the cause of receiving no-bids for the construction of the above entitled im-
provement is that the estimate of the cost of construction as made by the viewers
and engineer on said road, is less than the cost of procuring the same to be
improved or constructed.

It is therefore ordered by the Board that a new estimate be made on
the cost of construction of the improvement in the above entitled matter, as
provided by the plans and specifications therein adopted and approved.

And for the purpose of making such new estimate the Board does now
appoint Oscar Benbow and Fred Shirley, as viewers and J P Johnson, as engineer
and the Board herein finds that the fact to be that said named viewers are not
nor is either one of them, a resident of Marion Township, in said county and
state, nor the owner of any taxable property in said township.

It is ordered by the Board that said named viewers and engineer shall
meet at the office of the Auditor of Hendricks County, Indiana, on the 10th day
of March, 1920, at the hour of 10 o'clock A.M., and qualify as by law pro-
vided and proceed to make such investigation into the plans and specifications
and the cost of labor and material as will enable them to make an estimate of the
cost of construction of the above entitled improvement, and further such viewers
and engineer are hereby ordered to make a report on such new estimate and file
the same in the office of the Auditor of said county on the 5th day of April,
1920.

And further proceedings herein are continued.

March Term, 1920.

In the Matter of the Petition of
J. H. Airhart et al for the
Improvement of a Public Highway in
Brown Township, Hendricks County, Indiana.

Comes now the Auditor of Hendricks County, Indiana, and produce and files the proofs of publications of notices of letting in the above entitled matter, which proofs of notices are in the following words and figures, to-wit; (H.I.).

And the Auditor of said county further shows to the Board that no bids were received or filed for the construction of the above entitled improvement.

And the Board, having examined the proofs of notices and being duly advised and informed in the premises, finds that the notices given for the letting herein were made and given as by law provided; further the Board finds that the cause of receiving no bids for the construction of the above entitled improvement is that the estimate of the cost of construction as made by the viewers and engineer on said road is less than the cost of procuring the same to be improved or constructed.

It is therefore ordered by the Board that new estimates be made on the cost of construction of the improvement in the above entitled matter, as provided by the plans and specifications therein adopted and approved.

And for the purpose of making such new estimates the Board does now appoint A. A. Ross and O. M. Fordyce, as viewers, and J. P. Johnson, as engineer, and the Board herein finds the fact to be that said named viewers are not, nor is either one of them, a resident of Brown Township, in said county and state, nor the owner of any taxable property in said township.

It is ordered by the Board that said named viewers and engineer shall meet at the office of the Auditor of Hendricks County, Indiana, on the 12th day of March, 1920, at the hour of 10 o'clock A. M. and qualify as by law provided and proceed to make such investigation into the plans and specifications and the cost of labor and material as will enable them to make an estimate of the cost of the construction of the above entitled improvement and further such viewers and engineer are hereby ordered to make their report on such new estimate and file the same in the office of the Auditor of said county on the 5 day of April, 1920.

And further proceedings herein are continued.

March Term, 1920.

In the Matter of the Petition of
H. D. Bartholomew et al for the
Improvement of a Public Highway in Franklin
Township, Hendricks County, Indiana.

Comes now the Auditor of Hendricks County, Indiana, and produces and files
the proofs of publications of notices of letting in the above entitled matter,
which proofs of notices are in the following words and figures as follows to-wit:
(H. I.).

And the Auditor of said County further shows to the Board that no bids
were received or filed for the construction of the above entitled improvement.

And the Board, having examined the proofs of notices and being duly
advised and informed in the premises, finds that the notices given for the let-
ting herein were made and given as by law provided; further the Board finds that
the cause of receiving no bids for the construction of the above entitled improve-
ment is that the estimate of the cost of construction of said improvement, as
made by the viewers and engineer of said road is less than the cost of procuring
the same to be improved or constructed.

It is there-fore ordered by the Board that new estimates be made on the
above entitled matter, as provided by the plans and specifications therein
adopted and approved.

And for the purpose of making such new estimates the Board does now
appoint and designate _____,
as viewers, and J. P. Johnson, as engineer. And the Board herein finds the fact
to be that said named viewers are not, nor is either one of them, a resident of
Franklin township, in said county and state, nor the owner of any taxable
property in said township.

It is ordered by the Board that said named viewers and engineer shall
meet at the office of the Auditor of Hendricks County, Indiana, on the _____
day of March, 1920, at the hour of 10 o'clock A. M., and qualify as by law required
and proceed to make such investigation into the plans and specifications and
cost of labor and material as will enable them to make an estimate of the cost of
the construction of the above entitled improvement and further such viewers and
engineer are hereby ordered to make their report on such new estimate and file the
same in the office of the Auditor of said County on the _____ day of _____
1920: And further proceedings herein are continued.

March Term, 1920.

In the Matter of the Petition of
Joe Lane Wilson, and others for the
Improvement of a Public Highway in
Marion Township, Hendricks
County, Indiana.

Comes now the Auditor of Hendricks County, Indiana, and produces and files
the proofs of publication of notices of letting in the above entitled matter, which
proofs of notices are in the following words and figures, to wit: (H. I.)

And the Auditor of said County further shows to the Board that no bids were
received or filed for the construction of the above entitled improvement.

And the Board, having examined the proofs of notices and being duly advised
and informed in the premises, finds that the notices given for the letting herein
were made and given as by law provided; further the Board finds that the cause of
no bids for the construction of the above entitled improvement is that the estimate
of the cost of construction, as made by the viewers and engineer on said road, is
less than the cost of procuring the same to be improved or constructed.

It is therefore ordered by the Board that new estimates be made on the cost
of construction of the improvement in the above entitled matter, as provided by the
plans and specifications therein adopted and approved.

And for the purpose of making such new estimates the Board does now appoint
Oscar Benbow and Fred Shirley, as viewers, and J. P. Johnson, as engineer, and the
Board herein finds the fact to be that said named viewers are not, nor is either
one of them, a resident of Marion township, in said county and state, nor the owner
of any taxable property in said township.

It is ordered by the Board that said named viewers and engineer shall meet
at the office of the Auditor of Hendricks County, Indiana, on the 9th day of March,
1920, at the hour of 10 o'clock A. M., and qualify as by law provided and proceed
to make such investigation into the plans and specifications and the cost of labor
and material as will enable them to make an estimate of the cost of the construction
of the above entitled improvement, and further such viewers and engineer are hereby
ordered to make their report on such new estimate and file the same in the office
of the Auditor of said county on the 10th day of March, 1920.

And further proceedings herein are continued.

March Term, 1920.

In the Matter of the Petition of
W. A. McClure, and others for
the Improvement of a Public Highway
by Taxation in Liberty Township.

Come now the petitioners in the above entitled matter and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than fifty free-holders and voters of Liberty Township in Hendricks County, state of Indiana, was filed in the office of the county Auditor on the 10th day of February, 1920.

And it further appearing to the Board of Commissioners that at the time of filing said petition, the same was set for hearing on the 1st day of March, 1920, as shown by the endorsement thereon of Charles A. White, Auditor of Hendricks County, Indiana, which endorsement is in the words and figures as follows, to wit: (H. I.); and said petition now coming on for hearing before the Board, said petitioners now produce and file the affidavits of Julian D. Hogate, editor and publisher of " The Republican ", and of Alvin Hall, editor and publisher of " The Danville Gazette ", two weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the English language, in the town of Danville, Hendricks County, Indiana, the county in which said highway proposed to be improved is located, (said affidavits and notices thereto attached being in the words and figures, to wit: (H. I.).

And it appearing to the satisfaction of the Board of Commissioners by said affidavits that due notice of filing and the time and place of hearing of said petition was given in said newspapers by two consecutive weekly publications therein, the first of which publications was on the _____ day of February, 1920, and the last on the _____ day of February, 1920

And said petitioners now also produce and file the affidavit of C. E. Shields of said county and state, which affidavit and notice are in the words and figures to wit: (H. I.), from which affidavit it appears to the satisfaction of the Board that due notice of the filing of said petition and the time and place of hearing of the same was duly given by said affiant under the order and at the direction of the Auditor of Hendricks County, Indiana, by posting copies of said petition with the time and place of hearing of the same endorsed thereon in three public places in Liberty township, said county and state, for more than fifteen days before the 1st day of March, 1920; And said petitioners now also produce and file the certified statement and copy of Notice of Chas. A. White, Auditor, under the seal of the Board of Commissioners of said county, which certified statement and copy of notice are in the following words and figures, to wit, (H. I.), and from which certified statement it appears to the satisfaction of the Board that a copy of said

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petition with the time and place of hearing of the same endorsed thereon was duly posted at the door of the Court House in said county for more than fifteen days before the 1st day of March, 1920.

And it further appearing to said Board that no taxpayer of Liberty township, aforesaid, in said county and state, has filed any objection to the form or sufficiency of such petition, and the Board, having examined said petition, does now find the same sufficient and in due form according to law; that the same was filed in the office of the auditor of Hendricks County, Indiana, on the 10th day of February, 1920, and by endorsement on said petition said auditor did fix for the hearing of the same the 1st day of March, 1920. the same being the first day of the regular March Term, 1920, of the Board of Commissioners of Hendricks County, Indiana.

The Board further finds that said highway asked to be improved is less than three miles in length; that a United States rural mail route passes over said described highway, and that said highway connects at each end with improved County Free gravel roads.

It is therefore ordered by the Board that said petition is sufficient in substance in all respects. And now time is given for remonstrance.

And this cause is continued.

In the Matter of the Petition of
Erasmus Brewer, and others for the
Improvement of a Public Highway in
Franklin Township, Hendricks
County, Indiana.

Comes now the Auditor of Hendricks County, Indiana, and produces and files the proofs of publican of notices of letting in the above entitled matter, which proofs of notices are in the following words and figures, to wit: (H. I.).

And the Auditor of said County further shows to the board that no bids were received or filed for the construction of the above entitled improvement.

And the Board, having examined the proofs of notices and being duly advised and informed in the premises, finds that the notices given for the letting herein were made and given as by law provided; further the Board finds that the cause of receiving no bids for the construction of the above entitled improvement is that the estimate of the cost of construction of said improvement, as made by the viewers and engineer of said road, is less than the cost of procuring the same to be improved or constructed

It is therefore ordered by the Board that new estimates be made on the cost of construction of the improvement in the above entitled matter, as provided by the plans and specifications therein adopted and approved.

And for the purpose of making such new estimates the Board does now appoint

March Term, 1920.

and designate _____, _____
as viewers, and J. P. Johnson, as engineer. And the Board herein finds the fact
to be that said named viewers are not, nor is either one of them, a resident of
Franklin township, in said county and state, nor the owner of any taxable property
in said township.

It is ordered by the Board that said named viewers and engineer shall meet
at the office of the Auditor of Hendricks County, Indiana, on the _____ day of
March, 1920, at the hour of 10 o'clock A. M., and qualify as by law provided and
proceed to make such investigations into the plans and specifications and the cost
of labor and material as will enable them to make an estimate of the cost of the
construction of the above entitled improvement and further such viewers and engineer
are hereby ordered to make their report on such new estimate and file the same in
the office of the Auditor of said County on the _____ day of _____ 1920:

And further proceedings herein are continued.

In the Matter of the Petition of
D. A. Surber, and others for the
Improvement of a Public Highway in
Middle Township, Hendricks County, Indiana.

Comes now the Auditor of Hendricks County, Indiana, and produces and files
the proofs of publication of notices of letting in the above entitled matter,
which proofs of notices are in the following words and figures, to wit: (H. I.).

And the Auditor of said County further shows to the Board that no bids were
received or filed for the construction of the above entitled improvement.

And the Board, having examined the proofs of notices and being duly advised
and informed in the premises, finds that the notices given for the letting herein
were made and given as by law provided; further the Board finds that the cause of
receiving no bids for the construction of the above entitled improvement is that
the estimate of the cost of construction, as made by the viewers and engineer on
said road, is less than the cost of procuring the same to be improved or constructed.

It is therefore ordered by the Board that new estimates be made on the cost
of construction of the improvement in the above entitled matter, as provided by the
plans and specifications therein adopted and approved.

And for the purpose of making such new estimates the Board does now appoint
_____ and _____

_____ and _____, as viewers, and
J. P. Johnson, as engineer, and the Board herein finds the fact to be that said
named viewers are not, nor is either one of them, a resident of Middle township, in
said county and state, nor the owner of any taxable property in said township.

March Term, 1920.

It is ordered by the Board that said named viewers and engineer shall meet at the office of the Auditor of Hendricks County, Indiana, on the 11th day of March, 1920, at the hour of 10 o'clock A. M., and qualify as by law provided and proceed to make such investigation into the plans and specifications and the cost of labor and material as will enable them to make an estimate of the cost of the construction of the above entitled improvement, and further such viewers and engineer are hereby ordered to make their report on such new estimate and file the same in the office of the Auditor of said county on the _____ day of _____, 1920.

And further proceedings herein are continued.

In the Matter of the Petition of
Calvin Cutrell, and others for the
Improvement of a Public Highway in
Washington Township, Hendricks County, Indiana.

Comes now the Auditor of Hendricks County, Indiana, and produces and files the proofs of publication of notices of letting in the above entitled matter, which proofs of notices are in the following words and figures, to wit: (H. I.).

And the Auditor of said County further shows to the Board that no bids were received or filed for the construction of the above entitled improvement.

And the Board, having examined the proofs of notices and being duly advised and informed in the premises, finds that the notices given for the letting herein were made and given as by law provided; further the Board finds that the cause of receiving no bids for the construction of the above entitled improvement is that the estimate of the cost of construction of said improvement, as made by the viewers and engineer, is less than the cost of construction.

It is therefore ordered by the Board that new estimates be made on the cost of construction of the improvement in the above entitled matter, as provided by the plans and specifications therein adopted and approved.

And for the purpose of making such new estimates the Board does now appoint and designate Ernest E. Bell, C. A. Henson as viewers, and J. P. Johnson, as engineer. And the Board herein finds the fact to be that said named viewers are not, nor is either one of them, a resident of Washington township, in said county and state, nor the owner of any taxable property in said township.

It is ordered by the Board that said named viewers and engineer shall meet at the office of the Auditor of Hendricks County, Indiana, on the 8th day of March, 1920, at the hour of 10 o'clock A. M., and qualify as by law provided and proceed to make such investigations into the plans and specifications and the cost

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of labor and material as will enable them to make an estimate of the cost of the construction of the above entitled improvement and further such viewers and engineer are hereby ordered to make their report on such new estimate and file same in the office of the Auditor of said County on the 5th day of April 1920: And further proceedings herein are continued.

In the Matter of the Petition of
Lewis A. Phillips, and others, for the
Improvement of a Public Highway between
Franklin and Clay townships.

Come now the petitioners herein, and comes also the Auditor of Hendricks County, Indiana, and produce and file the affidavits of Julian D. Hogate and Alvin Hall, editors and publishers respectively of "The Republican" and "The Danville Gazette", two weekly newspapers of general circulation throughout Hendricks County, Indiana, which affidavits and copies of notice thereto attached are in the following words and figures, to wit: (H. I.) from which affidavits it appears to the satisfaction of the Board that notice was given to the voters of Franklin and Clay townships, in Hendricks County, Indiana, of the new estimate made herein in the above entitled matter.

And now more than 20 days having elapsed since the last publication of notice and no objection or remonstrance being filed or presented by any taxpayer or voter of said townships of Franklin or Clay, in said county and state, the Board does now order that said new estimate be finally and fully adopted as and for the estimate for the construction of the above entitled improvement.

The Board further orders and directs that the Auditor give notice as by law provided that sealed bids or proposals will be received by the Board for the construction of the above entitled improvement up until 10:30 a.m. of the 5th day of April, 1920.

And this matter is continued.

March Term, 1920.

In the Matter of the Petition of
L. H. Brown, and others for the
Improvement of a Public Highway by
Taxation in Center Township.

Come now the petitioners in the above entitled matter and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than fifty free-holders and voters of Center Township in Hendricks County, state of Indiana, was filed in the office of the county Auditor on the 10th day of February, 1920.

And it further appearing to the Board of Commissioners that at the time of filing said petition, the same was set for hearing on the 1st day of March, 1920, as shown by the endorsement thereon of Charles A. White, Auditor of Hendricks County, Indiana, which endorsement is in the words and figures as follows, to wit: (H. I.); and said petition now coming on for hearing before the Board, said petitioners now produce and file the affidavits of Julian D. Hogate, editor and publisher of "The Republican", and of Alvin Hall, editor and publisher of "The Danville Gazette", two weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the English language, in the town of Danville, Hendricks County, Indiana, the county in which said highway proposed to be improved is located, said affidavits and notices thereto attached being in the words and figures, to wit: (h. I.).

And it appearing to the satisfaction of the Board of Commissioners by said affidavits that due notice of filing and the time and place of hearing of said petition was given in said newspapers by two consecutive weekly publications therein, the first of which publications was on the 17 day of February, 1920, and the last on the 19 day of February, 1920.

And said petitioners now also produce and file the affidavit of John T. Hume of said county and state, which affidavit and notice are in the words and figures, as follows, to wit: (H. I.), from which affidavit it appears to the satisfaction of the Board that due notice of the filing of said petition and the time and place of hearing of the same was duly given by said affiant under the order and at the direction of the Auditor of said Hendricks County, Indiana, by posting copies of said petition with the time and place of hearing of same endorsed thereon in three public places in Center township, said county and state, for more than fifteen days before the 1st day of March, 1920: And said petitioners now also produce and file the certified statement and copy of notice of Chas. A. White, Auditor, under the seal of the Board of Commissioners of said county, which certified statement and copy of notice are in the following words and figures, to wit, (H. I.), and from which certified statement it appears to the satisfaction of the Board that a copy of said petition with the

March Term, 1920.

time and place of hearing of the same endorsed thereon was duly posted at the door of the Court House in said county for more than fifteen days before the 1st of March, 1920.

And it further appearing to said Board that no taxpayer of Center township, aforesaid, in said county and state, has filed any objection to the form or sufficiency of such petition, and the Board, having examined said petition, does now find the same sufficient and in due form according to law; that the same was filed in the office of the auditor of Hendricks County, Indiana, on the 10th day of February, 1920, and by endorsement on said petition said auditor did fix for the hearing of the same the 1st day of March, 1920, the same being the first day of the regular March term, 1920, of the Board of Commissioners of Hendricks County, Indiana.

The Board further finds that said highway asked to be improved is less than three miles in length; that a United States rural mail route passes over said described highway, and that said highway connects at each end with improved County Free gravel roads.

It is therefore ordered by the Board that said petition is sufficient in form and substance in all respects. And now time is given for remonstrance and this cause is continued.

In the Matter of the Petition of
Robert Pierson et al for the Improvement
of a Public Highway in Middle Town-
ship, Hendricks County, Indiana.

Commissioners Court, March Term, 1920.

Be it Known that on this 1st day of March, 1920, the Board of Commissioners of Hendricks County, Indiana, met at their usual place of meeting in the Court House in the town of Danville, Hendricks County, Indiana, in regular session. And now Charles A. White, the Auditor of said County, produces the affidavits of Julian D. Hogate and Alvin Hall, editors and proprietors respectively of the Republican and Danville Gazette, two weekly newspapers of general circulation, printed and published in the town of Danville, Center Township, Hendricks County, Indiana, and of opposite politics, said affidavits being as follows, to-wit: (H. I.), and from which it appears that notices of the time and place of receiving ~~of~~ bids for the construction of the improvement proposed in the foregoing entitled cause was duly published in the English language in such newspapers for three consecutive weeks, the first of which publications was on the 5th day of February, 1920, and the last on the 19th day of February, 1920, a copy of which notice being attached to said affidavits and

March Term, 1920.

are as follows, to-wit: (H. I.), said Auditor also produces the affidavit of John C. Rugenstein, credit manager of the Indianapolis News, a daily newspaper, of general circulation throughout the State of Indiana, printed in the English language and published in the city of Indianapolis, Indiana, said affidavit being as follows, to-wit: (H. I.), and from which it appears that notice of the time and place of receiving bids for the construction of the improvement prayed for in the foregoing entitled cause was duly published in said newspaper on the 12th day of February, 1920, and more than two weeks prior to the date fixed for receiving bids, a copy of which notice being attached to said affidavit and being in the words and figures as follows, to-wit (H. I.).

And now the hour of 10:30 A. M. having arrived, the hour of said day up to which it was provided in said notice that sealed bids would be received by the Board of Commissioners for said work, The Board finds upon examination of all bids submitted, which bids were opened in the presence of the public present. And the following proposal was received and submitted by H. L. Patout in the sum of \$22,000.00, this bid being the only one submitted for this improvement. The Board further finds that said bid is in due form and accompanied by a Bond and affidavit as provided by law and in the notice of receiving bids for said improvement.

And the Board further finds that the entire costs of said improvement including said bid aforesaid received and the expenses incurred and to be incurred in the per diem of the engineer and superintendent in the sum of \$23,000.00. That the total indebtedness of said Middle Township, the township in which said road to be improved under this proceeding is located including all the costs and expenses of this improvement, as aforesaid found and all bonds heretofore issued for the building of gravel or macadamized roads, taking into account the amount of tax collectable during the current year, and all mortgage exemptions, will not exceed four percentum of the total valuation of the property of said township.

The Board further finds that the contract for said improvement should be awarded, that the bid of D. H. Patout, being within the estimated cost of said improvement, and he being a responsible bidder, the same should be accepted, and the contract for said improvement awarded to him, and that bonds of the County should be issued and sold for the purpose of raising money necessary to pay the costs and expenses of said improvement.

It is therefore ordered and decreed by the Board that the bid of said D. H. Patout be, and the same is duly accepted by this Board and that the contract for said improvement be and the same now is awarded to the said D. H. Patout and the Bond of said D. H. Patout, with good and sufficient surety, conditioned for the faithful performance of the work, in accordance with the profile and report and plans and

March Term, 1920.

specifications therein set out, and the contract hereinafter set out, in the sum of \$22,000.00 is now duly approved by the Board, said Bond and approval noted thereon, being 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, principal, and the United States Fidelity & Guaranty Company of Baltimore, Md., Surety, are firmly bound unto the State of Indiana in the penal sum of Forty four thousand and no/100 (\$44,000.00) 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 1st day of March, 1920.

The Conditions
~~of said 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 Robert Pierson et al Highway in Middle 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.

United States Fidelity and Guaranty Company (Seal)
by John e. Messick, Atty. in Fact

D.H.Fatout. (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 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 1st day of March
A. D. 1920.

(Seal)

My Commission expires
May 8, 1923.

John T. Hume
Notary public.

Accepted and approved, March 1st, 1920.

Attest, Chas. A. White
Auditor Hendricks County.

C. B. Phillips
Jno. G. Shelton
J. D. Brickert
Board of Commissioners of Hendricks
County.

March Term, 1920.

And the Board now enters into a contract with the said D. H. Fatout for the improvement, which contract duly signed by the said D. H. Fatout and the members of this Board as the Board of Commissioners of Hendricks County, Indiana, is in words and figures as follows, to-wit:-

CONTRACT

For the construction of the Robert D. Pierson et al Road

~~This agreement made and entered into by and between D. H. Fatout, 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 1st day of March A. D., 1920, the said Board of Commissioners received bids for the construction of the Robert D. Pierson et al Road the same being located in Hendricks County and 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.: \$22,000.00, 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 December A. D., 1920, 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 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 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 for each and every day thereafter that said improve-

March Term, 1920.

ment 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 ~~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 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-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 said contract price shall be retained by the said County until the 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 first day of March, 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.

Attest: Chas. A. White, - Auditor of Hendricks County.

March Term, 1920.

And it is hereby ordered by said Board that the bonds of Hendricks County, Indiana, subject to the approval of the Tax Commissioners, be issued and sold, as provided by law in such cases, to provide funds for the payment of costs and expenses of said improvement; That said bonds be issued in a total sum of \$23,000.00 in series of \$1,150.00 each and bearing interest at the rate of four and one-half ($4\frac{1}{2}$) per centum and payable semi-annually over a period of ten (10) years from the

And now the Treasurer of said Hendricks County, Indiana, is hereby charged with the sale of such bonds upon their issuance.

And the Board now appoints a resident of said Middle Township, to superintend the construction of said improvement according to the plans, profile and specifications and contract herein, and he is ordered and directed, by the Board, to file his bond as such superintendent in the sum of \$5,000.00, conditioned for the faithful discharge of his duties as such superintendent as provided by law.

And now comes said and accepts said appointment and files his bond conditioned as required by law with as surety thereon, which bond is hereby approved, and is in words & figures following, to-wit: (H. I.).

And further proceedings herein are continued.

March Term 1920.

In the Matter of the Petition of
Alta B. Mercer and other for the
Improvement of a Public Highway
by Taxation.

Comes now the petitioners in the above entitled cause by George W. Brilly, their attorney, and it appearing that more than twenty days have elapsed since the former hearing on the petition herein, and no remonstrance having been filed by any of the freehold voters of Eel River township, Hendricks County, Indiana, against the improvement herein in these proceedings petitioned for, and no reason appearing to the Board why an engineer and viewers should not be appointed herein the Board does now appoint J.P. Johnson, as engineer, whom the Board finds to be a competent civil engineer, and William Kelly and Amos Shelton, as viewers, each of whom the Board finds to be a responsible free holder and voter of Hendricks County, Indiana, and not a resident of, nor the owner of taxable property in Eel River township, in said County and State.

And now the Auditor is hereby ordered to spread the petition herein of record which is now accordingly done and which is in the following words and figures to-wit:

Petition to Improve Public Highway.

State of Indiana

SS:

Hendricks County

In the Commissioners Court

July Term 1919.

In the matter of the Improvement of a
public highway in Eel River Township,
Hendricks County, Indiana.

To the Honorable Board of Commissioners Hendricks County, Indiana:

We, the undersigned petitioners, represent and say that we constitute more than fifty freeholders and voters of Eel River Township, Hendricks County, State of Indiana, and we hereby respectfully petition your Honorable Board to improve by grading, draining and paving with stone, gravel, or other road material, and by the building of all necessary bridges, culverts and sewers thereon, the following public highway lying and being wholly in Eel River Township, Hendricks County, State of Indiana, to-wit: Beginning at the center of Section Eighteen (18) Township Seventeen (17) north, Range Two (2) West in Hendricks County, State of Indiana, in a County Free gravel road, and running thence West on the line dividing the Northwest quarter ($\frac{1}{4}$) from the South west quarter ($\frac{1}{4}$) of said Section Eighteen (18) Township and Range aforesaid, and terminating on the County line dividing Montgomery and Hendricks Counties, in a County free gravel road now being constructed by said Montgomery County, said point of termination also being the West township line of said Eel River Township said county and state aforesaid.

Your petitioners say that said described public highway has both termini in a county free gravel road and is not over three miles in length and we recommend that said proposed improved highway be made thirty three feet in width.

Your petitioners further ask that upon a hearing of this petition that the same be found sufficient by this Honorable Board and the same be referred to viewers and a competent engineer to report upon said proposed improvement; that the same be improved without submitting the matter thereof to a vote of the legal voters of said township; that bonds in a series covering ten years be issued and sold to cover the costs and expenses of said improvement and for all such other steps and proceedings as are necessary to make such improvement.

Names
 Alta B. Mercer
 Milton Davis
 Jas. M. Otterman
 Harry Jordan
 Marvin H. Roberts
 Dennis Chambers
 Floyd M. Spaulding
 W.T. Reynolds
 Alva R. Ford
 A.Oat Hedge
 Charley Zimmerman
 George Kirtley
 Columbus Myers
 Henry Trammel
 Andrew J. Davis
 William T. Wren
 Fred L. Clark
 S.E. Chambers
 Isaac Henry Huffman
 Geors W. Buckingham
 Morton Hardin

Names
 Fred Radford
 Horace G. Coot
 Joseph Wickham
 John M. Smith
 Geo. E. Wendling
 J.W. Long
 L.C. Moon
 R.F. Sommerville
 Elijah Shirley
 Lon I. Davis
 W.G. duckworth
 George B. Davis
 Jas. B. Fleece
 James H. Fiscus
 Cly Frankeberger
 Rachel B. Long
 Ben Neff
 E.B. Bowen
 Grant Spears
 W. Frank Nichols
 H.C. Gibson

And the Auditor is hereby directed and ordered by the Board to give notice
 t
 to said engineer and viewers of their appointment herein and that they shall meet at the
 Auditor's Office at Danville Indiana, on the 20th day of March 1920 at the hour of
 10
 10 o'clock A.M. and qualify for their appointment herein and said viewers and engineer
 are then directed to make an inspection of said road and to make a full and complete
 report on said matter on the 7th day of June 1920.

And further proceedings herein are continued.

Special Session, March 16, 1920.

The Board of Commissioners ~~of~~ ~~the~~ ~~of~~ of Hendricks County, State of Indiana,
(in the Commissioners room, town of Danville, Indiana)
are met in special session pursuant to a notice from the Auditor of said County
Which notice is in words and figures as follows to-wit: (H.I.)

Present: C. B. Phillips, Jno. G. Shelton, and J. D. Brickert, all members
of the said Board.

The following proceedings were then had to-wit:

Special Session, March 16, 1920.

In the matter of the petition of the
Canady Downard for the improvement of a
Highway under the County Unit Law.

Comes now the Board of Commissioners of Hendricks County, Indiana on the 16th day of March 1920 and the hour of 10:30 A.M. of said day having arrived, the same being the day and hour for the receiving of bids for the construction of the above entitled improvement, and now the Auditor produces the affidavits of Julian D. Hogate and Alvin Hall editors of the Hendricks County Republican and The Danville Gazette respectively, Two weekly newspapers of general circulation throughout Hendricks County, Indiana, of opposite political parties showing that notice was given for the letting of the above entitled proposed improvement by publication for two consecutive weeks in each of said papers, the first of which said publications was on the 19th day of February 1920 and the second and last of which publication was given on the 26th day of February 1920 and the last of which publications was given more than 10 days before the date fixed for the receiving of bids to-wit, the 16th day of March 1920, which affidavits and copies of notice thereto attached are in words and figures as follows to-wit (here insert).

Now also the Auditor of Hendricks County, Indiana produces the affidavit of Frank Carroll the advertising manager of the Indianapolis News a daily newspaper of general circulation throughout the State of Indiana, printed at Indianapolis, Indiana, showing that notice was given of the receiving of bids for the letting of the above entitled improvement in said newspaper one time to-wit, on, the 23rd day of February 1920 and more than ten days before the 16th day of March 1920, which affidavit and copy of notice attached thereto are in the following words and figures to-wit (here insert).

And the Board now finds that notice was duly given by the Auditor of Hendricks County, Indiana as provided by law and as directed and ordered by the Board, of the time and place for receiving bids for the construction of the above entitled improvement. And now the Board receives all of the sealed proposals tendered for the construction of the above entitled improvements. And the Board now opens the sealed proposals in the presence of the bidders and finds upon examination and inspection that the following bids were submitted to-wit:

Charley Williams	\$ 26777.00
Oliver J. Larkin	\$ 27100.00

And now the board having been duly advised and informed in the premises finds that the lowest and best bid received for the construction of the road is the bid of Charley Williams for the total of \$26777.00 which of said amounts being for sums less than the estimated cost of construction thereof of said road and now the Board orders that the contract for the construction of the road be and the same is

Special Session, March 16, 1920

hereby awarded to Charley Williams for the amount of his bid.

And now the Board enters into written contract and agreement with Charley Williams for the construction of said road improvement as provided for in the report and plans and specifications, which contract is in words and figures as follows to-wit:

CONTRACT

For the construction of the C. H. Downard et al Road.

This agreement made and entered into by and between Charley Williams, of Putnam 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 16th day of March, A.D., 1920, the said Board of Commissioners received bids for the construction of the C. H. Downard et al Road, the same being located in Hendricks County and said Charley Williams being declared the lowest and best responsible bidder, the contract was awarded to the said Charley Williams for the amount of his bid, viz.: \$ 26,777.00 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 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 improvement and have the same completed on or before the 1st day of December A.D., 1920, 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 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 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 for the use of the public of said Hendricks County, provided that said failure to complete said improvement within 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-contractors' claims.

The party of the second part hereby agrees that the party of the first part shall be paid the 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 said engineer's said estimate; 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 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

Special Session, March 16, 1920.

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 hereafter mentioned, and IN Witness Whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 16th day of March, A.D., 1920.

(Seal of Commissioners)

Charley Williams

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.

And now the Board orders and does herein and hereby approve the bond of Charley Williams filed herein with said Board, which bond is in words and figures to-wit:

Contractors Bond For Construction

Know all Men by these Presents, That we, the undersigned Charley Williams, Bascom O'Hair and Cyrus O'Hair of Putnam County, Indiana and James Mahoney of Danville, Indiana are firmly bound unto the State of Indiana in the penal sum of Fifty Four Thousand Three Hundred (\$54,300.00) 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 15th day of March, 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 Downard Road in Marion Township Hendricks County, Indiana,

And whereas, the above named Charles Williams 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 Charles Williams 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 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.

Charley Williams (Seal)

Cyrus O'Hair (Seal)

Bascom O'Hair (Seal)

James Mahoney (Seal)

State of Indiana, County of Boone, ss:

Before me, the subscriber, a Notary Public in and for said County, personally appeared Charley Williams, Bascom O'Hair, Cyrus O'Hair and James Mahoney and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and Notarial seal, this 15th day of March, A.D., 1920

My Commission expires
January 5, 1922.

(Seal)

also O. Rogers
Notary Public

Accepted and approved Mar. 16, 1920.

C. B. Phillips)

Jno. G. Shelton)

J. D. Brickert)

Board of Commissioners of
Hendricks County.

Attest: Chas. A. White

Auditor Hendricks County.

Special Session, March 16, 1920.

And now for the purpose of raising money to pay for the construction of said road as provided in said plans and specifications and to pay all expenses incurred and damages allowed prior to the letting of the contract, and to pay the per diem of the engineer and the Superintendent during the construction of said work and to pay for any extra changes not contemplated in the original plans and specifications and contracts which the Board shall deem necessary and which may have been omitted by the engineer or by oversight, not exceeding 3% of the contract price, the Board orders and adjudges that the bonds of Hendricks County, Indiana shall be issued and sold, subject however, to their having first been approved by the State Board of Tax Commissioners, of the State of Indiana, in the sum of *twenty-nine thousand* Dollars in ~~denomination~~ ^{denomination} of \$ *1450.00* each and bearing interest at the rate of 5% per annum, interest payable semi annually, principal and interest being payable at the office of the County Treasurer at Danville, Indiana bearing the date of *August 16, 1920* and the time for payment thereof extending over a period of ten years from the date of said bonds.

And now the County Treasurer is hereby charged with the duty of selling said bonds as herein before ordered, after first having given notice as by law provided, for not less than their par value and that keeping the proceeds of the sale thereof in a separate fund for the payment of all legal and authorized claims in connection with the foregoing improvement.

And for the purpose of raising money to make the payment of said bonds and the interest thereon, it is hereby ordered that at the time of the general tax levy, annually hereafter a special tax shall be levied by the Board of County Commissioners upon the property of the County of Hendricks in the State of Indiana, subject to taxation in such amount as to meet the principal and interest of said bonds as they become due and such taxes shall be collected as other taxes are and shall be applied to the payment of such bonds and interest, the bond ordinance above set out however to be acted upon and carried out by the said County officials only after the approval of the issue of said bonds by the Board of State Tax Commissioners as now provided by law.

And further proceedings herein are continued.

Special Session, March 16, 1920.

IN The Matter of the Petition of
Frank A. Haynes et al, for the
Improvement of a Highway under the
County Unit Law.

Comes now the Board of Commissioners of Hendricks County, Indiana on the 16th day of March 1920 and the hour of 10:30 A.M. of said day having arrived, the same being the day and hour for the receiving of bids for the construction of the above entitled improvement, and now the Auditor produces the affidavits of Julian D. Hogate and Alvin Hall editors of the Hendricks County Republican and The Danville Gazette respectively, Two weekly newspapers of general circulation throughout Hendricks County, Indiana, of opposite political parties showing that notice was given for the letting of the above entitled proposed improvement by publication for two consecutive weeks in each of said papers, the first of which said publications was on the 19th day of February 1920 and the second and last of which publication was given on the 26th day of February 1920 and the last of which publications was given more than 10 days before the date fixed for the receiving of bids to-wit, the 16th day of March 1920, which affidavits and copies of notice thereto attached are in words and figures as follows to-wit (here insert).

Now also the Auditor of Hendricks County, Indiana produces the affidavit of Frank Carrol the advertising manager of the Indianapolis News a daily newspaper of general circulation throughout the State of Indiana, printed at Indianapolis, Indiana, showing that notice was given of the receiving of bids for the letting of the above entitled improvement in said newspaper one time to-wit, on the 23rd day of February 1920 and more than ten days before the 16th day of March 1920, which affidavit and copy of notice attached thereto are in the following words and figures to-wit(here insert).

And the Board now finds that notice was duly given by the Auditor of Hendricks County, Indiana as provided by law and as directed and ordered by the Board, of the time and place for receiving of bids for the construction of the above entitled improvements. And now the Board receives all of the sealed proposals tendered for the construction of the above entitled improvements. And the Board now opens the said sealed proposals in the presence of the bidders and finds upon examination and inspection that the following bids were submitted to-wit:

James J. Nejd1	\$ 193471.88
McCoun & Construction Company	242425.15

And for the construction of the bridge across White Lick Creek on the above named road. The following bids were received:

W.R.Heath	\$ 15847.17
Robert H. King	15969.00
edward S. Smith	20938.00
Winamac Construction Company	15447.00

Special Session, March 16, 1920.

And now the Board having been duly advised and informed in the premises finds that the lowest and best bid received for the construction of the road is the bid of James J. Nejd1 for the total of \$193471.88 and that the lowest and best bid received for the construction of the bridge is the bid of the Winamac Construction Company for the total of \$15447.00, which of said amounts being for sums less than the estimated costs of construction thereof of said road and bridge and now the Board orders that the contract for the construction of the road be and the same is hereby awarded to James J. Nejd1 for the amount of his bid.

And now the Board orders that the contract for the construction of the bridge be and the same is hereby awarded to the Winamac Construction Company for the Amount of this bid.

And now the Board enters into a written contract and agreement with James J. Nejd1 for the construction of said road improvement as provided for in the report and plans and specifications, which contract is in the words and figures as ~~xx~~ follows to-wit;

CONTRACT

For the construction of the Frank A. Haynes et al

This agreement made and entered into by and between James J. Nejd1 of Whiting, 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 16th day of March A.D., 1920, the said Board of Commissioners received bids for the construction of the Frank A. Haynes et al Road the same being located in Hendricks County and the said James J. Nejd1 being declared the lowest and best responsible bidder, the contract was awarded to the said James J. Nejd1 for the amount of his bid, viz: \$193471.88 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 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 ~~xxxx~~ 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 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, A.D. 1920, 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 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 said Hendricks County of the use of said road from and after said 1st day of November, A.D., 1920, the sum of twenty-five dollars (\$25.00) per day 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~~ ~~for~~ 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 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

Special Session, March 16, 1920.

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 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 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 party of the first part has hereunto set his hand 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 16th day of March, A.D., 1920.

James J. Nejd1.
Party of the first part.

C. B. Phillips

Jno. G. Shelton

J. P. ~~Shelton~~
J. D. Brickert

Board of Commissioners of
Hendricks County.

Attest: Chas. A. White, -Auditor of Hendricks County.

And now the Board orders and does herein and hereby approve the bond of James

J. Nejd1 filed herein with said Board, which bond is in the words and figures to-wit:

Know all Men by these Presents, That we the undersigned Jas. J. Nejd1 of Whiting, Indiana, as Principal and the Lion Bonding & Surety Company of Omaha, Nebraska are firmly bound unto the State of Indiana, in the penal sum of Three Hundred & Ninety Thousand 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 March 1920.

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 construction of the Crawfordsville Road, Project #2, under the County Unit Law.

And whereas, the above named Jas. J. Nejd1 has filed a bid for said work with ~~the Board of Commissioners of Hendricks County, Indiana, and the Auditor of the County. Now, therefore, if the~~ said Board of Commissioners shall award him the contract for said work, and the said Jas. J. Nejd1 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 him 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 carry out the same in any particular; then this obligation shall be void, otherwise to remain in full force.

Lion Bonding & Surety Co.
by Benjamin H. Rowe
Attorney-in-Fact

James J. Nejd1.

Special Session, March 16, 1920.

State of Indiana, Marion County, SS:

Before me, a Notary Public, in and for said County, personally appeared Jas. J. Nejd and Benj. H. Rowe, Atty-in-Fact for Lion Bonding & Surety Co., and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and Notarial seal, this 16th day of March A.D., 1920.

Flossie Rowe

(Seal)

My commission expires Dec. 31, 1923.

Accepted and approved March 16th, 1920.

C. B. Phillips)

Jno. G. Shelton)

J. D. Brickert)

Board of Commissioners of
Hendricks County.

Attest: Chas. A. White, Auditor. H. C.

And now the Board enters into a written contract and agreement with the Winamac Construction Company for the construction of said bridge as provided for in the report and plans and specifications which contract is in the words and figures following to-wit:

CONTRACT

For the construction of the Bridge-Structure #28-County Unit Project #2 Bridge over the east Fork of White Lick at Brownsburg.

This agreement made and entered into by and between The Winamac Construction Co., of Winamac, 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 16th day of March A.D., 1920, the said Board of Commissioners received bids for the construction of the Bridge over the east Fork of White Lick at Brownsburg the same being located in Hendricks County and the said Winamac Construction Co., being declared the lowest and best responsible bidder, the contract was awarded to the said Winamac Construction Co. for the amount of his bid, viz.: \$15447.00 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 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 September, A.D., 1920, 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 September, 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 bridge from and after said 1st day of September, 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 ~~the~~ 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 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

Special Session, March 16, 1920.

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 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 the monthly 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 said Board of Commissioners County

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, and IN Witness Whereof, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 16th day of March A.D., 1920.

The Winamac Const. Co.
(by Omer C. Bader.)
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.

And now the Board orders and does herein approve the bond of the Winamac Construction Company filed herein with said bid, which bond is in the words and figures as follows to-wit:

CONTRACTOR'S BOND.

Know All Men By These Presents That we, the undersigned The Winamac Construction Co. as principal and United States Fidelity & Guaranty Co. as surety are hereby held and firmly bound unto the State of Indiana in the penal sum of Thirty two Thousand dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns:

Dated this 16th day of March 1920.

The condition of the above obligation is such that whereas the above named Winamac Construction Co. did on the 16th day of March 1920, enter into a contract with the ~~XX~~ Commissioners Hendricks County, State of Indiana, which said contract is made a part of this bond the same as though set forth herein.

Now, if the said Winamac Construction Co. shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims of sub-contractors, material men and laborers, for labor performed and materials furnished in the carrying forward, performing and completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any material men or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligation of said sureties on its bond.

Witness Our Hands And Seal This 16th day of March 1920.

United States Fidelity and Guaranty Company
by John E. Messick, Atty-in-Fact. - Surety.

The Winamac Const. Co.
by Omer C. Bader. -
Principal.

Special Session, March 16, 1920.

AFFIDAVIT.

State of Indiana, County of Hendricks, ss.

Personally appeared before me, the undersigned, a notary public, The Winamac Construction Co., by Omer C. Bader and The United States Fidelity & Guaranty Co., by John E. Messick, Atty-in-fact and each acknowledged the execution of the above bond this

16th day of March 1920.

Witness my hand and Notarial seal the said last named date.

John T. Hume

Notary public

My Com. expires 5/8-1923

Accepted and approved this 16 day of March 1920.

C. B. Phillips

Jno. G. Shelton

J. D. Brickert

Board of Commissioners
of Hendricks County.

And now for the purpose of raising money to pay for the construction of said road and bridge as provided in said plans and specifications and to pay all expenses incurred and damages allowed prior to the letting of the contract, and to pay the per diem of the engineer and the Superintendent during the construction of said work and to pay for any extra charges not contemplated in the original plans and specifications and contracts which the Board shall deem necessary and which may have been omitted by the engineer or by oversight, not exceeding 3% of the contract price, the Board orders and adjudges that the bonds of Hendricks County, Indiana shall be issued and sold, subject however, to their having first been approved by the State Board of Tax Commissioners, of the State of Indiana, in the sum of

Dollars in donation of \$ each and bearing interest at the rate of 5% per annum, interest payable semi annually, principal and interest being payable at the office of the County Treasurer at Danville, Indiana bearing the date of and the time for payment thereof extending over a period of ten years from the date of said bonds.

And now the County Treasure is hereby charged with the duty of selling said bonds as herein before ordered, after first having given notice as by law provided, for not less than their par value and that keeping the proceeds of the sale thereof is a separate fund for the payment of all legal and authorized claims in connection with the foregoing improvement.

And for the purpose of raising money to make the payment of said bonds and the interest thereon, it is hereby ordered that at the time of the general tax levy annually hereafter, a special tax shall be levied by the Board of County Commissioners upon the property of the County of Hendricks in the State of Indiana, subject to taxation in such amount as to meet the principal and interest of said bonds as they become due and such taxes shall be collected as other taxes are and shall be applied to the payment of such bonds and interest, the bond ordinance above set out however to be acted upon and carried out by the said County officials only after the approval of the issue of said bonds by the Board of State Tax Commissioners as now provided by law.

And further proceedings herein are continued.

Ordered that the Board now adjourn

April Term 1920.

State of Indiana SS:
Hendricks County

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 April, 1920. *April 5, 1920*

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

The following proceedings were then had, to wit:

In the Matter of the Petition of
J. H. Airhart et al for the
Improvement of a Public Highway in
Brown Township, Hendricks County, Indiana.

Come now the petitioners herein and present to the Board the report of the viewers and engineer on a new estimate in the above entitled matter. And it appearing to the Board that the viewers and engineer heretofore appointed to make such new estimate, met on the 1st day of March, 1920, at the Auditor's office at Danville, Indiana, and qualified for their appointment herein by taking an oath to faithfully and honestly discharge their duties under said appointment, and that said viewers and engineer then proceeded to investigate the cost of the improvement ordered herein and did on the 5th day of April, 1920, file their report herein; and the Board, having examined said report does now approve the same and the new estimate made therein, and hereby orders and directs the Auditor to enter said new estimate of record and give notice thereof as by law required, all of which is hereby ordered by the Board.

It is further ordered by the Board that the order to said viewers and engineer, their oath, report and new estimates be spread of record, which is accordingly done, and is in the following words and figures, to wit:

Order To View Road.

The State of Indiana,
SS:
Hendricks County,

Commissioners' Court,
~~XXXX~~ March Term, 1920.

To A. A. Ross, Oliver M. Ferdye & J. P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their March Term, 1920, to view a proposed highway, heretofore established as J. H. Airhart Road in Brown Township and to re-estimate the cost of construction of the same.

You will meet at the office of the Auditor of Hendricks County, who resides

April Term, 1920.

at Danville, Ind., on Thursday the 12th day of March, 1920, at 10 o'clock A.M., and after being duly qualified, proceed to make said view, and report at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 1st day of March 1920.

Chas. A. White,- Auditor.

Oath of Viewers.

State of Indiana, Hendricks County, SS:

We, A.A. Ross, Oliver M. Fordyce & J.P. Johnson do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

A. A. Ross

O. M. Fordyce

J. P. Johnson

Subscribed and sworn to before me, this 12th day of March 1920.

Fee for affidavit,

Chas. A. White,
Auditor.

Road Viewers' Report.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1920, to view a proposed highway, as petitioned for by J.H. Airhart et al., have discharged the duty assigned us, and submit to you the following report, to wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, and we examined the plans and specifications and profile, heretofore adopted and approved for the above entitled improvement and we estimate the cost of the proposed improvement to be \$49,000.00.

Respectfully submitted,

A. A. Ross

O. M. Fordyce

J. P. Johnson.

) Viewers.

And now said matter is continued.

April Term, 1920

In the Matter of the Petition of
John H. Russell et al for the Improvement of a
Public Highway in said River Township, Hendricks
County and Jackson Township, Putnam County.

Come now the Petitioners by Counsel and come also the
engineer and Viewers herein, and it appearing to the satisfaction of the
Board that it is impossible for said engineer and viewers to, at this time
make a report of their doings in the above entitled cause.

Therefore, it is hereby ordered by the Board that said
engineer and viewers be given until the regular May Term, 1920 of said Board
to make and file in the office of the Auditor of Hendricks County, Indiana, their
certain report in writing setting forth their determination in regards to said
proposed Improvement.

And this cause is continued.

In the Matter of the Petition of
H. D. Bartholomew et al for the
Improvement of a Public Highway in
Franklin Township, Hendricks County, Indiana.

Come now the petitioners herein and present to the Board the report of the
viewers and engineer on a new estimate in the above entitled matter. And it appearing
to the Board that the viewers and engineer heretofore appointed to make such new es-
timate met on the 15th day of March, 1920, at the Auditor's office at Danville, Ind-
iana, and qualified for their appointment herein by taking oath to faithfully and
honestly discharge their duties under said appointment, and that said viewers and
engineer then proceeded to investigate the cost of the improvement ordered herein
and did on the 5th day of April, 1920, file their report herein; and the Board, having
examined said report, does now approve the same and the new estimate made therein,
and hereby orders and directs the Auditor to enter said new estimate of record and
give notice thereof as by law required, all of which is hereby ordered by the Board.

It is further ordered by the Board that the order to said viewers and engi-
neer, their oath, report and new estimates be spread of record, which is accordingly
done and is in the following words and figures, to wit:

Order to View Road.

The State of Indiana,)
Hendricks County,) SS:

Commissioners Court,
March Term, 1920.

To: Lee Chatham, Chas. E. Kurtz and J. P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners
of said County, at their March Term, 1920, to review a proposed highway, as follows,

April Term, 1920.

heretofore established as the H. D. Bartholomew et al Road in Franklin Township and to re-estimate the cost of construction of the same.

You will meet at the office of the County Auditor, who resides in Danville, Indiana, on Monday the 15th day of March 1920, at 10 o'clock A.M., and after being duly qualified, proceed to make said view, and report at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 1st day of March, 1920.

Chas. A. White, - Auditor.

Oath of Viewers.

State of Indiana, Hendricks County, SS:

We, Lee Chatham, Chas. e. Kurtz and J. P. Johnson do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Lee Chatham

Chas. e. Kurtz

J. P. Johnson

Subscribed and sworn to before me, this 15th day of March 1920.

Fee for affidavit,

Chas. A. White,
Auditor.

Read Viewers' Report.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1920, to review a proposed highway, as petitioned for by H. D. Bartholomew et al., have discharged the duty assigned us, and submit to you the following report, to wit:

We met as directed in the order hereunto attached and made a part thereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, and we examined the plans and specifications and profile, heretofore adopted and approved for the above entitled improvement, and we investigated the cost of the construction of the same and we estimate that the cost of the above proposed improvement will be \$22,600.00.

Respectfully submitted,

Chas. e. Kurtz)

Lee Chatham)

J. P. Johnson)

Viewers.

And now said matter is continued.

April Term, 1920

In the Matter of the Petition of
 erasmus Brewer et al for the
 Improvement of a Public Highway in
 Franklin Township, Hendricks County, Indiana.

Come now the petitioners herein and present to the Board the report of the viewers and engineer on a new estimate in the above entitled matter. And it appearing to the Board that the viewers and engineer heretofore appointed to make such new estimate met on the 13th day of March, 1920, at the Auditor's office at Danville, Indiana, and qualified for their appointment herein by taking an oath to faithfully and honestly discharge their duties under said appointment, and that said viewers and engineer then proceeded to investigate the cost of the improvement ordered herein and did on the 5th day April, 1920, file their report herein; and the Board, having examined said report does now approve the same and the new estimate made therein, and hereby orders and directs the Auditor to enter said new estimate of record and give notice thereof as by law required, all of which is hereby ordered by the Board.

It is further ordered by the Board that the order to said viewers and engineer, their oath, report and new estimates be spread of record, which is accordingly done and is in the following words and figures, to wit:

Order to View Road.

State of Indiana,
 SS:
 Hendricks County,

Commissioners Court,
 March Term, 1920.

To:- Lee Chatham, Chas. E. Kurtz and J.P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their March Term, 1920, to review a proposed highway, heretofore established as the erasmus Brewer et al Road in Franklin Township and to re-estimate the cost of construction of the same.

You will meet at the office of the County Auditor on Saturday the 13th day of March 1920, at 10 o'clock A.M., and after being duly qualified, proceed to make said ~~review~~ review, and report at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 1st day of March 1920.

Chas. A. White,- Auditor.

(over)

April Term, 1920

Oath of Viewers.

State of Indiana, Hendricks County, SS:

We, Lee Chatham, Chas. e. Kurtz and J.P. Johnson, do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Lee Chatham

Chas. e. Kurtz

J. P. Johnson

Subscribed and sworn to before me, this 13th day of March 1920.

Chas. A. White,
Auditor.

(Seal)

Read Viewers' Report.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1920, to view a proposed highway, as petitioned for by erasmus Brewer et al., have discharged the duty assigned us, and submit to you the following report, to wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, and we examined the plans & specifications and profile, heretofore adopted and approved for the above entitled improvement and we estimate that the cost of construction of said named improvement according to the plans and specifications is \$27,750.00.

Respectfully submitted,

Chas. e. Kurtz)

Lee Chatham)

J. P. Johnson)

Viewers.

And now said matter is continued.

April 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 now the petitioners herein and present to the Board the report of the viewers and engineer on a new estimate in the above entitled matter. And it appearing to the Board that the viewers and engineer heretofore appointed to make such new estimate, met on the 8th day of March, 1920, at the Auditor's office at Danville, Indiana, and qualified for their appointment herein by taking an oath to faithfully and honestly discharge their duties under said appointment, and that said viewers and engineer then proceeded to investigate the cost of the improvement ordered herein and did on the 5th day April, 1920, file their report herein; and the Board, having examined said report does now approve the same and the new estimate made therein, and hereby orders and directs the Auditor to enter said new estimate of record and give notice thereof as by law required, all of which is hereby ordered by the Board.

It is further ordered by the board that the order to said viewers and engineer, their oath, report and new estimates be spread of record, which is accordingly done and is in the following words and figures, to wit:

Order to View Road

State of Indiana,
SS:
Hendricks County

Commissioners' Court,
March Term, 1920.

To:- Ernest E. Bell, C. A. Henson and J. P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their March Term, 1920, to review a proposed highway, as follows to wit: heretofore established as the Calvin Cutrell Road in Washington Township, and to re-estimate the cost of construction of same.

You will meet at the office of the County Auditor who resides in Danville, Indiana, on Monday the 8th day of March, 1920, at 10 o'clock A.M., and after being duly qualified, proceed to make said view, and report at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this first day of March 1920.

Chas. A. White,- Auditor.

(over)

April Term, 1920

Oath of Viewers.

State of Indiana, Hendricks County, ss:

We, earnest e. Bell, C. A. Henson & J. P. Johnson do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

earnest e. Bell

C. A. Henson

J. P. Johnson

Subscribed and sworn to before me, this 8th day of March 1920.

Chas. A. White,
Auditor.Read Viewers' Report.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1920, to view a proposed highway, as petitioned for by Calvin Cutrell et al., have discharged the duty assigned us, and submit to you the following report, to wit: ,

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, and we examined the plans and specifications and profile heretofore adopted and approved for the above entitled improvement and we estimate the cost of the proposed improvement to be \$57,000.00.

Respectfully submitted,

earnest e. Bell)	
)	
C. A. Henson)	Viewers.
)	
J. P. Johnson)	

And now said matter is continued.

April Term, 1920.

In the Matter of the Petition of
D. A. Surber et al for the
Improvement of a Public Highway in
Middle Township, Hendricks County,
Indiana.

Come now the petitioners herein and present to the Board the report of the viewers and engineer on a new estimate in the above entitled matter. And it appearing to the Board that the viewers and engineer heretofore appointed to make such new estimate met on the 11th day of March, 1920, at the Auditor's office at Danville, Indiana, and qualified for their appointment herein by taking an oath to faithfully and honestly discharge their duties under said appointment, and that said viewers and engineer then proceeded to investigate the cost of the improvement ordered herein and did on the 5th day of April, 1920, file their report herein; and the Board, having examined said report, does now approve the same and the new estimate made therein, and hereby orders and directs the Auditor to enter said new estimate of record and give notice thereof as by law required, all of which is hereby ordered by the Board.

It is further ordered by the Board that the order to said viewers, and engineer, their oath, report and new estimates be spread of record, which is accordingly done and is in the following words and figures, to wit:

Order to View Road.

State of Indiana,
ss:
Hendricks County,

Commissioners' Court,
March Term, 1920

To:- D. F. Martin, Geo. Christie and J. P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their March Term, 1920, to view a proposed highway, as follows, to wit and to re-estimate the present cost of the road heretofore established as the D. A. Surber et al Road in Middle Township.

You will meet at the office of the County Auditor who resides at Danville, Indiana, on Thursday the 11th day of March, 1920, at 10 o'clock A.M., and after being duly qualified, proceed to make said view, and report at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this first day of March 1920.

Chas. A. White,- Auditor.

April Term, 1920.

Oath of Viewers.

State of Indiana, Hendricks County, ss:

We, D. F. Martin, Geo. Christie & J. P. Johnson, do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

D. F. Martin

Geo. L. Christie

J. P. Johnson.

Subscribed and sworn to before me, this 11th day of March 1920.

Chas. A. White,
Auditor.

Road Viewers' Report.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1920, to view a proposed highway, as petitioned for by D. A. Surber et al., have discharged the duty assigned us, and submit to you the following report, to wit:

We met as directed in the order hereunto attached and made a part thereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, and we examined the plans and specifications and profile heretofore adopted and approved for the above entitled improvement and we estimate the cost of the above described road at \$41,100.00.

Respectfully submitted,

D. F. Martin)	
)	
Geo. L. Christie)	Viewers.
)	
J. P. Johnson)	

And now said matter is continued,

April Term, 1920.

In the Matter of the Petition of
Chas. e. Wilson et al for the
Improvement of a Public Highway in
Marion Township, Hendricks County, Indiana.

Come now the petitioners herein and present to the Board the report of the viewers and engineer on a new estimate in the above entitled matter. And it appearing to the Board that the viewers and engineer heretofore appointed to make such new estimate met on the 10th day of March, 1920, at the Auditor's office at Danville, Indiana, and qualified for their appointment herein by taking an oath to faithfully and honestly discharge their duties under said appointment, and that said viewers and engineer then proceeded to investigate the cost of the improvement ordered herein and did on the 5th day of April, 1920, file their report herein; and the Board, having examined said report does now approve the same and the new estimate made therein, and hereby orders and directs the Auditor to enter said new estimate of record and give notice thereof as by law required, all of which is hereby ordered by the Board.

It is further ordered by the board that the order to said viewers and engineer, their oath, report and new estimates be spread of record, which is accordingly done and is in the following words and figures, to wit:

Order to View Road.

State of Indiana,
ss;
Hendricks County,

Commissioners' Court,
March Term, 1920.

To:- Oscar Benbow, Fred Shirley & J. P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their March Term, 1920, to review a proposed highway, as follows, heretofore established as the Chas. e. Wilson Road, in Marion Township, and to re-estimate the cost of construction of same.

You will meet at the office of the County Auditor, who resides in Danville, Indiana, on Wednesday the 10th day of March 1920, at 10 o'clock A.M., and after being duly qualified, proceed to make said review, and report at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 1st day of March, 1920.

Chas. A. White,- Auditor.

April Term, 1920.

Oath of Viewers.

State of Indiana, Hendricks County, ss:

We, Oscar Benbow, Fred Shirley & J. P. Johnson, do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Oscar Benbow

Fred Shirley

J. P. Johnson

Subscribed and sworn to before me, this 10th day of March 1920.

Chas. A. White,
Auditor.

Road Viewers' Report.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1920, to review a proposed highway, as petitioned for by Chas. e. Wilson et al., have discharged the duty assigned us, and submit to you the following report, to wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to review such proposed highway improvement in the manner as by law prescribed, for the purpose of re-estimating the cost of construction of said named improvement, and after making a careful investigation of the cost of construction of said road in accordance with the plans and specifications, we estimated that the cost of the above proposed improvement will be Thirty Two Thousand Seven Hundred dollars (\$32,700.00.)

Respectfully submitted,

Oscar Benbow	}	<u>Viewers.</u>
Fred Shirley		
J. P. Johnson		

And now said matter is continued.

April Term, 1920.

In the Matter of the Petition of
Joe Lane Wilson et al for the
Improvement of a Public Highway in
Marion Township, Hendricks County, Indiana.

Come now the petitioners herein and present to the Board the report of the viewers and engineer on a new estimate in the above entitled matter. And it appearing to the Board that the viewers and engineer heretofore appointed to make such new estimate met on the 9th day of March, 1920, at the Auditor's office at Danville, Indiana, and qualified for their appointment herein by taking an oath to faithfully and honestly discharge their duties under said appointment, and that said viewers and engineer then proceeded to investigate the cost of the improvement ordered herein and did on the 5th day of April, 1920, file their report herein; and the Board, having examined said report, does now approve the same and the new estimate made therein, and hereby orders and directs the Auditor to enter said new estimate of record and give notice thereof as by law required, all of which is hereby ordered by the Board.

It is further ordered by the Board that the order to said viewers and engineer, their oath, report and new estimates be spread of record, which is accordingly done and is in the following words and figures, to wit:

Order to View Road.

State of Indiana,
ss:
Hendricks County,

Commissioners' Court,
March Term, 1920.

To:- Oscar Benbow, Fred Shirley and J. P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners said County, at their March Term, 1920, to review a proposed highway, heretofore established as the Joe Lane Wilson Road in Marion Township, and to re-estimate the cost of construction of the same.

You will meet at the office of the County Auditor who resides in Danville, Indiana, on Tuesday the 9th day of March, 1920, at 10 o'clock A.M., and after being duly qualified, proceed to make said view, and report at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 1st day of March, 1920.

Chas. A. White,- Auditor.

April Term, 1920.

Oath of Viewers.

State of Indiana, Hendricks County, ss:

We, Oscar Benbow, Fred Shirley & J. P. Johnson, do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Oscar Benbow

Fred Shirley

J. P. Johnson

Subscribed and sworn to before me, this 9th day of March, 1920.

Chas. A. White,
Auditor.

Road Viewers' Report.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1920, to view a proposed highway, as petitioned for by Joe Lane Wilson et al., have discharged the duty assigned us, and submit to you the following report, to wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to review such proposed highway in the manner as by law prescribed for re-estimating the cost of construction, and we examined the plans and specifications and profile heretofore adopted and approved for the above entitled improvement, and we estimate that the cost of the above proposed improvement will be Twenty Four Thousand, Nine Hundred Fifty Dollars (\$24,950.00.).

Respectfully submitted,

Oscar Benbow)

Fred Shirley)

J. P. Johnson)

Viewers.

And now said matter is continued.

April Term, 1920

In the Matter of the Petition of
L. H. Brown and others, for the
Improvement of a Public Highway by
Taxation in Center Township.

Come now the petitioners in the above entitled matter and comes also the Board of Commissioners and the said matter is ordered continued until the regular May term, 1920, of said Board.

In the Matter of the Petition of
W. A. McClure and others, for the
Improvement of a Public Highway by
Taxation in Liberty Township.

Come now the petitioners in the above entitled matter and comes also the Board of Commissioners and the said matter is ordered continued until the regular May term, 1920, of said Board.

In the Matter of the Petition of
Edward Myers and others for the
Improvement of a Public Highway by
Taxation in Marion Township.

Come now the petitioners in the above entitled matter and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than fifty free-holders and voters of Marion Township in Hendricks County, State of Indiana, was filed in the office of the County Auditor on the 15th day of March, 1920.

And it further appearing to the Board of Commissioners that at the time of filing said petition the same was set for hearing on the 5th day of April, 1920, as shown by the endorsement thereon of Chas. A. White, Auditor of Hendricks County, Indiana, which endorsement is in the words and figures, to wit: (H.I.); and said petition now coming on for hearing before the Board, said petitioners now produce and file the affidavits of Julian D. Hogate, editor and publisher of "The Republican", and Alvin Hall, editor and publisher of "The Danville Gazette", two weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the english language, in the town of Danville, Hendricks County, Indiana, the County in which said highway proposed to be improved is located, said affidavits and notices thereto attached being in the words and figures, towit: (H.I.).

And it appearing to the satisfaction of said Board of Commissioners by said affidavits that due notice of the filing and the time and place of hearing of said

April Term, 1920.

petition was given in said newspapers by two consecutive weekly publications therein, the first of which publications was on the 18th day of March, 1920, and the second and last on the 25th day of March, 1920.

And said petitioners now also produce and file the affidavit of Fred Harris of said County and State, which affidavit and notice thereto attached are in the following words and figures, to wit: (H.I.), from which affidavit and notice thereto attached it appears to the satisfaction of the Board that due notice of the filing of said petition and the time and place of the hearing of the same was duly given by said affiant under the order and at the direction of the Auditor of said Hendricks County, Indiana, by posting copies of said petition with the time and place of hearing of the same endorsed thereon in three public places in Marion township, said County and State, for more than fifteen days before the 5th day of April, 1920; and said petitioners now also produce and file the certified statement and copy of notice of Chas. A. White, Auditor, under the seal of the Board of Commissioners of said County, which certified statement and copy of notice are in the following words and figures, to wit: (H.I.), and from which certified statement it appears to the satisfaction of the Board that a copy of said petition with the time and place of hearing of the same endorsed thereon was duly posted at the door of the Court House in said County for more than fifteen days before the 5th day of April, 1920.

And it further appearing to said Board that no taxpayer of Marion township, aforesaid, in said County and State, has filed any objection to the form or sufficiency of such petition, and the Board, having examined said petition, does now find the same sufficient and in due form according to law; that the same was filed in the office of the Auditor of Hendricks County, Indiana, on the 15th day of March, 1920, and by endorsement on said petition said Auditor did fix for hearing of the same the 5th day of April, 1920, the same being the first day of the regular April term, 1920, of said Board.

The Board further finds that said highway asked to be improved is less than three miles in length; that a United States Rural Mail Route passes over said highway; that said road herein asked to be improved connects at both termini with improved County Free Gravel Roads.

It is therefore ordered by the Board that said petition is sufficient in form and substance in all respects, and now time is given for remonstrance, and this cause is continued.

April Term, 1920.

In the Matter of the Petition of
Franz F. Whicker and others, for the
Improvement of a Public Highway by
Taxation in Franklin Township.

Come now the petitioners in the above entitled matter and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than fifty free-holders and voters of Franklin Township in Hendricks County, State of Indiana, was filed in the office of the County Auditor on the 8th day of March, 1920.

And it further appearing to the Board of Commissioners that at the time of filing said petition the same was set for hearing on the 5th day of April, 1920, as shown by the endorsement thereon of Charles A. White, Auditor of Hendricks County, Indiana, which endorsement is in the words and figures, to wit: (H.I.); and said petition now coming on for hearing before the Board, said petitioners now produce and file the affidavits of ~~Y~~ Julian D. Hogate, editor and publisher of "The Republican", and of Alvin Hall, editor and publisher of "The Danville Gazette", two weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the english language, in the town of Danville, Hendricks County, Indiana, the County in which said highway proposed to be improved is located, said affidavits and notices thereto attached being in the words and figures, to wit: (H.I.).

And it appearing to the satisfaction of the said Board of Commissioners by said affidavits that due notice of the filing and the time and place of hearing of said petition was given in said newspapers by two consecutive weekly publications ~~xxx~~ therein the first of which publications was on the 11th day of March, 1920, and the second and last on the 18th day of March, 1920.

And said petitioners now also produce and file the affidavit of M. A. Gregory of said County and State, which affidavit and notice thereto attached are in the following words and figures, to wit: (H.I.), from which affidavit and notice thereto attached it appears to the satisfaction of the Board that due notice of the filing of said petition and the time and place of the hearing of the same was duly given by said affiant under the order and at the direction of the Auditor of said Hendricks County, Indiana, by posting copies of said petition with the time and place of hearing of the same endorsed thereon in three public places in Franklin Township, said County and State, for more than fifteen days before the 5th day of April, 1920; and said petitioners now also produce and file the certified statement and copy of notice of Chas. A. White, Auditor, under the seal of the Board of Commissioners of said County, which certified statement and copy of notice are in the following words and figures, to wit: (H.I.), and from which certified statement it appears to the satis-

April Term, 1920.

faction of the Board that a copy of said petition with the time and place of hearing of the same endorsed thereon was duly posted at the door of the Court House in said County for more than fifteen days before the 5th day of April, 1920.

And it further appearing to said Board that no taxpayer of Franklin Township aforesaid, in said County and State, has filed any objection to the form or sufficiency of such petition, and the Board, having examined said petition, does now find the same sufficient and in due form according to law; that the same was filed in the office of the Auditor of Hendricks County, Indiana, on the 5th day of March, 1920, and by endorsement on said petition said Auditor did fix for the hearing of the same the 5th day of April, 1920, the same being the first day of the regular April term, 1920, of said Board.

The Board further finds that said highway asked to be improved is less than three miles in length; that a United States Rural Mail Route passes over said highway; that said road herein asked to be improved connects at both termini with improved County Free Gravel Roads.

It is therefore ordered by the Board that said petition is sufficient in form and substance in all respects, and now time is given for remonstrance, and this cause is continued.

Ordered that the Board now adjourn.

John G. Sheelan
J.W. Brickert

Board of Commissioners.

May Term 1920

State of Indiana, SS:
Hendricks County,

Monday May 3, 1920

The Board of Com

session the room of th

the first Monday of su

Present: John T. Br

The following proceed

In the Matter of the P

John V. Russell, et al

Improvement of a Publi

River Township, Hendr

in Putnam County, Ind

Come now the

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Therefore, it i

be given until the

Auditor of Hendricks

their determination

State of Indiana, SS:

Hendricks County,

In the Matter of

et al Highway I

Lincoln Townshi

Indiana.

Come now th

it appearing to the

before filed contain

Hendricks County, I

County Auditor on a

May Term 1920

State of Indiana, SS;
 Hendricks County,
 Monday May 3, 1920

In the Commissioners Court,
 May Term 1920

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

Present: John T. Brickert, C.B. Phillips and John G. Shelton.

The following proceedings were then had, to-wit:

In the Matter of the Petition of
 John N. Russell, et al, for the
 Improvement of a Public Highway in eel
 River Township, Hendricks County, and Jackson Township
 in Putnam County, Indiana.

Come now the petitioners by Coubsel, and comes also the engineer and Viewers herein, and it appearing to the satisfaction of the Board that it is impossible for said engineer and viewers to, at this time, make a report of their doings in the above, entitled cause.

Therefore, it is hereby ordered by the Board that the said engineer and viewers be given until the regular June Term 1920, to make and file in the office of the Auditor of Hendricks County, Indiana, their certain report in writing setting forth their determination in regard to said proposed improvement.

State of Indiana, SS:
 Hendricks County,

In the Matter of the W.B. Graham
 et al Highway Improvement in
 Lincoln Township, Hendricks Co.
 Indiana.

In the Commissioners Court
 In May Term 1920.

Come now the Petitioners for the W.B. Graham et al Improved Highway, and it appearing to the satisfaction of the Board of Commissioners that the petition heretofore filed contains more than Fifty (50) Freeholders and voters of Lincoln Township Hendricks County, Indiana, and that said petition was duly filed in the office of the County Auditor on the 5th day of April 1920, and it further appearing that at the time of

of filing said petition the same was set for hearing on the 3d day of of May 1920, as shown by endorsement thereon of Charles A. White, Auditor of Hendricks County, State of Indiana, which endorsement is in words and figures following to-wit: (here insert) and said petition now coming on for hearing before the Board of Commissioners, said petitioners now present and file the affidavits of Julian D. Hogate and Alvin Hall, printers and publishers respectively of the Danville Republican and Danville Gazette, two weekly newspaper of general circulation printed and published in Danville, Hendricks County, Indiana, the County in which the highway proposed to be improved is located, which affidavits and the notices thereto attached, are in words and figures following to-wit: (herein insert) and it further appearing that the last notice was posted more than Fifteen (15) days before the day set for the hearing of said petition. And now said petitioners also produce and file the affidavit of Jesse e. Winings of said Township and County and State, which affidavit is in words and figures following to-wit: (here insert) from which it appears that due notice of the filing of said petition and the time and place of hearing of the same was given by posting copies of notice in three public places in Lincoln Township more than fifteen (15) days before the day set for hearing. And said petitioners also produce and file the certificate and notice thereto attached of Charles A. White, Auditor of Hendricks County, Indiana, which certificate and notices are in words and figures following to-wit: (here insert) from which it appears that a copy of said notice was duly posted at the Court house door for more than Fifteen (15) days before the 3d day of May 1920. And it further appearing to said board that no taxpayer of said Lincoln Township, having filed and objections to the form or sufficiency of said petition, does now find the same to be sufficient and in due form according to law, and that the same was filed in the office of the Auditor of Hendricks County, Indiana on, to-wit: the 5th day of April 1920 and the by endorsement on said petition, said Auditor did fix for the hearing of the same the 3d day of May 1920, the same being the 8th day of May Term 1920, of the Commissioners Court of Hendricks County Indiana.

The board further finds that said highway proposed to be improved is less than three miles in length, that each terminus is in a free gravel road in said Lincoln Township, Hendricks County, Indiana. That said highway proposed to be improved is wholly within said Lincoln Township and that a United States Mail Route extends over the entire distance thereof.

It is finally adjudged and decreed by the Court that said petition is sufficient in form and substance. That due notice has been given of the filing thereof and the time and place of hearing of the same. That no objections have been filed as to the form or sufficiency of said petition.

It is therefore ordered that said petition be now spread of record and this cause is continued.

IN Re TO PETITION OF JOHN H. DALE ET AL., FOR THE IMPROVEMENT
OF A CERTAIN HIGHWAY IN UNION TOWNSHIP.

Come now the petitioners in the above entitled cause by J. T. Hume, their attorney and present to the Board their petition praying for the improvement of a certain highway in Union Township, which petition was filed in the Auditor's office on the 12th day of April 1920, and was endorsed by the Auditor as follows:

"Set for hearing on the 3rd day of May 1920".

"Chas. A. White"

"Auditor Hendricks Co., Ind."

Said petitioners show to the Board that the Auditor caused a notice of the hearing of said petition to be published once each week for two successive weeks in the following named weekly papers, to-wit:

"The Danville Gazette" and "The Republican", newspapers of general circulation printed and published in said Hendricks County and State of Indiana, which said notice included a copy of said petition and which said notice also fixed the date upon which said petition would be presented to said Board of Commissioners. That said notices were published in said papers on the following dates, to-wit: on the 15th day of April, 1920, and the 22nd day of April 1920.

Said petitioners further show that proof of publication of said notices together with the proof of posting of said notices at the Court House Door and in the said named township are now presented and filed and are in the following words and figures, to-wit: (H.I.)

Said petitioners further show that the highway in said petition described is an existing highway in Union Township, Hendricks County, Indiana, and that said petition for the improvement thereof is signed by more than fifty freehold voters of said township. That the highway petitioned to be improved and described in said petition is not greater than three miles in length, connects at both ends with an improved Free Gravel Road, and that there passes over the same a United States Free Rural Mail Route. Said petitioners further show that said highway when improved will be of great public utility, and the costs and damages thereof will be less than the benefits derived thereby.

And the Board being sufficiently advised and informed in the premises finds that notice was given as by law required; that no remonstrance of objections of any kind were made or filed by any person, and that said petition is in due form and sufficient in all respects, and that the allegations therein contained are true. And the Board now herein assumes jurisdiction of said matter and orders that further proceedings herein be continued for a period of not less than twenty days from this date for remonstrance, if any, against the proposed improvement.

IN Re TO PETITION OF H.C. JORDAN et. AL FOR THE IMPROVEMENT
OF A CERTAIN HIGHWAY IN eel RIVER TOWNSHIP.

Come now the petitioners in the above entitled cause by J.T. Hume, their attorney, and present to the Board their petition praying for the improvement of a certain highway in eel River Township, which petition was filed in the Auditor's office on the 3d day of April 1920, and was endorsed by the Auditor as follows:

"Set for hearing on the 3d day of May 1920".

"Chas. A. White "

" Auditor Hendricks Co., Ind."

Said petitioners show to the Board that the Auditor caused a notice of the hearing of said petition to be published once each week for two successive weeks in the following named weekly papers, to-wit:

"The Danville Gazette" and "The Republican", newspapers of general circulation printed and published in said Hendricks County and State of Indiana, which said notice included a copy of said petition and which said notice also fixed the date upon which said petition would be presented to said Board of Commissioners. That said notices were published in said papers on the following dated, to-wit: On the 8th day of April 1920 and the 15th day of April 1920.

Said petitioners further show that proof of publication of said notices together with the proof of posting of said notices at the Court House Door and in the said named township are now presented and filed and are in the following words and figures to-wit: (H.I.).

Said petitioners further show that the highway in said petition described is an existing highway in eel River Township, Hendricks County, Indiana, and that said petition for the improvement thereof is signed by more than fifty freehold voters of said township. That the highway petitioned to be improved and described in said petition is not greater than three miles in length, connects at one end with an improved Free Gravel Road and at the other end with the township line, and that there passes over the same a United States Free Rural Mail Route. Said petitioners further show that said highway when improved will be of a great public utility, and the costs and damages thereof will be less than the benefits derived thereby.

And the Board being sufficiently advised and informed in the premises finds that notice was given as by law required; that no remonstrance or objections of any kind were made or filed by any person, and that said petition is in due form and sufficient in all respects, and that the allegations therein contained are true. And the Board now herein assumes jurisdiction of said matter and orders that further proceedings herein be continued for a period of not less than twenty days from this date for remonstrance, if any, against the proposed improvement.

May Term, 1920

In the Matter of the Petition of
Carl Cooper and others for the
Improvement of a Public Highway in
Franklin and Liberty Townships.

Comes now Carl Cooper and others, petitioners for the improvement of a certain public highway located upon the boundary line between the townships of Franklin and Liberty, Hendricks County, Indiana and their said petition coming on for hearing before the Board, said petitioners now produce and file the affidavits of Julian D. Hogate and Alvin Hall, editors respectively of the Republican and the Danville Gazette, two weekly newspapers of general circulation throughout the County of Hendricks, printed and published in the town of Danville, Hendricks County, Indiana, the County in which said highway proposed to be improved in these proceedings is located. Said affidavits being in the words and figures following, to wit:-(H.I.)

And from said affidavits it appears to the satisfaction of the Board that due notice of the filing, and the time and place of the hearing of said petition was given in said newspapers by two consecutive weekly publications, the first of which said publications was on the 15th day of April 1920, and the last thereof, on the 22nd day of April 1920, in each of said newspapers respectfully.

Said petitioners also produce and file the affidavit of Archie J. Kahl, as follows, to wit: (Here Insert) , and from which affidavit it appears to the satisfaction of the Board that due notice of the filing of said petition, and the time and place of hearing of the same, was duly given by posting of duly certified copies of said petition, which said copies of said petition had endorsed thereupon the time and place of hearing of said petition, in three of the most public places in each of the said townships of Franklin and Liberty, Hendricks County, Indiana; that said notices were posted by the direction of the auditor of Hendricks County, Indiana, and for more than fifteen days prior to the 3rd day of May 1920, the day upon which the auditor designated as the time for presenting said petition to this Board.

Said petitioners also produce the affidavit of Archie J. Kahl, of said Hendricks County, Indiana, as follows, to wit: (Here Insert) and from which affidavit it appears to the satisfaction of the Board that a duly certified copy of said petition, with the time and place of the presenting of said petition to this Board endorsed thereon, was by him posted at the door at the court house in the town of Danville, Hendricks County, Indiana, on the 17th day of April 1920, and more than fifteen days before the 3rd day of May, 1920, the day fixed by endorsement on said petition by said auditor as the day for the presentation of said petition to this Board.

And it now appearing that no taxpayer of either of said townships of Franklin or Liberty, or any person or corporation whose lands or property will be affected by the proposed improvement prayed for in this petition, have filed any objection to the form or sufficiency of said petition, and the Board having examined said petition does now find the same in due form and sufficient; that said petition was filed in the office of the auditor of Hendricks County, Indiana, on the 10th day of April 1920, and by an endorsement in writing upon said petition the said auditor did fix the date for presenting the same to this Board the 3rd day of May 1920, the same

May Term 1920

being the first day of the regular May term 1920, of the Commissioners Court of Hendricks County, Indiana, and not more than thirty-five days from the date of filing of said petition in said office.

The Board further finds that the said petition is signed by more than fifty adult freeholders of said Franklin and Liberty townships, Hendricks County, Indiana, and that more than ten of such signers are from each of said townships, and that said petition is sufficient in all respects.

In the matter of the petition of
W. B. Graham et al For the improvement of a
Highway by taxation in
Lincoln township Hendricks County Indiana.

In Commissioners Court, June 1920

Come now again the petitioners and show to the Court that more than twenty days have passed since the hearing upon their petition, which the Board of Commissioners found to be in due form and that due and legal notice had been given of the filling and pendency of said petition. And your petitioners would further show that no objection or other objection has been filed against said petition.

The Board of Commissioners therefore find that said petition should be spread of record and that viewers should be appointed to examine said proposed highway and report thereon to the Board of Commissioners.

It is therefore ordered, adjudged and decreed, by the Court that said petition be spread of record as proceeding pending for the establishing of said proposed highway, said petition being in the words and figures following, to-wit: (H.I.) (See next page) and Edward E. Blair, John Wear responsible free holders and voters of said Hendricks County, Indiana, and not owners of taxable property located in said Lincoln Township, Hendricks County Indiana. together with J. P. Johnson, civil engineer, he and they are hereby directed to organize by meeting at the Auditors office of said Hendricks County within ten days and after qualifying as viewers proceed to examine said proposed improvement and make due report thereon on the fifth day of the July term of the Board of County Commissioners and this cause is continued.

State of Indiana SS.
Hendricks County,

To the Honorable Board of Commissioners
of Hendricks County State of Indiana.

We the undersigned Free holders and legal voters of Lincoln Township Hendricks County Indiana, Do hereby respectfully petition your Honorable Board to take the necessary steps for the improvement by grading, draining, detaching, bridging and culverting, gravelling or paving with stone or other suitable materials, the following described highway in Lincoln Township, Hendricks County, Indiana. to wit:- Beginning at a point at or near the West Half mile stone of Section 21 Township 16 North of Range 1 East at the intersection of a public Highway running East and West through the center of said Section 21 with an improved Highway running North and South along and upon the West line of said Section 21 and extending East from said beginning point along and over a public highway through the center of said Section 21 and to a point near the center of Section 22, Township, 16 North of Range 1 East thence nearly South for a distance of about one fourth mile, thence East about one half mile to the intersection of said highway with an improved highway running North to the Town of Brownsburg, in said Hendricks County and State of Indiana,

Said Highway herein described and asked to be improved is less than three miles in length to wit: about two and one fourth miles in length and has its termini in Free gravel roads in said Lincoln Township Hendricks County Indiana. said highway is located wholly within said Lincoln Township. Said improvement is less than three miles in length, to wit about two and one fourth miles. Your petitioners would further ask that said improvement be of width not less than 30 Feet, that the paving be at least 18 Feet in width, that upon the hearing of this petition, if the same be found sufficient by your Honorable Board, the same be referred to viewers and a competent engineer for their examination and report upon said proposed improvement of said highway herein prayed for as provided by law for the improvement of public Highways by taxation without submitting the matter of improvement of same to the legal voters of said Lincoln Township.

Your petition would further represent that a United States Mail Route is located upon and over the entire length of said described Highway. Your petition would further ask that bonds of the County be issued and sold to pay the cost and expense incurred by said improvement as provided by law and that they be issued in series payable in ten (10) years from the date of their issue.

Respectfully submitted.

W. B. Graham.

Jess E. Winnings

Everett Doyal.

Carl Marker

Bruis Smith.

Frank Lewis.

Lem S. Everett

John Doyal.

T. J. Smith.

Harry Smith,

Edgar Hufford.

Joe Hufford.

Clinton K. Arbuckle.

Walter W. Williams.

Raymond N. Breeman.

Herbert Phillips

Robert L. Worrell Jr.

A. E. Hornaday.

C. W. Gladden.

E. O. Robinson

C. T. Corhem.

Robert Beild

Wm. H. H. Medsker.

M. T. Hunter

Riley Smith.

M. H. Arbuckle.

John Hufford

J. R. Moore

R. R. Hughes

J. M. Gunard.

H. W. Barlow.

F. N. Mugg.

M. N. Ottinger.

W. C. Reynierson.

Lawrence Fox.

R. H. Nichols.

John W. Rutledge.

M. O. Merrit.

Elbert Turfin.

P. J. Wolfgram.

M. M. Hughes.

H. Allison.

T. Corlin.

W. T. Evans.

Ellison Arbuckle.

V. E. Mc Caslin.

R. E. Mowry.

John Portwood.

H. A. Smith,

Edgar Thompson.

R. J. Lingeman.

H. Warren.

J. T. Bronough.

L. L. Gentry.

George Ruse.

Chas W. Patterson.

O. N. Bersott.

J. F. Lingeman.

E. F. Broyles.

Elza Henson.

Ernest Poland.

Chas. Courtney.

I. W. Moore.

Herman A. Canary.

Chas Smith.

Wm. Herdrick

E. L. Crose.

Simon Andrew

Ordered that the Board now adjourn.

Geo G Steelow
J. W. Brick

Board of Commissioners.

June Term 1920.

In the Matter of the Petition of
J.H. Airhart et al for the
Improvement of a Public Highway in
Brown Township, Hendricks County, Indiana.

Come now the petitioners herein and also comes now the Auditor of Hendricks County, Indiana, and present and file the affidavits of Julian D. Hogate and Alvin Hall editors, and publishers respectively of the "Republican" and "Danville Gazette", weekly newspaper of general circulation throughout Hendricks County, Indiana, from which affidavits it appears that notice was given in said newspaper for two successive weeks of the new estimate and the amount thereof to the taxpayers of Brown township, in said county and state, as the Board does now find, which proofs of notice are in the following words and figures to-wit: (H.I.)

It is further appearing that more than twenty days have elapsed since the notice of said new estimate was given, as aforesaid, and it further appearing that no objections or remonstrances has been filed by any taxpayer of said Brown township, as the Board does now find, the Board therefore does now herein order that said new estimate of \$49000.00 be the estimate for the construction of said road, and it further appearing as the Board does now find that said new estimate does not exceed the benefits to be derived from the construction of said above entitled improvement and that it will be of public utility to construct said road in accordance with the plans and specifications upon said new estimate, it is therefore now ordered by the Board, and the Auditor is hereby directed to give notice thereof, that sealed bids or proposals will be received by the Board for the construction of the above entitled improvement up until the hour of 10:00 o'clock A.M. of the 6th day of July 1920, at the usual place of meeting of the Board.

And further proceedings herein are continued.

In the Matter of
Erasmus Brown
Improvement
Franklin
Indiana.

County,
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following

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Board do
\$27,750.
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by the B
of 10:00
Board.

In the Matter of the Petition of
Erasmus Brewer et al for the
Improvement of a public Highway in
Franklin Township, Hendricks County,
Indiana.

Come now the petitioners herein and also comes now the Auditor of Hendricks County, Indiana, and present and file the affidavits of Julian D. Hogate and Alvin Hall editors and publishers respectively of the "Republican" and "Danville Gazette", a weekly newspaper of general circulation throughout Hendricks County, Indiana, from which affidavits it appears that notice was given in said newspapers for two successive weeks of the new estimate and the amount thereof to the taxpayers of Franklin Township in said County and State, as the Board does now find which proofs of notice are in the following words and figures to-wit: (H.I.).

It is further appearing that more than twenty days have elapsed since the notice of said new estimate was given, as aforesaid, and it further appearing that no objection or remonstrance has been filed by any taxpayer of said named township, as the Board does now find, the Board therefore does now herein order that said new estimate of \$27,750.00 be the estimate for the construction of said road, and it further appearing as the Board does now find that said new estimate does not exceed the benefits to be derived from the construction of said above entitled improvement and that it will be of public utility to construct said road in accordance with the plans and specifications upon said new estimate, it is therefore now ordered by the Board, and the Auditor is hereby directed to give notice thereof, that sealed bids or proposals will be received by the Board for the construction of the above entitled improvement up until the hour of 10:00 o'clock A.M. of the 6th day of July 1920 at the usual place of meeting of the Board.

And further proceedings herein are continued.

June 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 now the petitioners herein and also comes now the Auditor of Hendricks County Indiana, and presents and file the affidavits of Julian D. Hogate and Alvin Hall editors and publishers respectively of the "Republican" and "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana, from which affidavits it appears that notice was given in said newspaper for two successive weeks of the new estimate and the amount thereof to the taxpayers of Washington township in said County and State, as the Board does now find, which proofs of notice are in the following words and figures to-wit: (H.I.) . . .

It further appearing that more than twenty days have elapsed since the notice of said new estimate was given, as aforesaid, and it further appearing that no objection or remonstrance has been filed by any taxpayer of said named township, as the Board does now find, the Board therefore does now herein order that said new estimate of \$57,000.00 be the estimate for the construction of said road, and it further appearing as the Board does now find that said new estimate does not exceed the benefits to be derived from the construction of said above entitled improvement and that it will be of public utility to construct said road in accordance with the plans and specifications upon said new estimate, it is therefore now ordered by the Board, and the Auditor is hereby directed to give notice thereof, that sealed bids or proposals will be received by the Board for the construction of the above entitled improvement up until the hour of 10:00 o'clock A.M. of the 6th day of July 1920 at the usual place of meeting of the Board.

And further proceedings herein are continued.

June Term 1920.

In the Matter of the Petition of
D.A. Surber et al for the im-
provement of a Public Highway in Middle Township, Hendricks
County, Indiana.

Come now the petitioners herein and also comes now the Auditor of Hendricks
County Indiana, and present and file the affidavits of Julian D. Hogue and Alvin Hall
editors and publishers respectively of the "Republican" and "Denville Gazette",
weekly newspapers of general circulation throughout Hendricks County, Indiana from which
affidavits it appears that notice was given in said newspapers for two successive weeks
of the new estimate and the amount thereof to the taxpayers of Middle township, in said
county and state, as the Board does now find, which proofs of notice are in the follow-
ing words and figures to-wit: (H.I.).

It further appearing that more than twenty days have elapsed since the notice
of said new estimate was given, as aforesaid, and it further appearing that no objections
or remonstrance has been filed by any taxpayer of said Middle township, as the Board
does now find, the Board therefore does now herein order that said new estimate of
\$41,100.00 be the estimate for the construction of said road, and it further appearing
as the Board does now find that said new estimate does not exceed the benefits to be
derived from the construction of said above entitled improvement and that it will
be of public utility to construct said road in accordance with the plans and specifi-
cations upon said new estimate, it is therefore now ordered by the Board, and the
Auditor is hereby directed to give notice thereof, that sealed bids or proposals will
be received by the Board for the construction of the above entitled improvement up
until the hour of 10:00 o'clock A.M. of the 6th day of July 1920, at the usual place
of meeting of the Board.

And further proceedings herein are continued.

June Term 1920.

In the Matter of the Petition of
Chas. E. Wilson et al for the Improvement of a Public Highway in
Marion Township, Hendricks County, Indiana.

Come now the petitioners herein and also comes now the Auditor of Hendricks County, Indiana, and present and file the affidavits of Julian D. Hogate and Alvin Hall editors and publishers respectively of the "Republican" and "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County Indiana, from which affidavits it appears that notice was given in said newspaper for two successive weeks of the new estimate and the amount thereof to the taxpayers of Marion Township, in said county and state, as the Board does now find, which proofs of notice are in the following words and figures to-wit: (H.I.)

It further appearing that more than twenty days have elapsed since the notice of said new estimate was given, as aforesaid, and it further appearing that no objection or remonstrance has been filed by any taxpayer of said named township, as the Board does now find, the Board therefore does now herein order that said new estimate of \$_____ be the estimate for the construction of said road, and it further appearing as the Board does now find that said new estimate does not exceed the benefits to be derived from the construction of said above entitled improvement and that it will be of public utility to construct said road in accordance with the plans and specifications upon said new estimate, it is therefore now ordered by the Board, and the Auditor is hereby directed to give notice thereof, that sealed bids or proposals will be received by the Board for the construction of the above entitled improvement up until the hour of 10:00 o'clock A.M. of the 6th day of July 1920, at the usual place of meeting of the Board.

And further proceedings herein are continued.

June Term 1920.

In the Matter of the Petition of
Lewis A. Phillips, and others, for the
improvement of a public highway between
Franklin and Clay townships.

Come now the petitioners herein and produce and file the affidavits of Julian D. Hogate and Alvin Hall, editors respectively of the "Republican" and "Danville Gazette", two weekly newspapers of general circulation throughout Hendricks County, Indiana, representing the two political parties casting the highest number of votes at the last general election in said county, printed and published in the town of Danville, Hendricks County, Indiana, which said affidavits are in the following words and figures to-wit: (H.I.), from which affidavits it appears to the satisfaction of the Board that notice of the time and place of receiving bids for the construction of the above entitled improvement was duly published in said newspapers for three ~~consecutive~~ consecutive weeks, the first of which publications was on the 11th day of March 1920 and the third and last of which publications was on the 25th day of March, 1920, a copy of which said notice so published being attached to each of said affidavits and is made a part thereof.

Said petitioners also now produce the affidavit, heretofore filed with the auditor of Hendricks County, Indiana of Frank T. Carroll, advertising manager of the Indianapolis News, a daily newspaper of general circulation throughout the state of Indiana, printed and published in Indianapolis, Indiana, a copy of which affidavit with notice attached is in the following words and figures to-wit: (H.I.) and from which affidavit it appears that notice of the time and place of received bids for the construction of the above entitled improvement was duly published in said newspaper on the 11th day of March 1920 and more than two weeks prior to the date fixed in said notice for the receiving of said bids.

And from all of which affidavits it appears and the Board so finds that due notice of the time and place for receiving sealed, proposals for the construction of said proposed improvement, as herein in the above entitled matter was prayed for and ordered has been given by said auditor as by law provided for the 5th day of April 1920, and the Board further finds that on said 5th day of April 1920 no bids were received or filed and the Board finds upon enquiry and investigation the reason was that the estimate of the cost of construction of said proposed improvement as made by the former reviewers and engineer is less than the cost of procuring the same to be constructed.

And the Board does now further find that a new estimate of the cost of construction of said improvement should be made, and for that purpose the Board does now appoint Charles Clay and Grant Sellers, as viewers, and J.P. Johnson, as engineer, not any one of which are residents of Franklin or Clay Townships, nor the owners of any

taxable property therein in either of said townships.

It is therefore ordered that said viewers and engineer shall meet at the Auditor's office in Danville, Indiana, on the 12th day of June 1920, at 10:00 o'clock A.M. and qualify for their appointment herein and the auditor is hereby directed to give them the proper notice.

It is further ordered by the Board that said viewers and engineer make a new estimate of the cost of construction of the above entitled improvement based upon the plans and specifications heretofore approved and that they make their report at once.

And further proceedings herein are continued.

~~ORDER TO VIEW ROAD.~~

~~THE STATE OF INDIANA~~

SS:

~~COMMISSIONER'S COURT.~~

~~HENDRICKS COUNTY~~

~~June Term 1920.~~

~~To Charles Clay, Grant Sellers and J.P. Johnson.~~

~~Your are hereby notified that you were appointed by the Board of Commissioners of said County, at their June Term 1920 to review a proposed highway, as follows to-wit: Beginning at a point on the boundary line between the township of Franklin and Clay, Hendricks County, Ind., between sections 5 and 8 in Township 15 14 N. R. 2 W. where said boundary line intersects a public highway known as the Stilesville and Coatesville Road and from thence East over and along said boundary line for a distance of about 2 1/2 miles and to where said boundary line jogs to the south on the half section lines of sections 3 and 10 township and range aforesaid, and ending at said point.~~

~~And you and each of you are hereby notified that you have been appointed to view said proposed improvement of highway and to make a new estimate of the cost of the said improvement in accordance with the plans, specifications and profile, heretofore adopted and approved.~~

~~You will meet at the office of the County Auditor at Danville, Indiana on Saturday the 12th day of June 1920, at 10:00 o'clock A.M. and after being duly qualified proceed to make said view and report at once on said new estimates.~~

~~I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway.~~

~~Witness my hand and official seal, this 7th day of June 1920.~~

~~Auditor.~~

~~STATE OF VIEWERS.~~

~~STATE OF INDIANA, HENDRICKS COUNTY, IND.~~

~~We, Charles Clay, Grant Callers and J. P. Johnson do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.~~

In the matter of the Petition of
John F. Russell et al for the improvement
of a public Highway in Hal River Township
Hendricks County and Jackson Township in
Putnam County, Indiana.

Come now the Petitioners by Counsel and comes also the engineer and viewers
herein and it appearing to the satisfaction of the Board that it is impossible for
said engineer and viewers to, at this time make a report of their doings in the above
entitled cause.

Therefore it is hereby ordered by the Board that the said engineer and viewers
be given until the regular July Term 1900 to make and file in the office of the Auditor
of Hendricks County Indiana, their certain report in writing, setting forth their
determination in regard to said proposed improvement.

June Term 1920.

In the Matter of the Petition of
Joe Lane Wilson et al for the
improvement of a Public Highway in
Marion Township, Hendricks,
County Indiana.

Come now the petitioners herein and also comes now the Auditor of Hendricks County, Indiana, and present and file the affidavits of Julian D. Hogate and Alvin Hall editors and publishers respectively of the "Republican " and "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana, from which affidavits it appears that notice was given in said newspapers for two successive weeks of the new estimate and the amount thereof to the taxpayer of Marion Township, in said county and state, as the Board does now find, which proofs of notice are in the following words and figures to-wit: (H.I.)

It further appearing that more than twenty days have elapsed since the notice of said new estimate was given, as aforesaid, and it further appearing that no objections or remonstrance has been filed by any taxpayer of said Marion Township, as the Board does now find, the Board therefore does now herein order that said new estimate of \$1,000.00 be the estimate for the construction of said road, and it further appearing as the Board does now find that said new estimate does not exceed the benefits to be derived from the construction of said above entitled improvement and that it will be of public utility to construct said road in accordance with the plans and specifications upon said new estimate, it is therefore now ordered by the Board,

That further proceedings herein are continued.

June Term 1920.

In the Matter of the Petition of
H.D. Bartholomew et al for the Im-
provement of a Public Highway in
Franklin Township, Hendricks County,
Indiana.

Come now the petitioners herein and also comes now the Auditor of Hendricks County, Indiana, and present and file the affidavits of Julian D. Hogate and Alvin Hall editors and publishers respectively of the "Republican" and # Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana, from which affidavits it appears that notice was given in said newspapers for two successive weeks of the new estimate and the amount thereof to the taxpayers of Franklin township, in said county and state, as the Board does now find, which proofs of notice are in the following words and figures to-wit: (H.I.).

It further appearing that more than twenty days have elapsed since the notice of said new estimate was given, as aforesaid, and it further appearing that no objections or remonstrance has been filed by any taxpayer of said Franklin township, as the Board does now find, the Board therefore does now herein order that said new estimate of \$22,600.00 be the estimate for the construction of said road, and it further appearing as the Board does now find that said new estimate does not exceed the benefits to be derived from the construction of said above entitled improvement and that it will be of public utility to construct said road in accordance with the plans and specifications upon said new estimate, it is therefore now ordered by the Board that further proceedings herein are continued.

June Term 1920.

In Re To Petition of Melvin Gibbs et al
for the Improvement of a Certain Highway
in Washington Township.

Come now the petitioners in the above entitled cause by J.T. Hume, their attorney, and present to the Board their petition praying for the improvement of a certain highway in Washington township, which petition was filed in the Auditor's Office on the 8th day of May 1920, and was endorsed by the Auditor as follows:

"Set for hearing on the 7th day of June 1920".

"Chas. A. White, Auditor"

Said petitioners show to the Board that the Auditor caused a notice of the hearing of said petition to be published once each week for two successive weeks in the following named weekly papers, to-wit:

"The Danville Gazette" and "The Republican", newspapers of general circulation printed and published in said Hendricks County and State of Indiana, which said notice included a copy of said petition and which said notice also fixed the date upon which said petition would be presented to said Board of Commissioners. That said notices were published in said papers on the following dates, to-wit: On the 13th day of May 1920 and the 20th day of May 1920.

Said petitioners further show that proof of publication of said notices, together with the proof of posting of said notices at the Court House door and in the said named township are now presented and filed and are in the following words and figures to-wit: (H.I.). Said petitioners further show that the highway in said petition described is an existing highway in Washington Township, Hendricks County Indiana, and that said petition for the improvement thereof is signed by more than fifty freehold voters of said township. That the highway petitioned to be improved and described in said petition is not greater than three miles in length, connects at one end with an improved Free Gravel Road and at the other end the township line, and that there passes over the same a United States Free Rural Mail Route. Said petitioners further show that said highway when improved will be of great public utility, and the costs and damages thereof will be less than the benefits derived thereby.

And the Board being sufficiently advised and informed in the premises finds that notice was given as by law required; that no remonstrance or objections of any kind were made or filed by any person, and that said petition is in due form and sufficient in all respects; and that the allegations therein contained are true. And the Board now herein assumes jurisdiction of said matter and orders that further proceedings herein be continued for a period of not less than twenty days from this date for remonstrance, if any, against the proposed improvement.

And further proceedings herein are continued.

June Term 1920.

In the Matter of the Petition of
Alta B. Mercer and others for the
Improvement of a Public Highway
by Taxation.

Come now the engineer and viewers in the above entitled matter and on this 7th day of June 1920, present and file their report herein. And now ten days are given to file and present claims for damages on account of the improvement, as provided in said plans and specifications, as shown in said report, and the engineer and viewers are present during said time to hear and pass on such claims.

And further proceedings herein are continued.

In the Matter of the Petition of
Lewis A. Phillips, and others, for the
Improvement of a public highway between Franklin and
Clay Townships.

Come now the engineer and viewers heretofore, on the 7th day of June, 1920 appointed to make new estimates on the construction of the above entitled improvement and present and file their report on this 12th day of June 1920, to the Board while in special session, and the Board, having examined said report and being duly advised and informed in the premises doth now approve said report and new estimates, which report is in the following words and figures to-wit:

ORDER TO VIEW ROAD.

The State of Indiana
SS:
Hendricks County

Commissioner's Court
June Term 1920.

To Charles Clay, Grant Sellers and J.P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their June Term 1920 to review a proposed highway, as follows, to-wit: Beginning at a point on the boundary line between the townships of Franklin and Clay, Hendricks County, Ind, between sections 5 and 6 in Township 14 N R. 2W, where said boundary line intersects a public highway known as the Stilesville and Coatesville Road and from thence East over and along said boundary line for a distance of about 2½ miles and to where said boundary line jogs to the South on the half section lines of sections 3 and 10, township and range aforesaid, and ending at said point.

And you and each of you are hereby notified that you have been appointed to view said proposed improvement of highway and to make a new estimate of the cost of the said improvement in accordance with the plans, specifications and profile, heretofore adapted and approved.

You will meet at the office of the County Auditor at Danville Indiana on Saturday the 12th day of June 1920, at 10'clock A.M. and after being duly qualified proceed to make said view, and report at once on said new estimates.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 7th day of June 1920.

Chas. A. White
Auditor.

OATH OF VIEWERS.

State of Indiana, Hendricks County, SS:

We, Charles Clay, Grant Sellers and J.P. Johnson do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Grant Sellers

Chas. C. Clay

J.P. Johnson

Subscribed and sworn to before me, this 12th day of June 1920.

Chas. A. White
Auditor.

ROAD VIEWERS' REPORT.

TO THE HONORABLE BOARD OF COMMISSIONERS of Hendricks County Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular June Term 1920, to view a proposed highway, as petitioned for by Lewis A. Phillips et al., have discharged the duty assigned us, and submit to you the following report to-wit:

We met as directed in the order hereunto attached and made a part hereof and after being duly qualified as appears therein, proceeded to view such proposed improvement highway in the manner as by law prescribed, and we examined the plans and specifications and profile, heretofore adopted and approved for the above entitled improvement, and we investigated the cost of the same for said above entitled improvement and we estimate that the cost of the above proposed improvement will be \$36,750.00

Respectfully submitted,

Chas. C. Clay

Grant Sellers

J.P. Johnson

Viewers.

And now the Auditor is directed to give notice of the filing of such new estimates as by law provided, all of which is hereby ordered by the Board.

And further proceedings herein are continued.

Ordered that the Board now adjourn.

July 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 now 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.

In the Matter of the Petition of
Charles E. Wilson et al for the
Improvement of a Public Highway in
Marion Township, Hendricks County Indiana.

Come now 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 7, 1920 and further proceedings herein are continued.

In the matter of the Petition of
W.
W. B. Graham et al for the
Improvement of a Highway by taxation on
Lincoln Township, Hendricks County, Indiana.

Comes now the viewers and engineer in the above cause and show to the Commissioners that it is impossible to make a report in the above entitled matter at this term of the Board and the Board hereby orders that the time for making said report be and the same is hereby ordered continued from term to term until such time that said report can be made.

July Term 1920.

In the Matter of the Petition of
Erasmus Brewer et al for the Improvement of a Public H
Highway in Franklin Township, Hendricks County, Indiana.

Come now 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.

In the Matter of the Petition of
D.A. Surber et al for Improvement of
a Public Highway in Middle Township,
Hendricks County Indiana.

Come now 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.

At July Term 1920.

In the Matter of the Petition of
J.H. Airhart et al for the
Improvement of Public Highway in
Brown Township, Hendricks County, Indiana.

Come now 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.

In the Matter of the Petition of
John N. Russell et al for the improvement
of the public Highway in Hel River Township
Hendricks County and Jackson Township in
Putnam County, Indiana.

Come now the petitioners by counsel and comes also the engineer and viewers herein and it appearing to the satisfaction of the Board that it is impossible for said engineer and viewers to, at this time make a report of their doings in the above entitled cause.

Therefore it is hereby ordered by the Board that the said engineer and viewers be given until the regular Aug. Term 1920 to make and file in the Office of the Auditor of Hendricks County Indiana, their certain report in writing setting forth their determination in regard to said proposed improvement.

July Term 1920

In the Matter of the
Proposed Improvement of the
Oscar N. Tinder et al Road
In Hendricks County, under the County
Unit Plan of Construction.

Comes now the Board of Commissioners of Hendricks County, and having proceeded to view such road, and having caused J.P. Johnson, the County Surveyor to make a survey of said highway and all culverts and bridges and approaches on said highway, and being fully informed in the matter, record their determination as follows:

(a) That the improvement of the highway described as the Oscar N. Tinder et al Road, formal description of which follows, will be of a public utility.- ---- Beginning at the center south of the southeast quarter of Section 17 Twp. 15 N. R 1 W in Center township Hendricks County Indiana, and running thence west a distance of 9510.0' to Sta. 95 plus 10, which station is near the west line of Center township. Thence deflecting right on a 13 degree and 15 minute curve a distance of 190' to sta. 97 plus 00. Thence deflecting left on a 13 degree and 15 minute curve a distance of 190' to sta. 98 plus 90, which station is on the line between Clay and Marion Townships, Thence west on said dividing line a distance of 6010.0' to Sta. 159 plus 00. thence deflecting left 20 degrees and 16 minutes a distance of 340.0' to Sta. 162 plus 40. Thence deflecting right 90 degrees and 50 minutes a distance of 193.0' to Sta. 164 plus 33. Thence deflecting left 49 degrees and 13 minutes a distance of 60.0' to Sta. 164 plus 93. Thence South 79 degrees and 45 minutes west, a distance of 207.0' to Sta. 167 plus 00. Thence deflecting left 10 degrees and 15 minutes and running thence west on the line dividing Marion and Clay Townships a distance of 7521.3' to Sta. 242 plus 21.3 being the end of said improvement and also being the southwest corner of Section 15 Township 15 North of Range 2 west.

(b) That certain Bridges, culverts, culvert extensions headwalls, catch basins and tile drainage, as tabulated on sheet numbered nine (9) of the plans and specifications for the improvement of said proposed highway, which plans, specifications and profile are hereby made a part of this report are necessary for the construction of said proposed highway.

(c) That the width of the right-of-way of said proposed highway where no cuts or fills are needed shall be thirty two feet (32.0') and such additional distance as is needed to make the cuts and fills and cross-sections of said proposed highway. That on the center line of said proposed highway the pavement shall be laid twelve feet (12.00') wide, six (6.0') on either side of said center line except at such places where it is widened on account of curves, all of which is set out on the plans heretofore mentioned.

(d) That the pavement best suited for the need of the traffic on said highway is a Water bound Macadam pavement from station 0 plus 00 to Station 164 plus 00, and from Station 164 plus 00 to Station 242 plus 21.3 a Tarvia "X" bound pavement. Road material to be crushed stone. The pavement, bridges, culverts, headwalls and all concrete work incident to the complete construction of said proposed highway shall be in accordance with the plans and specifications as prepared by the County Surveyor and approved by the

Board of Commissioners of Hendricks County Indiana.

(e) We estimated that the total cost of the above improvement, including grading draining, bridges, culverts, guardrail, paving and all construction incident hereto will be as follows, to-wit:

C.B. Phillips

Jno. G. Shelton

J.D. Brickert

Board of Commissioners

Hendricks County, Indiana.

In the Matter of the petition of
Alta B. Mercer et al for the im-
provement of a public highway in
Eel River Township, Hendricks
County, Indiana.

For report of viewers, see page 245.

July Term 1920 ,

In the Matter of the Petition
of John N. Russell et al for
the improvement of the public Highway in
Eel River Township Hendricks County,
and Jackson Township in Putnam County Indiana.

Come now the petitioners by counsel and comes also the engineer and viewers
herein and it appearing to the satisfaction of the Board that it is impossible for said
engineer and viewers to, at this time make a report of their doings in the above
entitled cause.

Therefore it is hereby ordered by the Board that the said engineer and viewers
be given until the regular August Term 1920 to make and file in the office of the
Auditor of Hendricks County Indiana, their certain report in writing setting forth their
determination in regard to said proposed improvement.

Ordered that the Board now adjourn.

Jno G Skelton
J. W. Bickert

Board of Commissioners.

August Term 1920.

In the Matter of the Petition of
Erasmus Brewer et al for the
Construction of a Free Gravel Road
in Franklin Township, in said County
of Hendricks and State of Indiana.

Come now at this time, to-wit: the hour of 10 o'clock in the forenoon of this the 7th day of August, 1920, the petitioners in the above entitled cause, by and through their attorney of record, and come also all persons submitting any written bids or proposals for the construction of the Free Gravel Road prayed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed by the order of this Board as the time for submitting, receiving and opening any and all sealed proposals or bids for the construction of said improvement, and it now appearing to this Board, as it does now find, that the Auditor of Hendricks County, Indiana duly gave and caused to be given and published the notice for the submitting, receiving and opening of such bids or sealed proposals and that such notice was duly published for three consecutive weeks in the "Republican" and "Danville Gazette", a weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the town of Danville in said County and State, the first of which publications was on the 15th day of July 1920 and the last of which publications was on the 29th day of July 1920, and in the Indianapolis News, a daily newspaper of general circulation throughout the state of Indiana, printed and published at Indianapolis, Indiana, and that such notice was so published in said daily newspaper at least two weeks prior to this 7th day of August 1920, to-wit: on the 17th day of July 1920, and said publications thereof were in all things according to law and to the order of this Board concerning the same, heretofore duly made in this cause, which notices and proofs of publication thereof are in the words and figures following, to-wit: (H.I.)

And this Board of Commissioners now received and opens, in the presence of all the bidders, all the sealed proposals or bids submitted for the construction of said improvement, there being one of said proposals, and now the Board, having examined and investigated the same, it is now found by the Board that the sealed proposal of O.J. Larkin for the construction of said improvement is not greater than the estimate cost of the same as found by the engineer and viewers, and by the engineer and reviewers, and is the lowest and best bid therefor, and that O.J. Larkin is the lowest responsible bidder therefor, and it further appearing to the Board that the amount of said proposal or bid of said O.J. Larkin for the construction of said improvement is the following to-wit: \$27,549.00, and it further appearing to the Board that along with his sealed proposal said O.J. Larkin submitted his bond, payable to the State of Indiana, in a penal sum of at least double the amount of said proposal, conditioned in all things as by law required, with good and sufficient sureties to the approval of the Board which bond, together with the Board's approval endorsed thereon are in the following words and figures to-wit:

CONTRACT.

For the construction of the Erasmus Brewer et al Road for \$27,549.00.

This agreement made and entered into by and between O.J. Larkin 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 7th day of August A.D. 1920 the said Board of Commissioners received bids for the construction of the Erasmus Brewer et al road the same being located in Hendricks County and the said O.J. Larkin being declared the lowest and best responsible bidder, the contract was awarded to the said O.J. Larkin for the amount of his bid viz: ^{27,549.00} \$26,739.00 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 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 improvement and have the same completed on or before the one year from the date of the sale of the bonds, 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 date as above designed 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 date as above designated, 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 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 7th day of August A.D. 1920.

O.J. Larkin

Party of the First Part

C.B. Phillips

Jno. G. Shelton

J.D. Brickert

Board of Commissioners of Hendricks

Attest: Chas. A. White Auditor of Hendricks County.

County.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned O.J. Larkin, W.E. Pikkens and H.W. Vaughan of..... are firmly bound unto the State of Indiana, in the penal sum of Fifty Five thousand Five hundred 55550.00 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 August 1920.

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 Erasmus Brewer et al Road in Franklin Twp. 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)

W.E. Pickens (Seal)

H.W. Vaughn (Seal)

STATE OF INDIANA, PUTNAM COUNTY, SS:

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

Witness my hand and Notary Seal, this 6 day of August A.D. 1920.

My commission expires 3/25/1922.

(Seal)

L.S. Smith

Notary Public.

And this Board now accepts said written proposal of O.J. Larkin for the construction of said improvement, and now accepts and approves said bond, and now awards to said O.J. Larkin the contract for the construction of said improvement, at and for the amount of his said bid or proposal, as hereinbefore set out.

And said O.J. Larkin now enters into a written contract with said Board for the construction of said improvement, to-wit: said Erasmus Brewer et al Free Gravel Road, which contract is now executed and is in the following words and figures to-wit: (See Contract copied above).

All of which is finally found, ordered and ordained by the Board of Commissioners of Hendricks County, Indiana, this 7th day of August 1920.

Further it is ordered by the Board that said work of construction shall be finally completed by the said O.J. Larkin not later than the time and date specified in said contract unless the time for such completion is extended by this Board.

And now the Board appoints _____ as Superintendent to supervise the construction of said improvement according to profile, plans and specifications and report, herein heretofore made and provided for the construction of said improvement said named superintendent being a bona fide resident of said Franklin, in said county and state, and said named superintendent is herein ordered to qualify as by law required before entering upon his duties under this appointment. And the Board does now appoint J.P. Johnson, County Surveyor, engineer for the construction of said improvement, he having heretofore qualified as by law provided as engineer for the work of civil engineer in Hendricks County, Indiana.

And the Board now finds the total cost of said improvement, to-wit: said Erasmus Brewer et al Free Gravel Road, including the amount of said contract price for the construction of said improvement, and all expenses incurred and damages allowed prior to the letting of the contract for said improvement, and a sum sufficient to pay the per diem of the engineer and superintendent herein provided for, attorney fees, transcript charges, and all other charges and expenses connected therewith during the construction of said improvement to be \$29,000.00.

Thereupon the following Bond Ordinance was introduced and read and the same was duly adopted by a unanimous vote of the Board of Commissioners of Hendricks County, Indiana, to-wit:

BOND ORDINANCE.

AN ORDINANCE providing for the issue and sale of bonds to pay for the construction of the Erasmus Brewer et al Free Gravel Road in Franklin Township, Hendricks County, Indiana, and of all other expenses connected therewith, and providing for special tax levy.

Section 1. Be it ordained by the Board of Commissioners of Hendricks County, Indiana That for the purpose of paying for the construction of the Erasmus Brewer et al Free Gravel Road in Franklin Township, Hendricks County, Indiana, and other proper expenses in connection therewith, bonds be issued to the amount of \$29,000.00 such bonds to be known as the Erasmus Brewer et al Free Gravel Road Bonds, Franklin Township, Hendricks County, Indiana, said amount being less than four per centum of the assessed value of the taxable property of said township.

Section 2. That said bonds shall be in denominations of \$1450.00 each and shall bear interest at the rate of 5 per centum per annum, payable semi-annually, except as herein otherwise provided, on the 15th days of May and November of each year; shall be divided into twenty equal series of one bond each; the first series, principal and interest shall mature and be payable on the 15th day of May 1922, and one series, principal and interest, each six months thereafter until all are paid. Said bonds shall bear the date of Aug. 15th 1920 and shall be signed by the Board of Commissioners of Hendricks County, Indiana, and be duly attested by the Auditor. The interest on said bonds shall be evidenced by coupons thereto attached bearing the fac-simile signatures of said Board. The principal and interest on said bonds shall be payable at the office of the County Treasurer of Hendricks County, Indiana, in the office provided for said treasurer at the Court House in Danville, Indiana.

Section 3. For the purpose of raising money to meet said bonds and interest thereon as the same mature, said Board of Commissioners shall, annually hereafter at the time the general tax levy is made, levy a special tax upon all the taxable property in Franklin Township, subject to taxation, both within and without any and all incorporated towns or cities in said township, and said tax shall be collected as other taxes are collected and shall be applied to the payment of such bonds and interest and to no other purpose.

Section 4. Said bonds shall be delivered by the Auditor of said County to the Treasurer of said County and said Treasurer shall sell said bonds at not less than their par value and the proceeds shall be kept as a special fund to pay for the construction of said road, and other expenses thereof as now by law allowed.

Section 5. This ordinance is hereby adopted by the Board, subject to the approval of any body now provided by law for such authorization and approval.

And now all the foregoing is hereby ordered by the Board.

And further proceedings herein are continued.

August Term. 1920.

In the Matter of the Petition of

A.B. Mercer et al for the Construction of a Free
Gravel Road in Eel River Township, in said
County of Hendricks and State of Indiana.

Come now at this time, to-wit: the hour of 10 o'clock in the forenoon of this the 7th day of August, 1920, the petitioners in the above entitled cause, by and through their attorney of record, and come also all persons submitting any written bids or proposals for the construction of the Free Gravel Road prayed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed by the order of this Board as the time for submitting, receiving and opening any and all sealed proposals or bids for the construction of said improvement, and it now appearing to this Board, as it does now find, that the Auditor of Hendricks County, Indiana, duly gave and caused to be given and published the notice for the submitting, receiving and opening of such bids or sealed proposals and that such notice was duly published for three consecutive weeks in the "Republican" and "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana Printed and published in the town of Danville in said County and State, the first of which publications was on the 15th day of July 1920, and in the Indianapolis News, a daily newspaper of general circulation throughout the state of Indiana, printed and published at Indianapolis, Indiana, and that such notices was so published in said daily newspaper at least two weeks prior to this 7th day of August, 1920, to-wit: on the 17th day of July 1920, and said publications thereof were in all things according to law and to the order of this Board concerning the same, heretofore duly made in this cause, which notices and proofs of publication thereof are in the words and figures following, to-wit: (.H.)

And this Board of Commissioners now received and opens, in the presence of all the bidders, all the sealed proposals or bids submitted for the construction of said improvement, there being three of said proposals, and now the Board, having examined and investigated the same, it is now found by the Board that the sealed proposals of D.H. Fatout for the construction of said improvement is less than the estimated cost of the same as found by the engineer and viewers and by the engineer and reviewers, and is the lowest and best bid therefor, and that D.H. Fatout is the lowest responsible bidder therefor, and it further appearing to the Board that the amount of said proposal or bid of said D.H. Fatout for the construction of said improvement is the following, to-wit: \$5960.00, and it further appearing to the Board that along with his sealed proposal said D.H. Fatout submitted his bond, payable to the State of Indiana, in a penal sum of at least double the amount of said proposal, conditioned in all things as by law required, with good and sufficient sureties to the approval of the Board, which bond, together with the Board's approval endorsed thereon are in the following words and figures, to-wit:

BOND AND APPROVAL OF 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 Twelve

thousand and no/100 (\$12,000,000) 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 August 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 A.B. Mercer et al road in 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.

(Corporate Seal)

United States Fidelity & Guaranty Company
Baltimore Md.

By John E. Messick

Attorney-in-fact

D.H. Fatout

(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 7th day of August A.D. 1920.

(Seal)

John T. Hume

My commission expires May 8, 1923

Notary Public

Accepted and approved August 7th, 1920.

And this Board now accepts said written proposal of D.H. Fatout for the construction of said improvement, and now accepts and approves said bond, and now awards to said D.H. Fatout the contract for the construction of said improvement, at and for the amount of ~~his~~ his said bid or proposal, as hereinbefore set out.

And said D.H. Fatout now enters into a written contract with said Board for the construction of said improvement, to-wit: said A.B. Mercer et al Free Gravel Road, which contract is now executed and is in the following words and figures to-wit:

CONTRACT.

For the construction of the A.B. Mercer et al road for \$5960.00.

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 7th day of August A.D. 1920 the said Board of Commissioners received bids for the construction of the A.B. Mercer et al Road 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 amount of his bid viz; \$5960.00 and the said party of the first part now covenants and agrees to build and construct said ~~road~~ 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 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 improvement and have the same completed on or before the 1st day of June 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 June 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 June 1921 A.D...19...., 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. ~~And~~ 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 7th day of August 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

Attest: Chas. A. White, Auditor of Hendricks County.

All of which is finally found, ordered and ordained by the Board of Commissioners of Hendricks County, Indiana, this 7th day of August 1920.

Further it is ordered by the Board that said Work of construction shall be finally completed by the said D.H. Fatout not later than the time and date specified in said contract unless the time for such completion is extended by this Board.

And now the Board appoints A.B. Mercer as Superintendent to supervise the construction of said improvement according to the profile plans and specifications and report herein heretofore made and provided for the construction of said improvement said named superintendent being a bona fide resident of said Eel River in said county and state, and said named superintendent is hereby ordered to ~~quit~~ qualify as by law required before entering upon his duties under this appointment. And the Board does now appoint J.P. Johnson, County Surveyor, engineer for the construction of said improvement, he having heretofore qualified as by law provided as engineer for the work of civil engineer in Hendricks County, Indiana.

And the Board now finds the total cost of said improvement, to-wit, said A.B. Mercer et al Free Gravel Road, including the amount of said contract price for the construction of said improvement, and all expenses incurred and damages allowed prior to the letting of the contract for said improvement, and a sum sufficient to pay the per diem of the engineer and superintendent herein provided for, attorney fees, transcript charges, and all other charges and expenses connected therewith during the construction of said improvement to be \$6600.00.

Thereupon the following Bond Ordinance was introduced and read and the same was duly adopted by a unanimous vote of the Board of Commissioners of Hendricks County Indiana, to-wit:

BOND ORDINANCE.

AN ORDINANCE providing for the issue and sale of bonds to pay for the construction of the A.B. Mercer et al Free Gravel Road in Eel River Township, Hendricks County, Indiana, and of all other expenses connected therewith, and providing for special tax levy.

Section 1. Be it ordained by the Board of Commissioners of Hendricks County Indiana, That for the purpose of paying for the construction of the A.B. Mercer et al Free Gravel Road in Eel River township, Hendricks County, Indiana and other proper expenses in connection therewith, bonds be issued to the amount of \$6600.00 such bonds to be known as the A.B. Mercer et al Free Gravel Road Bonds, Eel River Township, Hendricks County, Indiana, said amount being less than four per centum of the assessed value of the taxable property of said township.

Section 2. That said bonds shall be in denominations of \$330.00 each and shall bear interest at the rate of 5 per centum per annum, payable semi-annually, except as herein otherwise provided, on the 15th days of May and November of each year; shall be divided into twenty equal series of one bond each; the first series principal and interest, shall mature and be payable on the 15th day of May 1922 and one series, principal and interest, each six months thereafter until all are paid. Said bonds shall bear the date of Aug. 15th 1920, and shall be signed by the Board of Commissioners of Hendricks County, Indiana, and be duly attested by the Auditor. The interest on said bonds shall be evidenced by coupons thereto attached bearing the fac-simile signatures of said Board. The principal and interest on said bonds shall be payable at the office of the County Treasurer of Hendricks County, Indiana, in the

office provided for said treasurer at the Court House in Danville, Indiana.

Section 3. For the purpose of raising money to meet said bonds and interest thereon as the same mature, said Board of Commissioners shall annually hereafter at the time the general tax levy is made, levy a special tax upon all the taxable property in Eel River Township, subject to taxation, both within and without any and all incorporated towns or cities in said township, and said tax shall be collected as other taxes are collected and shall be applied to the payment of such bonds and interest and to no other purpose.

Section 4. Said bonds shall be delivered by the Auditor of said County to the Treasurer of said County and said Treasurer shall sell said bonds at not less than their par value and the proceeds shall be kept as a special fund to pay for the construction of said road, and other expenses thereof as now by law allowed.

Section 5. This ordinance is hereby adopted by the Board, subject to the approval of any body now provided by law for such authorization and approval.

And now all the foregoing is hereby ordered by the Board.

And further proceedings herein are continued.

August Term 1920.

In the Matter of the Petition of
Chas. E. Wilson et al for the
Construction of a Free Gravel Road in
Marion Township, in Said County
of Hendricks and State of Indiana.

Come now at this time, to-wit: the hour of 10 o'clock in the forenoon of this the 7th day of August 1920, the petitioners in the above entitled cause, by and through their attorney of record, and come also all persons submitting any written bid or proposals for the construction of the Free Gravel Road prayed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed by the order of this Board as the time for submitting, receiving and opening any and all sealed proposals or bids for the construction of said improvement, and it now appearing to this Board, as it does now find, that the Auditor of Hendricks County, Indiana, duly gave and caused to be given and published the notice for the submitting receiving and opening of such bids or sealed proposals and that such notice was duly published for three consecutive weeks in the "Republican" and "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the town of Danville in said county and state, the first of which publications was on the 15th day of July 1920, and the last of which publications was on the 29th day of July 1920, and in the Indianapolis News, a daily newspaper of general circulation throughout the state of Indiana, printed and published at Indianapolis, Indiana, and that such notice was so published in said daily newspaper at least two weeks prior to this 7th day of August, 1920, to-wit: on the 17th day of July 1920 and said publications whereof were in all things according to law and to the order of this Board concerning the same, heretofore duly made in this cause, which notices and proofs of publication thereof are in the words and figures following to-wit: (H.I.).

And this Board of Commissioners now receives and opens, in the presence of all the bidders, all the sealed proposals or bids submitted for the construction of said improvement, there being two of said proposals, and now the Board having examined and investigated the same, it is now found by the Board that the sealed proposal of O.J. Larkin for the construction of said improvement is less than the estimated cost of the same as found by the engineer and viewers, and by the engineer and reviewers, and is the lowest and best bid therefor, and that O.J. Larkin is the lowest responsible bidder therefor, and it further appearing to the Board that the amount of said proposal or bid of said O.J. Larkin for the construction of said improvement is the following to-wit: \$30,979.00, and it further appearing to the Board that along with his sealed proposal said O.J. Larkin submitted his bond, payable to the State of Indiana, in a penal sum of at least double the amount of said proposal, conditioned in all things as by law required, with good and sufficient sureties to the approval of the Board, which bond, together with the Board's approval endorsed thereon are in the following words and figures to-wit:

BOND

KNOW ALL MEN BY THESE PRESENTS, that we Oliver J. Larkin, as Principal, and the Fidelity & Deposit Company of Maryland, as Surety, are held and firmly bound unto the State of Indiana in the penal sum of Sixty five Thousand Five Hundred (\$65,500.00)

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 Seventh day of August, 1920.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that, WHEREAS, the Board of County Commissioners of Hendricks County, Indiana, is about to let a contract for the construction and completion of the Charles Wilson Road in Marion Township, Hendricks County, Indiana.

And, WHEREAS, the above named and bounden Oliver 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 said Oliver J. Larkin the contract for said work and said Oliver J. Larkin shall promptly enter into a contract with 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 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 the work including labor, materials furnished, and for boarding thereon, then this obligation shall be void: otherwise to remain in full force, virtue and effect.

Oliver J. Larkin

(Corporate Seal)

Fidelity and Deposit Company of Maryland

By John S. Hunt

Attorney-in-fact

State of Indiana

SS:

Hendricks County

Personally appeared before me, the undersigned notary public this 7th day of August 1920 Oliver J. Larkin and John S. Hunt the attorney in fact for the Fidelity & Deposit Company of Maryland and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the purposes therein mentioned.

My commission expires
January 15th, 1923

(Seal)

Edgar M. Blessing

Notary Public

And this Board now accepts said written proposal of O.J. Larkin for the construction of said improvement and now accepts and approves said bond, and now awards to said O.J. Larkin the contract for the construction of said improvement, at end for the amount of his said bid or proposal, as hereinbefore set out.

And said O.J. Larkin now enters into a written contract with said Board for the construction of said improvement, to-wit; said Chas. E. Wilson et al Free Gravel Road, which contract is now executed and is in the following words and figures to-wit:

CONTRACT.

For the construction of the Chas. E. Wilson et road for \$30,979.00.

This agreement made and entered into by and between O.J. Larkin 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 7th day of August A.D. 1920 the said Board of Commissioners received bids for the construction of the Chas. E. Wilson et al road the same being located in Hendricks County and the said O.J. Larkin being declared the lowest and best responsible bidder, the contract was awarded to the said O.J. Larkin for the amount of his bid viz: \$30,979.00 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 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 one year from the date of the sale of the bonds A.. 19,..... 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 date as above designed A.D. 19... 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 date as above designated A.D. 19... 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 7th day of August A.D. 1920.

G. 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.

And the Board does now appoint J. P. Johnson, County Surveyor, engineer for the construction of said improvement, he having heretofore qualified as by law provided as engineer for the work of civil engineer in Hendricks County Indiana.

And the Board now finds the total cost of said improvement to-wit: said Chas. E. Wilson et al Free Gravel Road, including the amount of said contract price for the construction of said improvement, and all expenses incurred and damages allowed prior to the letting of the contract for said improvement, and a sum sufficient to pay the per diem of the engineer and superintendent herein, provided for, attorney fees, transcript charges, and all other charges and expenses connected therewith during the construction of said improvement to be \$32000.00

Thereupon the following Bond Ordinance was introduced and read and the same was duly adopted by a unanimous vote of the Board of Commissioners of Hendricks County Indiana, to-wit:

BOND ORDINANCE.

AN ORDINANCE providing for the issue, and sale of bonds to pay for the construction of the Chas. E. Wilson et al Free Gravel Road in Marion Township, Hendricks County, Indiana, and of all other expenses connected therewith, and providing for special tax levy.

Section 1. be it ordained by the Board of Commissioners of Hendricks County, Indiana, That for the purpose of paying for the construction of the Chas. E. Wilson et al Free Gravel Road in Marion Township, Hendricks County, Indiana, and other proper expenses in connection therewith, bonds be issued to the amount of \$32000.00 such bonds to be known as the Chas. E. Wilson et al Free Gravel Road Bonds, Marion Township Hendricks County, Indiana, said amount being less than four per centum of the assessed value of the taxable property of said township.

Section 2. That said bonds shall be in denominations of \$1600.00 each and shall bear interest at the rate of 5 per centum per annum payable semi-annually except as herein otherwise provided on the 15th days of May and November of each year; shall be divided into twenty equal series of one bond each; the first series, principal and interest, shall mature and be payable on the 15th day of May 1921, and one series principal and interest, each six months thereafter until all are paid. Said bonds shall bear the date of Aug. 15th, 1920, and shall be signed by the Board of Commissioners of Hendricks County, Indiana, and be duly attested by the Auditor. The interest on said bonds shall be evidenced by coupons thereto attached bearing the fac-simile signatures of said Board. The principal and interest on said bonds shall be paid at the office of the County Treasurer of Hendricks County, Indiana, in the office provided for said treasurer at the Court House in Danville, Indiana.

Section 3. For the purpose of raising money to meet said bonds and interest thereon as the same mature, said Board of Commissioners shall annually hereafter at the time the general tax levy is made, levy a special tax upon all the taxable property in Marion township, subject to the taxation, both within and without any and all incorporated towns or cities in said township, and said tax shall be collected as other taxes are collected and shall be applied to the payment of such bonds and interests and to no other purpose.

Section 4. Said bonds shall be delivered by the Auditor of said county to the Treasurer of said County and said Treasurer shall sell said bonds at not less than their par value and the proceeds shall be kept as a special fund to pay for the construction of said road, and other expenses thereof as now by law allowed.

Section 5. This ordinance is hereby adopted by the Board, subject to the approval of any body now provided by law for such authorization and approval.

And now all the foregoing is hereby ordered by the Board.

And further proceedings herein are continued.

August 7 1920
In the matter of the
Calvin Cutrell et al
construction of a fr
Washington township
of Hendricks and st
Come now at th
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August 7 1920

In the matter of the petition of
Calvin Cutrell et al for the
construction of a free gravel road in
Washington township, in said county
of Hendricks and state of Indiana.

Come now at this time, to wit, the hour of 10 o'clock in the forenoon of this 7th day of August, 1920, the petitioners in the above entitled cause, by and through their attorney of record, and come also all persons submitting any written bids or proposals for the construction of the Free Gravel Road prayed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed by the order of this Board as the time for submitting, receiving and opening any and all sealed proposals or bids for the construction of said improvement, and it now appearing to this Board, as it does now find, that the Auditor of Hendricks County, Indiana, duly gave and caused to be given and published the notice for the submitting, receiving and opening of such bids or sealed proposals and that such notice was duly published for three consecutive weeks in the "Republican" and "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the town of Danville in said county and state, the first of which publications was on the 15th day of July, 1920, and the last of which publications was on the 29th day of July, 1920, and in the Indianapolis News, a daily Newspaper of general circulation throughout the state of Indiana, printed and published at Indianapolis, Indiana, and that such notice was so published in said daily newspaper at least two weeks prior to this 7th day of August, 1920, to wit, on the 7th day of July, 1920, and said publications thereof were in all things according to law and to the order of this Board concerning the same, heretofore duly made in this cause, which notices and proofs of publication thereof are in the words and figures following, to wit: (H.I.).

And this Board of Commissioners now receives and opens, in the presence of all the bidders, all the sealed proposals or bids submitted for the construction of said improvement, there being one of said proposals, and now the Board, having examined and investigated the same, it is now found by the Board that the sealed proposal of D. H. Fatout for the construction of said improvement is not greater than the estimated cost of the same as found by the engineer and viewers, and by the engineer and reviewers, and is the lowest and best bid therefor, and that D. H. Fatout is the lowest responsible bidder therefor, and it further appearing to the Board that the amount of said proposal or bid of said D. H. Fatout for the construction of said improvement is the following, to wit: \$57,000.00, and it further appearing to the Board that along with his sealed proposal said D. H. Fatout submitted his bond, payable to the State of Indiana, in a penal sum of at least double the amount of said proposal, conditioned in all things as by law required, with good and sufficient sureties to the approval of the Board, which proposal or bid, and bond, together

with the Board's approval endorsed thereon are in the following words and figures,
to wit:

CONTRACTOR'S BOND.

Know all Men by these Presents:

That the undersigned Daniel H. Fatout of Indianapolis, Indiana as Principal, and the United States Fidelity and Guaranty Company, of Baltimore, Maryland, as surety, are firmly bound unto the State of Indiana, in the penal sum of One hundred fourteen thousand 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 August, 1920.

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 Construction of the Calvin Cutrell et al road in Washington Twp, Hendricks County, Indiana. And whereas the above named Daniel 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 Daniel H. Fatout 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 and report, and the plans and specifications therein set forth, and adopted by the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into, and shall pay any person, firm or corporation any loss or damage suffered by such person, firm or corporation, by reason of any failure or neglect of said Principal herein to enter into a proper contract to perform such work, or to carry out the same in any particular, and shall pay for any labor performed for or material furnished to, either the Principal or to any sub-contractor, Agent or Superintendent, under him, in the execution of the work herein undertaken then this obligation shall be void; otherwise to remain in full force, virtue and effect.

Daniel H. Fatout

(SEAL)

United States Fidelity and Guaranty Company (SEAL)

By John E. Messick, Attorney-in-fact.

State of Indiana, ss:
Hendricks County,

Before me, John T. Hume, a notary public, in and for said County, personally appeared Daniel H. Fatout and the United States Fidelity & Guaranty Company by and through John E. Messick, attorney in face 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 August A. D. 1920.

John T. Hume

Notary Public.

My Commission expires August 7th, 1920.

John G. Shelton

J. D. Brickert

Board of Commissioners, Hendricks County.

ATTEST: Chas. A. White.
Auditor

And this Board now accepts said written proposal of D. H. Fatout for the construction of said improvement, and now accepts and approves said Bond, and now awards to said D. H. Fatout the contract for the construction of said improvement, at and for the amount of his said bid or proposal, as hereinbefore set out.

And said D. H. Fatout now enters into a written contract with said Board for the construction of said improvement, to wit, said Calvin Cutrell et al Free Gravel Road, which contract is now executed and is in the following words and figures, to wit:

CONTRACT.

For the construction of the Calvin Cutrell et al Road for \$57,000.00.

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 7th day of August A. D. 1920, the said Board of Commissioners received bids for the construction of the Calvin Cutrell et al road 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 amount of his bid, viz: \$57,000.00, 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 one year from the date of the sale of the bonds, 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 date as above designated, 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 date as above designated 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-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 7th day of August A. D., 1920.

D. H. Fatout

Party of the First Part

C. B. Phillips

John G. Shelton

John D. Brickert

Board of Commissioners of Hendricks County.

ATTEST: Chas. A. White.....Auditor of Hendricks County

All of which is finally found, ordered and ordained by the Board of Commissioners of Hendricks County, Indiana, this 7th day of August, 1920.

Further it is ordered by the Board that said work of construction shall be finally completed by the said D. H. Fatout not later than the time and date specified in said contract unless the time for such completion is extended by this Board.

And now the Board appoints *J. A. Hawkins* as Superintendent to supervise the construction of said improvement according to the profile, plans and specifications and report herein heretofore made and provided for the construction of said improvement, said named superintendent being a bona fide resident of said Washington, in said county and state, and said named superintendent is herein ordered to qualify as by law required before entering upon his duties under this appointment.

And the Board does now appoint J. P. Johnson, County Surveyor, engineer for the construction of said improvement, he having heretofore qualified as by law provided as engineer for the work of civil engineer in Hendricks County, Indiana.

And the Board now finds the total cost of said improvement, to wit, said Calvin Cutrell et al Free Gravel Road, including the amount of said contract price for the construction of said improvement, and all expenses incurred and damages allowed prior to the letting of the contract for said improvement, and a sum sufficient to pay the per diem of the engineer and superintendent herein provided for, attorney fees, transcript charges, and all other charges and expenses connected therewith during the construction of said improvement to be \$58,500.00.

Thereupon the following Bond Ordinance was introduced and read and the same was duly adopted by a unanimous vote of the Board of Commissioners of Hendricks County, Indiana, to wit:

BOND ORDINANCE.

AN ORDINANCE providing for the issue and sale of bonds to pay for the construction of the Calvin Cutrell et al Free Gravel Road in Washington Township, Hendricks County, Indiana, and of all other expenses connected therewith, and providing for special tax levy.

SECTION 1. Be it ordained by the Board of Commissioners of Hendricks County, Indiana, That for the purpose of paying for the construction of the Calvin Cutrell et al Free Gravel Road in Washington Township, Hendricks County, Indiana, and other proper expenses in connection therewith, bonds be issued to the amount of \$58,500.00, such bonds to be known as the Calvin Cutrell et al Free Gravel Road Bonds, Washington Township, Hendricks County, Indiana, said amount being less than four per centum of the assessed value of the taxable property of said township,

SECTION 2. That said bonds shall be in denominations of \$ *775.⁰⁰* each and shall bear interest at the rate of 5 per centum per annum, payable semi-annually, except as herein otherwise provided, on the 15th days of May and November of each year; shall be divided into twenty equal series of *three* bonds each; the first series, principal and interest, shall Mature and be payable on the *15* day of *May* 19*22*,

and one series, principal and interest, each six months thereafter until all are paid. Said bonds shall bear the date of *November 15, 1920*, and shall be signed by the Board of Commissioners of Hendricks County, Indiana, and be duly attested by the Auditor. The interest on said bonds shall be evidenced by coupons thereto attached bearing the fac-simile signatures of said Board. The principal and interest on said bonds shall be payable at the office of the County Treasurer of Hendricks County, Indiana, in the office provided for said treasurer at the Court House in Danville, Indiana.

SECTION 3. For the purpose of raising money to meet said bonds and interest thereon as the same mature, said Board of Commissioners shall annually hereafter at the time the general tax levy is made, levy a special tax upon all the taxable property in Washington township, subject to taxation, both within and without any and all incorporated towns or cities in said township, and said tax shall be collected as other taxes are collected and shall be applied to the payment of such bonds and interest and to no other purpose.

SECTION 4. Said bonds shall be delivered by the Auditor of said county to the Treasurer of said County and said Treasurer shall sell said bonds at not less than their par value and the proceeds shall be kept as a special fund to pay for the construction of said road, and other expenses thereof as now by law allowed.

SECTION 5. This ordinance is hereby adopted by the Board, subject to the approval of any body now provided by law for such authorization and approval.

And now all the foregoing is hereby ordered by the Board.

And further proceedings herein are continued.

August 7 1920.

In the Matter of the Petition of
D. A. Surber et al for the
Construction of a Free Gravel Road in
Middle Township, in said County
of Hendricks and State of Indiana.

Come now at this time, to wit, the hour of 10 o'clock in the forenoon of this the 7th day of August, 1920, the petitioners in the above entitled cause, by and through their attorney of record, and come also all persons submitting any written bids or proposals for the construction of the Free Gravel Road prayed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed by the order of this Board as the time for submitting, receiving and opening any and all sealed proposals or bids for the construction of said improvement, and it now appearing to this Board, as it does now find, that the Auditor of Hendricks County, Indiana, duly gave and caused to be given and published the notice for the submitting, receiving and opening of such bids or sealed proposals and that such notice was duly published for three consecutive weeks in the "Republican" and "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the town of Danville in said County and state, the first of which publications was on the 15th day of July, 1920, and the last of which publications was on the 29th day of July, 1920, and in the Indianapolis News, a daily newspaper of general circulation throughout the state of Indiana, printed and published at Indianapolis, Indiana, and that such notice was so published in said daily newspaper at least two weeks prior to this 7th day of August, 1920, to wit, on the 17th day of July, 1920, and said publications thereof were in all things according to law and to the order of this Board concerning the same, heretofore duly made in this cause, which notices and proofs of publication thereof are in the words and figures following, to wit: (H.I.).

And this Board of Commissioners now receives and opens, in the presence of all the bidders, all the sealed proposals or bids submitted for the construction of said improvement, there being one of said proposals, and now the Board, having examined and investigated the same, it is now found By the Board that the sealed proposal of D. H. Fatout for the construction of said improvement is not greater than the estimated cost of the same as found by the engineer and viewers, and by the engineer and reviewers, and is the lowest and best bid therefor, and that D. H. Fatout is the lowest responsible bidder therefor, and it further appearing to the Board that the amount of said proposal or bid of said D. H. Fatout for the construction of said improvement is the following, to wit; \$41,100.00, and it further appearing to the Board that along with his sealed proposal said D. H. Fatout submitted his bond, payable to the ~~State~~ State of Indiana, in a penal sum of at least double the amount of said proposal, conditioned in all things as by law required, with good and sufficient sureties to the approval of the Board, which proposal or bid, and bond, together with the Board's approval endorsed thereon

are in the following words and figures, to wit:

And this Board now accepts said written proposal of D. H. Fatout for the construction of said improvement, and now accepts and approves said bond, and now awards to said D. H. Fatout the contract for the construction of said improvement, at and for the amount of his said bid or proposal, as hereinbefore set out.

And said D. H. Fatout now enters into a written contract with said Board for the construction of said improvement, to wit, said D. A. Surber et al Free Gravel Road, which contract is now executed and is in the following words and figures, to wit:

CONTRACT.

For the construction of the D. A. Surber et al Road for the sum of -41,100.00.

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 7th day of August A. D. 1920, the said Board of Commissioners received bids for the construction of the D. A. Surber et al road 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 amount of his bid, viz: ~~\$41,100~~ \$41,100.00 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 December 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 December 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 ~~from and~~ of said road from and after said 1st day of December 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-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~~ 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 August A. D. , 1920.

D. H. Patout

Party of the First Part

C. B. Phillips

John G. Shelton

John D. Brickert

Board of Commissioners of Hendricks Co.

ATTEST:.....Chas. A. White.....Auditor Of Hendricks County.

All of which is finally found, ordered and ordained by the Board of Commissioners of Hendricks County, Indiana, this 7th day of August, 1920.

Further it is ordered by the Board that said work of construction shall be finally completed by the said D. H. Fatout not later than the time and date specified in said contract unless the time for such completion is extended by this Board.

And now the Board appoints _____ as Superintendent to supervise the construction of said improvement according to the profile, plans and specifications and report herein heretofore made and provided for the construction of said improvement, said named superintendent being a bona fide resident of said Middle, in said county and state, and said named superintendent is herein ordered to qualify as by law required before entering upon his duties under this appointment.

And the Board does now appoint J. P. Johnson, County Surveyor, engineer for the construction of said improvement, he having heretofore qualified as by law provided as engineer for the work of civil engineer in Hendricks County, Indiana.

And the Board now finds the total cost of said improvement, to wit, said D. A. Surber et al Free Gravel Road, including the amount of said contract price for the construction of said improvement, and all expenses incurred and damages allowed prior to the letting of the contract for said improvement, and a sum sufficient to pay the per diem of the engineer and superintendent herein provided for, attorney fees, transcript charges, and all other charges and expenses connected therewith during the construction of said improvement to be _____.

Thereupon the following Bond Ordinance was introduced and read and the same was duly adopted by a unanimous vote of the Board of Commissioners of Hendricks County, Indiana, to wit:

BOND ORDINANCE.

AN ORDINANCE providing for the issue and sale of bonds to pay for the construction of the D. A. Surber et al Free Gravel Road in Middle Township, Hendricks county, Indiana, and of all other expenses connected therewith, and providing for special tax levy.

SECTION 1. Be it ordained by the Board of Commissioners of Hendricks County, Indiana, That for the purpose of paying for the construction of the D. A. Surber et al Free Gravel Road in Middle township, Hendricks County, Indiana, and other proper expenses in connection therewith, bonds be issued to the amount of \$42,400⁰⁰, such bonds to be known as the D. A. Surber et al Free Gravel Road Bonds, Middle Township, Hendricks County, Indiana, said amount being less than four per centum of the assessed value of the taxable property of said township.

SECTION 2. That said bonds shall be in denominations of \$2120⁰⁰, each and shall bear interest at the rate of 5 per centum per annum, payable semi-annually, except as herein otherwise provided, on the 15th days of May and November of each year; shall be divided into twenty equal series of one bond each; the first series, principal and interest, shall Mature and be payable on the _____ day of _____, 19____, and one series principal and interest, each six months thereafter until all are paid. Said bonds shall

bear the date of _____, 19____, and shall be signed by the Board of Commissioners of Hendricks County, Indiana, and be duly attested by the Auditor. The interest on said bonds shall be evidenced by coupons thereto attached bearing the fac-simile signatures of said Board. The principal and interest on said bonds shall be payable at the office of the County Treasurer of Hendricks County, Indiana, in the office provided for said treasurer at the Court House in Danville, Indiana.

SECTION 3. For the purpose of raising money to meet said bonds and interest thereon as the same mature, said Board of Commissioners shall annually hereafter at the time the general tax levy is made, levy a special tax upon all the taxable property in Middle township, subject to taxation, both within and without any and all incorporated towns or cities in said township, and said tax shall be collected as other taxes are collected and shall be applied to the payment of such bonds and interest and to no other purpose.

SECTION 4. Said bonds shall be delivered by the Auditor of said county to the Treasurer of said County and said Treasurer shall sell said bonds at not less than their par value and the proceeds shall be kept as a special fund to pay for the construction of said road, and other expenses thereof as now by law allowed.

SECTION 5. This ordinance is hereby adopted by the Board, subject to the approval of any body now provided by law for such authorization and approval.

And now all the foregoing is hereby ordered by the Board.

And further proceedings herein are continued.

August 7 1920.

In the Matter of the Petition of
J. H. Airhart et al for the
Construction of a Free Gravel Road in
Brown Township, in said County
of Hendricks and State of Indiana.

Come now at this time, to wit, the hour of 10 o'clock in the forenoon of this 7th day of August, 1920, the petitioners in the above entitled cause, by and through their attorney of record, and come also all persons submitting any written bids or proposals for the construction of the Free Gravel Road prayed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed by the order of this Board as the time for submitting, receiving and opening any and all sealed proposals or bids for the construction of said improvement, and it now appearing to this Board, as it does now find, that the Auditor of Hendricks County, Indiana, duly gave and caused to be given and published the notice for the submitting, receiving and opening of such bids or sealed proposals and that such notice was duly published for three consecutive weeks in the "Republican" and "Danville Gazette", weekly newspapers of general circulation throughout Hendricks County, Indiana, printed and published in the town of Danville in said county and state, the first of which publications was on the 15th day of July, 1920, and the last of which publications was on the 29th day of July, 1920, and in the Indianapolis News, a daily Newspaper of general circulation throughout the state of Indiana, printed and published at Indianapolis, Indiana, and that such notice was so published in said daily newspaper at least two weeks prior to this 7th day of August, 1920, to wit, on the 17th day of July, 1920, and said publications thereof were in all things according to law and to the order of this Board concerning the same, heretofore duly made in this cause, which notices and proofs of publication thereof are in the words and figures following, to wit: (H.I.).

And this Board of Commissioners now receives and opens, in the presence of all the bidders, all the sealed proposals or bids submitted for the construction of said improvement, there being one of said proposals, and now the Board, having examined and investigated the same, it is now found by the Board that the sealed proposal of D. H. Fatout for the construction of said improvement is not greater than the estimated cost of the same as found by the engineer and viewers, and by the engineer and reviewers, and is the lowest and best bid therefor, and that D. H. Fatout is the lowest responsible bidder therefor, and it further appearing to the Board that the amount of said proposal or bid of said D.H.Fatout for the construction of said improvement is the following, to wit: \$49,000.00, and it further appearing to the Board that along with his sealed proposal said D.H.Fatout submitted his bond, payable to the State of Indiana, in a penal sum of at least double the amount of said proposal, conditioned in all things as by law required, with good and sufficient sureties to the approval of the Board, which proposal or bid, and bond, together with the Board's approval endorsed thereon are in the following words and figures, to wit:

And this Board now accepts said written proposal of D.H.Fatout for the construction of said improvement, and now accepts and approves said Bond, and now awards to said D.H.Fatout the contract for the construction of said improvement, at and for the amount of his said bid or proposal as hereinbefore set out.

And said D.H.Fatout now enters into a written contract with said Board for the construction of said improvement, to wit, said J. H. Airhart et al Free Gravel Road, which contract is now executed and is in the following words and figures, to wit:

CONTRACT.

For the construction of the J.H.Airhart et al Road for the sum of \$ 49,000.00

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 7th day of August A.D. 1920, the said Board of Commissioners received bids for the construction of the J.H.Airhart et al Road, 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 amount of his bid, viz: \$49,000.00 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 December 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 December 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 December 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-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 ~~shall be paid on monthly estimates of the~~ 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 of 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 7th day of August A. D., 1920.

D.H. Fatout

Party of the First Part

C.B. Phillips

John G. Shelton

John D. Brickert

Board of Commissioners of Hendricks Co.

ATTEST: Chas. A. White Auditor Of Hendricks County

All of which is finally found, ordered and ordained by the Board of Commissioners of Hendricks County, Indiana, this 7th day of August, 1921.

Further it is ordered by the Board that said work of construction shall be finally completed by the said D.F. Palout not later than the time and date specified in said contract unless the time for such completion is extended by this Board.

And now the Board appoints *W.P. Johnson* as Superintendent to supervise the construction of said improvement according to the profile, plans and specifications and report herein heretofore made and provided for the construction of said improvement, said named superintendent being a bona fide resident of said town, in said county and state, and said named superintendent is hereby ordered to qualify as by law required before entering upon his duties under this appointment.

And the Board does now appoint *J.F. Williams*, County Surveyor, engineer for the construction of said improvement, he having knowledge qualified as by law provided as engineer for the work of road-superintendent civil engineer in Hendricks County, Indiana.

And the Board now finds the total cost of said improvement, to wit, said *J. E. Alshart et al Free Gravel Road*, including the amount of said contract price for the construction of said improvement, and all expenses incurred and damages allowed prior to the letting of the contract for said improvement, and a sum sufficient to pay the per diem of the engineer and superintendent herein provided for, attorney fees, transcript charges, and all other charges and expenses connected therewith during the construction of said improvement to be \$

Whereupon the following Bond Ordinance was introduced and read and the same was duly adopted by a unanimous vote of the Board of Commissioners of Hendricks County, Indiana, to wit:

BOND ORDINANCE.

AN ORDINANCE providing for the issue and sale of bonds to pay for the construction of the *J. E. Alshart et al Free Gravel Road* in Brown Township, Hendricks County, Indiana, and of all other expenses connected therewith, and providing for special tax levies.

SECTION 1. BE it ordained by the Board of Commissioners of Hendricks County, Indiana, that for the purpose of paying for the construction of the *J. E. Alshart et al Free Gravel Road* in Brown Township, Hendricks County, Indiana, and other proper expenses in connection therewith, bonds be issued to the amount of \$ *50,000.00*, such bonds to be known as the *J. E. Alshart et al Free Gravel Road Bonds*, Brown Township, Hendricks County, Indiana, said amount being less than four per centum of the assessed value of the taxable property of said township.

SECTION 2. That said bonds shall be in denominations of \$ *500.00* each and shall bear interest at the rate of 5 per centum per annum, payable semi-annually, except as herein otherwise provided, on the 1st day of May and November of each year; shall be divided into twenty equal series of one bond each; the first series, principal and interest, shall mature and be payable on the day of and one series, principal and interest, shall also mature thereafter until all are paid.

August Term, 1920.

Said bonds shall bear the date of 19 , and shall be signed by the Board of commissioners of Hendricks County, Indiana, and be duly attested by the Auditor. The interest on said bonds shall be evidenced by coupons thereto attached bearing the fac-simile signatures of said Board. The principal and interest on said bonds shall be payable at the office of the County Treasurer of Hendricks County, Indiana, in the office provided for said treasurer at the Court House in Danville, Indiana.

SECTION 3. For the purpose of raising money to meet said bonds and interest thereon as the same mature, said Board of Commissioners shall annually hereafter at the time the general tax levy is made, levy a special tax upon all the taxable property in Brown township, subject to taxation, both within and without any and all incorporated towns or cities in said township, and said tax shall be collected as other taxes are collected and shall be applied to the payment of such bonds and interest and to no other purpose.

SECTION 4. Said bonds shall be delivered by the Auditor of said county to the Treasurer of said County and said Treasurer shall sell said bonds at not less than their par value and the proceeds shall be kept as a special fund to pay for the construction of said road, and other expenses thereof as now by law allowed.

SECTION 5. This ordinance is hereby adopted by the Board, subject to the approval of any body now provided by law for such authorization and approval.

And now all the foregoing is hereby ordered by the Board.

And further proceedings herein are continued.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

• 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 plus 24 to 183 plus 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 limestone, 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 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.

D. H. Fatout

Party of the First Part.

C. B. Phillips

J. D. Brickert

ATTEST: Chas. A. White
Auditor

Board of Commissioners of Hendricks
County.

Ordered that the Board now adjourn

J. D. Brickert

September 15, 1920.

Engineer's And Superintendent's Report.

In the Matter of the Petition of
O. A. KENNEDY et al for a
Free Gravel Road in Liberty Township,
Hendricks County and Monroe Township,
Morgan County.

TO THE HONORABLE BOARD OF COMMISSIONERS:

We, the undersigned Engineer and Superintendent in charge of the construction of said above named road, respectfully report: That the contractor O. J. Larkin has completed each and every part of said road from Station 0 plus 00 to terminus according to the plans and specifications under which the contract was awarded; and that the road has been completed in detail as follows:

1st. The culverts and bridges have been completed according to the plans and specifications. ()

2nd. The sub-grade has been completed and the excavations and embankments completed according to the lines and figures indicated on the profile.

3rd. The quality and quantity of the material used in paving said road is the same as required by the plans and specifications adopted by said Board of Commissioners and filed in the Auditor's office of said County and State.

J. P. Johnson Engineer

Chas. S. McCracken Supt.

Subscribed and sworn to jointly and severally before me this fifteenth day of September, 1920.

Chas. A. White

Auditor Hendricks County, Ind.

Approved this 1st day of November, 1920.

C. B. Phillips

John G. Shelton

John D. Brickert

Board of Commissioners of Hendricks County,
Indiana.

September 23 1920

Engineer's and Superintendent's Report.

STATE OF INDIANA,

SS:

HENDRICKS County,

In the Matter of the Petition of

Arthur M. Davis et al for a

Free Gravel road in

Liberty Township, Hendricks County.

TO THE HONORABLE BOARD OF COMMISSIONERS:

We, the undersigned Engineer and Superintendent in charge of the construction of said above named road, respectfully report: That the contractor D. H. Fatout has completed each and every part of said road from Station 0 to Station terminus according to the plans and specifications under which the contract was awarded; and that the road has been completed in detail as follows:

1st. The culverts and bridges have been completed according to the plans and specifications.

2nd. The sub-grade has been completed and the excavations and embankments completed according to the lines and figures indicated on the profiled.

3rd. The quality and quantity of the material used in paving said road is the same as required by the plans and specifications adopted by said Board of Commissioners and filed in the Auditor's office of said County and State.

J. P. Johnson.....Engineer -

Arthur M. Davis.....Superintendent.

Subscribed and sworn to jointly and severally before me this twenty-third day of September, 1920.

Ghas. A. White

Auditor Of Hendricks County, Indiana.

Approved this 1st day of November, 1920.

C. B. Phillips

John G. Shelton

J. D. Brickert

Board of Commissioners of Hendricks
County, Indiana.

September 6, 1920.

In the Matter of the Petition of
J. H. Brown et al for the
Improvement of a Public Highway by Tax-
ation in Center Township.

Come now the petitioners in the above entitled matter by John T. Hume, their attorney, and it appearing that more than 20 days have elapsed since the former hearing on the petition herein and no remonstrance having been filed by any of the freehold voters of Center township, Hendricks County, Indiana, against the improvement herein in these proceedings petitioned for, and no reason appearing to the Board why an engineer and viewers should not be appointed herein the Board does now appoint J. P. Johnson as engineer, whom the Board finds to be a competent civil engineer, and Frank A. Haynes and E. W. Sawyer, as viewers, each of whom the Board finds to be a responsible freeholder and voter of Hendricks County, Indiana, and not a resident of nor the owner of taxable property in Center Township, in said county and state.

And now the Auditor is hereby ordered to spread the petition herein of record, which is now accordingly done and which is in the following words and figures, to wit:

State of Indiana

SS:

Hendricks County

In the Commissioners Court,

March Term, 1920.

To the Hon. Board of Commissioners of Hendricks County, Ind.:-

Gentlemen:- We, the undersigned petitioners, represent to your honorable board that we constitute more than fifty free holders and legal voters of Center Township, Hendricks County, Indiana, and we respectfully petition your honorable board that the following duly established public highway situated wholly within Center township, Hendricks County, Indiana, and described as follows, towit:-

Beginning at a point on the section line between sections 20 and 21, township 16 North, range 1 west, about 40 rods North of the West half mile stone of said section 21, said point being in an improved free gravel road, thence South on section lines to a point about 40 rods North of the west half mile stone of section 33, township 16 North, range 1 west, thence in a southwesternly direction to a point in the Danville and North Salem Free gravel road and ending at said point in said Free Gravel road, be improved by grading, bridging, draining and paving with stone, gravel or other road paving material, and by the building of all necessary bridges, culverts and sewers thereon.

We further represent and say that said road so asked to be improved is less than three miles in length, connects at both termini with improved free gravel roads, and that parts of said road are travelled over by rural mail route carriers, and that the said road is used for a route to haul school children over.

Your petitioners further ask that, if upon a hearing of this their petition the same be found sufficient by your honorable board, that it be referred to viewers and a competent engineer for their report upon said proposed improvement herein prayed for, all as provided by statute in such cases, and that said improvement be made not less than

30 feet in width and without an election by the voters of said Center township, and that bonds in series conering a period of ten years be issued and sold to pay the cost of said improvement and all the expenses incident and connected with said proposed improvement and for all general relief.

NAMES.

- L. H. Brown, A. P. W. Bridge, Richard Noland, Chas H. Sheets, Milton Templin, Terry ODonnell, Albert Runyon, J. W. Williams, A. J. Covey, Ed Tinder, Oscar Noland, Frank F. Neavin, John R. Hughes, Walter B. Cox, James Cornthwaite, Frank Catanzarite, Lars Ellis, G. A. Catanzarite, W. A. Hollingsworth, H. L. Parker, C. L. Thompson, R. R. McDaniel, R. T. Arnold, E. G. Randolph, Chas, Williams, Thad S. Adams, Oliver Harris, Tyra Montgomery, W. W. Thomas, WM. J. Bell, W. E. Daugherty, Simon Hadley, S. C. McCoun, Geo. A. Keeney, Sam Porter, R. T. Arnold, Hubert E Brown, Otis E. Gulley, Walter Nave, Cly R. Humston, W. E. Trotter, Chas. E. Williams, Ernest M. Rutledge, Elijah A. Ray, Bruce W. Hamilton, H. E. Nelson, Virgil Day, John Underwood, Steward Pritchett, A. G. Kelleher, Howard Pritchett, J. F. Underwood Jr. F. J. Christie, Chas. T. Clark, Roy Randolph, G. W. Shelton, W. A. King, J. W. Thompson, EM Frazee, John T. Lambert, O. M. McLane, Mell U. Wright, W. J. Hoadley, Joe Hess, M. F. Brady, T. R. Barker, Geo. W. Searce, F. A. Huff.

And the Auditor is hereby directed and ordered by the Board to give notice to said engineer and viewers of their appointment herein and that they shall meet at the Auditor's office at Danville, Indiana, on the 15th of September, 1920, at the hour of 10 o'clock A. M. and qualify for their appointment herein, and said viewers and engineer are then directed to make an inspection of said road and to make a full and complete report on said matter not later than the first day of the December Term, 1920, of the Board of Commissioners of Hendricks County, Indiana,

And further proceedings herein are continued.

Page 333

September 6, 1920.

In the Matter of the Petition of
H. C. Jordan, and others, for
the Improvement of a Public Highway by Tax-
ation in Eel River Township.

Come now the petitioners in the above entitled matter by John T. Hume, their attorney, and it appearing that more than 20 days have elapsed since the former hearing on the petition herein and no remonstrance having been filed by any of the freehold voters of Eel River township, Hendricks County, Indiana, against the improvement herein in these proceedings petitioned for, and no reason appearing to the Board why an engineer and viewers should not be appointed herein the Board does now appoint J. P. Johnson as engineer, whom the Board finds to be a competent civil engineer, and A. F. Bartholomew and Dayton Stuart, as viewers, each of whom the Board finds to be a responsible freeholder and voter of Hendricks County, Indiana, and not a resident of nor the owner of taxable property in Eel River Township, in said county and state.

And now the Auditor is hereby ordered to spread the petition herein of record, which is now accordingly done and which is in the following words and figures, to wit:

State of Indiana
SS:
Hendricks County

In the Commissioners Court,
May Term, 1920.

In the Matter of the Improvement of
A Public Highway in Eel River town-
ship, Hendricks County, Indiana, By Taxation.

To the Hon. Board of Commissioners of Hendricks County, Indiana:-

We, the undersigned, petitioners freeholders and legal voters of Eel River Township, Hendricks County, Indiana, hereby petition your honorable board that the following described public highway, wholly within Eel River Township, in said county and state, to wit:

Beginning at a point in the public highway at the Northeast corner of the North West Quarter of the North West Quarter of Section 20, township 17, North of Range 2 West in Eel River township, Hendricks County, Indiana, and running thence west over and along the public highway between sections 18 and 19, township and range aforesaid, to the eel River Township line and ending at said township line, be improved by grading, draining, and paving with stone, gravel or other road paving material and by the building of all necessary bridges, culverts and sewers thereon.

Your petitioners further show your honorable board that said described highway connects at its Eastern terminus with an improved County Free Gravel Road and at its Western terminus with the township line and that the same is not over three miles in length; that a United States Rural Mail Route and a school wagon route passes over part of said highway above described.

Your petitioners further ask that if upon hearing of this petition the same be found sufficient by your honorable board that the same be referred to viewers and a competent engineer for their report upon said proposed improvement; that said improvement be made

not less
of the
period
H.
Guy Timm
E. Shirle
A. O. Bid
Morton Ha
J. R. Fle
Spears, Ir
Orville So
E. C. Will
Adams R, M
G. W. Zimme
J. B. Bowen
Page, Zach
Trotter, C.
P. Davis, O.
Buckingham, J
W. L. Smith, J
Elder, Wood Gr
Geo. W. Monnig
Clay, C. F. Da
Hadley, Joseph
John Crisp, Ro
Routh, S. D. Mo
Keating, J. W. T
M. D. L. Robbins
Cook, Gerald G.
Jos. M. Otterman
Hendricks, Fay
Rass, Geo. Kirle
Trammel, James May
Geo. W. Buckingham
C. E. Thomson, W.
A. E. Buckalew, A.
Sharp, Homer C. G
Ricks, W. E. Run
And the Auditor

not less than thirty feet in width and without submitting the matter thereof to a vote of the legal voters of said township, and that bonds in series covering ten years period be issued and sold to pay the cost and expenses of said improvement.

NAMES.

H. C. Jordan, Fred Trotter, S. R. Page, Perry McDonald, Frank Gordon, Bert Roe, Guy Timmons, Martin Mahoney, Ned Mahoney, Daniel Mahoney, Gray Witron, E. E. Hunt, E. Shirley, V. C. Osborne, M. M. Apple, Otis R. Coons, L. L. Prebster, G. W. Russell, A. O. Bidgood, J. W. Benson, Harry L. Pace, Joe Disney, Geo. Barber, Frank Shaw, Morton Hardin, Alta Mercer, Isaac Huffman, F. C. Sellers, G. B. Davis, G. F. Hadley, J. B. Fleece, Elmore Morphew, Chas. C. Clay, O. H. Wiseheart, Geo. E. Wendling, Grant Spears, Irene Sommerville Robbins, O. W. Trotter, Robert Lister, Bert Ragan, J. W. Long, Orville Sowder, Harry Dean, G. G. Sowder, S. H. Sheets, J. M. Kersey, R. F. Dean, E. C. Williams, Mrs. Frank Thompson, C. J. Davidson, Walter Wynn, Chas. H. Owen, John Adams E, M. Shawler, Samuel Hicks, Hilary Shawler, E. F. Duckworth, C. M. Frankberger, G. W. Zimmerman, Jacob Page, R. M. Kendall, S. D. Grimes, F. J. Morphew, Geo. W. Robbins, J. B. Bowen, August Anderson, O. M. Walker, L. I. Davis, Brewer Kersey, Ben Neff, J. H. Page, Zack Ragan, W. C. Dickey, Samuel T. Riddell, C. M. Trotter, Delmer VanHook, S. B. Trotter, C. H. Trotter, J. Henry Clay, J. D. Wiseheart, H. C. Gibson, R. F. Hunt, Beng. F. Davis, O. N. Waters, Willis Slavens, James Dodds, Guy Mant, Daniel Hendricks, Wm. Buckingham, J. I. Trotter, C. W. Davis, John T. Gordon, D. R. McHargue, Frank B. Hopkins, W. L. Smith, Nicholas West, W. H. Robbins, J. S. Booker, E. M. Wright, Chas. Fiscus, Sam Elder, Wood Gray, W. E. Smith, O. O. Williams, Chas. Hicks, C. E. Wilson, Andrew Bales, Geo. W. Monniger, Delbert E. Williams, A. J. Robbins, J. O. Emmons, T. H. Miller, Joseph Clay, C. F. Davis, A. A. Porter, Robert Mattix, J. A. Hadley, Thos. G. Durham, J. E. Hadley, Joseph Whiteman, Emory Hunt, L. F. Wyeth, Chas. R. Hunt, Ernest Williams, John Crisp, Roy Gordon, L. S. Page, L. A. Whitenack, John F. Owens, Orpheus Case, A. M. Routh, S. D. Noland, A. B. Fishback, Lester West, Paul Weakley, Oscar Wood, Chas. W. Keating, J. W. Trotter, A. L. Hendricks, Herbert S. Adams, Homer Stewart, John N. Russell, M. D. L. Robbins, John Elder, Virgil Buckingham, John T. Zimmerman, Sam Brown, Chas. E. Cook, Gerald G. Jones, Thos. C. Davis, Harry C. Durham, John Durham Sr., T. J. Wilson, Jos. M. Otterman, Bart Robbins, W. H. Ferguson, Alia Patterson, John Hendricks, E. P. Hendricks, Fay Scott, David Smith, Arthur Spears, E. M. Murphy, Marion H. Roberts, Elmer Ross, Geo. Kirtley, H. D. Myers, James Kirtley, F. M. Myers, Dennis Chambers, Henry Trammel, James May, H. L. Durham, J. W. Hickman, Henry Leach, Frank Clark, L. C. Wilson, Geo. W. Buckingham, E. T. Smith, Sam Neff, F. M. Spaulding, C. C. Myers, Emmett Woodrum, C. H. Thomson, W. T. Riner, C. E. Bratton, W. T. Wren, H. L. Kernodle, W. F. Reynolds, A. B. Hucksley, A. C. Kern, Fred Radford, J. F. Radford, A. R. Ford, R. H. Hypes, Roy M. Sharp, Horace G. Cook, E. T. Ratliff, J. E. Patrick, W. F. Robbins, L. G. Carpenter, Ernest Hicks, W. N. Runion, Chas. Zimmerman, James Alfrey, A. J. Davis, Edger Davis, Fred Clark,

And the Auditor is hereby directed and ordered by the Board to give notice to said

engineer and viewers of their appointment herein and that they shall meet at the Auditor's office at Danville, Indiana, on the 15th day of September, 1920, at the hour of 2 o'clock P. M. and qualify for their appointment herein, and said viewers and engineer are then directed to make an inspection of said road and to make a full and complete report on said matter not later than the first day of the December Term, 1920, of the Board of Commissioners of Hendricks County, Indiana,

And further proceedings herein are continued.

IN THE MATTER OF THE PETITION OF
MELVIN GIBBS ET AL FOR
THE IMPROVEMENT OF A PUBLIC HIGHWAY BY TAX-
ATION IN WASHINGTON TOWNSHIP.

Come now The petitioners in the above entitled matter by John T. Hume, their attorney and it appearing that more than 20 days have elapsed since the former hearing on the petition herein and no remonstrance having been filed by any of the freehold voters of Washington township, Hendricks County, Indiana, against the improvement herein in these proceedings petitioned for, and no reason appearing to the Board why an engineer and viewers should not be appointed herein the Board does now appoint J. P. Johnson as engineer, whom the Board finds to be a competent civil engineer, and Leon Eaton and Claud Hollett, as viewers, each of whom the Board finds to be a responsible freeholder and voter of Hendricks County, Indiana, and not a resident of nor the owner of taxable property in Washington Township, in said county and state:

And now the Auditor is hereby ordered to spread the petition herein of record, which is now accordingly done and which is in the following words and figures, to wit:

State of Indiana
Hendricks County

SS: In the Commissioners Court,
June Term, 1920.

In the Matter of the Improvement of
a Public Highway in Washington Town-
ship, Hendricks County, Indiana.

To the Hon. Board of Commissioners of Hendricks County, Indiana:-

We, the undersigned petitioners, represent and say that we constitute more than fifty (50) freeholders and legal voters of Washington Township, Hendricks County, Indiana, and we hereby respectfully petition your honorable board to improve by grading, draining,

bridging, and graveling and doing all the necessary things to properly improve under and pursuant to the Three Mile Road Law and amendatory acts the following described public highway, lying and being situated and located wholly in said Washington township, in said county and state to wit:

Beginning at a point in an improved Free Gravel Road at the Southwest corner of Section 17, township 15 North, range one east in Washington township, Hendricks County, Indiana, thence east over and along the public highway between sections 17 and 20, township and range aforesaid, and between sections 16 and 21, township and range aforesaid, so far as said public highway follows said section lines, thence following said public highway in a Southeasterly direction through said section 21 until it intersects the section line between sections 21 and 22, township and range aforesaid, thence South on said line to the township line between Washington and Guilford township, Hendricks County, Indiana, and ending at said township line.

Your petitioners say that said public highway as above described and herein asked to be improved is less than three miles in length and connect at one end with an improved Free Gravel Road and at the other end with the township line; that a United States Mail Route passes over said highway.

We recommend that said highway be improved by using gravel for the surfacing of said road and that said road be made not less than thirty feet in width.

Wherefore we ask that your honorable board make said improvement without submitting the matter to a vote of the legal voters of the township, and that the bonds issued to provide funds for such improvement be in series covering a period of ten years; that viewers and an engineer be appointed to view the same and make their report and we ask for all other steps to be taken to make said improvement.

NAMES.

Melvin Gibbs, Charles Quilen, David A. Tudor, S. B. Mullen, A. A. Ross, C. W. Hughes, Isaac Wood, Geo. W. Cassity, Chas. Kuhler, Wesley Brown, Virgil Hoadley, Hugh C. Brown, A. Hoadley, Walter Brown, Carl D. Hoadley, Rufus Russell, Raymond Briner, W. N. Barker, Walker McClain, H. C. Hadley, C. D. Renick, Emmett Louis, E. M. Jenkins, Mckerde Smith, James Bawldwin, Douglas Givan, Will Yelton, John Wear, Wm. S. Simmons, E. E. Blair, C. M. Roark, Harvey Hurin, Byron E. Cox, A. W. Hurin, M. S. Glidewell, Ivan. S. Glidewell, A. R. McClain, J. B. Wood, H. E. Wood, L. L. Pounds, Leslie Selch, Elmer E. Hornaday, E. E. M. C. Hill, W. S. Gibbs, Geo. W. Jessup, Frank H. Jessup, M. M. Hollingsworth, C. L. Jessup, G. R. McClain, C. D. Hollingsworth, A. E. Jones, D. R. Jones, J. W. Robinson, G. W. Walls, Robt. F. Ramsey, G. M. Fordyce, W. N. Parsons, C. A. Parsons, A. A. Parsons, Elmer Crums, C. G. Kingsbury, H. D. Barlow,

And the Auditor is hereby directed and ordered by the Board to give notice to said engineer and viewers of their appointment herein and that they shall meet at the Auditor's office at Danville, Indiana, on the 16th day of September, 1920, at the hour of 10 o'clock A. M. and qualify for their appointment herein, and said viewers and engineer are then directed to make an inspection of said road and to make a full and

September Term, 1920.

complete report on said matter not later than the first day of the November Term, 1920, of the board of Commissioners of Hendricks County, Indiana.

And further proceedings herein are continued.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

Geo G. Sullivan
J. H. Brickett

Board of Commissioners.

October 4, 1920.

IN THE MATTER OF THE PETITION
OF CHARLES MILLER ET AL FOR
IMPROVEMENT OF HIGHWAY BY TAXATION IN
WASHINGTON TOWNSHIP_ HENDRICKS COUNTY_ INDIANA.

Comes now the petitioners in the above entitled cause and it appears to the satisfaction of the Board of Commissioners of Hendricks County, Indiana that a petition containing the names of more than fifty free holders and voters of Washington Township Hendricks County, Indiana was filed in the office of the Auditor of Hendricks County, in the State of Indiana on the 7th day of September, 1920.

And it further appears to the Board of County Commissioners that at the time of filing of said petition the same was set for hearing on the 4th day of October, 1920, as shown by endorsement thereon of Charles A. White, Auditor of Hendricks County, in the State of Indiana which endorsement is in words and figures as follows, to wit: (H.I.) And said petition now comes on for hearing before the Board, said petitioners produce and file the affidavits of Julian D. Hogate, Editor and publisher of the Republican, and of Alvin Hall, Editor and publisher of the Danville Gazette, two weekly newspapers of general circulation throughout Hendricks County, and printed and published in the English language in the town of Danville, Hendricks County, Indiana, the county in which said highway proposed to be improved is located, which said affidavits and notices thereto attached being in words and figures as follows, to-wit: (H. I.)

And it appears to the satisfaction of said Board of County Commissioners by said affidavits that due notice of the filing, time and place of hearing said petition was given in said newspapers by two consecutive weekly publications therein the first of which publication was on the 9th day of September, 1920 and the last on the 16th day of September, 1920.

And said petitioners now also present and file the affidavit of Otis E. Gulley, of said county and state showing that three notices were posted in Washington Township, Hendricks County, Indiana the township in which said highway proposed to be improved is located, which affidavit including a copy of the notice so posted is in words and figures as follows, to-wit: (H.I.), from which affidavit it appears to the satisfaction of the Board of County Commissioners that due notice of the filing of said petition and the time and place of hearing the same was duly given by posting copies of said notice containing a copy of said petition together with the time and place of hearing the same as endorsed on said petition, in three public places in Washington Township, Hendricks County, Indiana for more than fifteen days before the 4th day of October, 1920. And said petitioners now also present and file the certified statement of Charles A. White, Auditor of Hendricks County, Indiana of the posting of said notice at the door of the court house in Danville, Hendricks County, Indiana which certified statement and copy of notice attached thereto are in words and figures following, to-wit: (H.I.) from which certified statement and copy of notice attached thereto it appears to the satisfaction of the Board that a duly certified copy of said notice containing a copy of said petition with the time and place of hearing the same endorsed thereon was

October Term, 1920.

duly posted at the door of the court house in said county for more than fifteen days before the 4th day of October, 1920, the day fixed by endorsement upon said petition by said Auditor as the day for the hearing of said petition by this Board.

And it further appears to said Board that no tax payers of Washington township, aforesaid in said county and state has filed any objection to the form or sufficiency of said petition and the Board having examined said petition and being fully advised and informed in the premises does now find the same to be sufficient and in due form as provided by the statute of the State of Indiana that the same was filed in the office of the auditor of Hendricks County, Indiana on the 7th day of September 1920 and by endorsement in writing on said petition said auditor fixed the same for hearing and presenting the same to this Board on the 4th day of October, 1920 the same being the 1st day of the regular October Term, 1920 of the Board of County Commissioners of Hendricks County, Indiana.

The said Board of County Commissioners further finds that said petition is signed by more than fifty free holders and legal voters of Washington township Hendricks County, Indiana that said highway proposed to be improved under said petition is not over three miles in length and that it connects at the South end thereof with an improved gravel road and at the north end thereof with an improved free gravel road and that the same lies wholly within Washington township, Hendricks County, Indiana.

It is therefore adjudged by the Board of County Commissioners of Hendricks County, Indiana that said petition is sufficient in form and substance and that all notices as required by statute as to the time and place the same was set for hearing have been properly given and time is now given for remonstrance and this cause is continued.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

Board of Commissioners.

November 1, 1920.

STATE OF INDIANA SS:
COUNTY OF HENDRICKS

In the Commissioners Court
November Term, 1920.

Monday November 1st, 1920.

The Board of Commissioners of Hendricks County, Indiana are met in regular session in the room of the commissioners court in the town of Danville, Hendricks County, Indiana, it being the first Monday in the month of November 1920.

Present:- John D. Brickert, John G. Shelton and Clarence Phillips, all members of said board.

The following proceedings were then had to-wit:-

IN THE MATTER OF THE PETITION
OF CHARLES MILLER ET AL FOR
IMPROVEMENT OF A PUBLIC HIGHWAY IN
WASHINGTON TOWNSHIP, HENDRICKS
COUNTY, INDIANA.

Comes now again the petitioners herein and more than 20 days having elapsed since the day set for hearing of petition herein and no remonstrance having been filed by any of the free holders or legal voters of Washington Township, Hendricks County, Indiana it is now hereby ordered by the board that the petition in this proceedings be spread of record upon the records in the Auditors office, of Hendricks County, Indiana, kept for such purposes all of which is now done and said petition being in words and figures following, to-wit:

STATE OF INDIANA SS:
HENDRICKS COUNTY

IN THE COMMISSIONERS' COURT
SEPTEMBER TERM, 1920.

TO THE HONORABLE BOARD OF
COMMISSIONERS OF HENDRICKS COUNTY, INDIANA.

Come now the undersigned petitioners and respectfully show that they constitute more than fifty free holders and voters of Washington Township in Hendricks County, State of Indiana and they respectfully petition your Honorable Board to construct a free gravel or macadamized road in said Washington Township by improving, grading, ditching, draining, building bridges, approaches to said bridges and all necessary culverts thereon and to construct and improve said highway in said Washington Township out of gravel, stone or other road paving and road building material; said highway so petitioned for beginning at what is known as the Rockville road, the same being an improved free gravel road, at the South half mile stone of section five, Township 15 North, of Range two east and extending thence due North on the Center line of said section for one mile to the North half mile stone of said Section on the North line thereof, where it intersects an improved free gravel road known as the Tenth Street Road or Siggerson road; the entire length of said highway petitioned to be improved being only one mile and extending over, upon and along a public highway now established

and all of said highway proposed to be improved being located and situated in said Washington Township, Hendricks County, Indiana.

Said petitioners show that said Highway herein described, that they ask to be improved is about 32 feet in width and less than three miles in length, to-wit: one mile connecting at South terminus with an improved free gravel road known as the Rockville road and at the North terminus with an improved free gravel road known as Tenth Street road or Siggerson road.

Your petitioners further respectfully show that the portion of said highway asked to be improved herein is traversed by a United States Mail route and has located upon it four farm residences, a public school building and a church building.

Wherefore your petitioners pray that the above described highway be improved by grading, draining and constructing the same out of gravel, stone or other macadamized or road building material and by building bridges and the approaches thereto and all necessary culverts thereon pursuant to the statutes of the State of Indiana.

Your petitioners further ask that said improvement be made without an election of voters of the said Washington Township and they ask that bonds be sold to pay for the cost of said improvement and that they be issued in a series, payable in 10 years from the issuance thereof and that the Board of Commissioners take all necessary steps to provide for the improvements herein asked for and to provide for the costs thereof.

NAMES.

Chas. Miller, Walter Hadley, Wm. Merritt, Geo. W. Simmons, Orian S. Merritt, Wm. S. Simmons, Alva Rice, Mary Lines, Carl B. Euliss, James B. Norris, J. A. McClain, Anton Mervan, May McClain, Wm. Clark, Arthur Parsons, Alfred A. Clark, W. T. Sumpter, Samuel H. Robert, J. W. Frazee, Samuel M. Fitch, J. H. Denney, Peter Ford, T. E. Travis, Maria Long, H. A. Reid, E. H. Davis, Frank E. Hessong, Fletcher McCalment, Will J. Yelton, C. O. Medsker, Eddie E. Blair Jr. D. W. Carter, Sam Perkins C. E. Givan, Urban S. Money, Stuart McCalment, Bert DeLong, Wm. G. Merritt, Isaac Clark, A. A. Ross, Hugh Brown, J. H. Ferree, Herman Barker, Robert Euliss, Seth Ross, Ward. B. Hill, T. V. Euliss, May Merritt, Frank V. Hadley, Fred. A. Price, Allin Banmann, Geo. Clodfelter, Joseph Watking, Jone Watking, J. A. Hawkin, C. M. Roark, Cal Cutrell Isaac Parsons, W. S. Simmins, Hattie Parsons, E. E. McKee, W. T. Walton, Edward Mills, H. B. Walton, J. W. Parsons, M. S. Glidewell, J. M. Terrell Laura A. Glidewell, Wm. Nickerson, Clifford L. Jessup, Fred Marchal, J. D. Fearthy, Byron N. Cox, Walter Bradford, Harvey Hurin, J. W. Price, Chas. E. Hurin, G. C. Price, Virgil Hurin, Geo. Mann, Earl E. Gorrell, John Sux, D. R. Jones, Dr. Earl Ferree, M. E. Jones, Chas. N. Larsh, A. R. McClain, Isaac Hodson, S. B. mullen, Martin J. Dugan, Geo. W. Cassity, Thomas J. Dugan, J. W. Barnett, Alfred Cox, S. N. Meritt, Annie Cox, F. Carter, Mary E. Watt, H. C. Hadley, B. W. McClain, G. R. McClain.

And now the board appoints as viewers, ~~Adm~~ C. A. Henson, and Ellison Arbuckle two responsible free holders and legal voters of Hendricks County, Indiana neither of whom is a resident of said Washington Township, or the owner of any taxable property therein.

Said Board also appoints Jesse P. Johnson the duly elected qualified and acting surveyor of Hendricks County, Indiana as the civil engineer to act with said viewers in the doing of the matters and the things required of them by law in said proceedings.

And it is now ordered by the board that said viewers and engineer shall meet in the auditors office in the town of Danville, Indiana, Hendricks County, Saturday, the 10th day of November, 1920 at the hour of 10 o'clock a.m. of said day and then and there take and subscribe an oath to faithfully and impartially discharge such duties as the law imposes in such cases.

It is further ordered by the board that said engineer and viewers file in the Auditors office of this county a report of their determination in regard to said public improvement on the 1st Monday of January, 1921.

And further proceedings herein are continued.

STATE OF INDIANA, SS:
HENDRICKS COUNTY,

In the Matter of the Petition of
Martin Hart et al for
a Free Gravel road in Lincoln
Township, Hendricks County.

TO THE HONORABLE BOARD OF COMMISSIONERS:

We, the undersigned Engineer and Superintendent in charge of the construction of of said above named road, respectfully report: That the contractor D. H. Fatout has completed each and every part of said road from station 0 plus 00 to Station terminus according to the plans and specifications under which the contract was awarded; and that the road has been completed in detail as follows:

- 1st. The culberts and bridges have been completed according to the plans and specification
- 2nd. The sub-grade has been completed and the excavations and embankments completed according to the lines and figures indicated on the profile.
- 3rd. The quality and quantity of the material used in paving said road is the same as required by the plans and specifications adopted by said Board of Commissioners and filed in the Auditor's office of said County and State, except for a slight waviness in the first 40 stations and a few spots that seem inclined to ravel also some rough concrete work in curbing. These are blemishes however which the contractor cannot remedy now.

November Term, 1920.

J. P. Johnson...Engineer

Wm. D. Corrie...Superintendent.

Subscribed and sworn to jointly and severally before me this 24 day of November, 1920.

Chas. A. White

Auditor of Hendricks County, Indiana.

Approved this 6th day of December, 1920, except that \$800.00 on the contract price is retained by the Board to take care of some leveling on said road in the Town of Brownsburg.

C. B. Phillips,

J. D. Brickert

Board of Commissioners of Hendricks
County, Indiana.

In the Matter of the
James P. Christie et al Road.

Comes now the contractor and it appearing to the Board that the contractor cannot complete the consideration of the above road within the term fixed by his contract and that the delay is due to no fault of the contractor, the term for the completion of the same is extended to the 1st day of September, 1921.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

J. D. Brickert

December 6, 1920.

State of Indiana, SS:
Hendricks County,

In the Matter of the John W. Tharp et al
highway Improvement in Lincoln Township,
Hendricks County, Indiana.

In the Commissioner's Court,

December Term, 1920.

Come now the petitioners for the John W. Tharp et al Improvement of Highway, and it appearing to the satisfaction of the Board of Commissioners that the petition, heretofore filed contains more than Fifty (50) free holders and legal voters of Lincoln Township, Hendricks County, Indiana, and that said petition was duly filed in the office of the Auditor of Hendricks County on the 8th day of November, 1920, and it further appearing that at the time of filing said petition the same was set for hearing on the 6th day of December, 1920, as shown by endorsement thereon of Chas. A. White, auditor of Hendricks County, Indiana, which endorsement is in words and figures as follows, to-wit: (here insert) and said petition now coming on for hearing before the Board of Commissioners, said petitioners now present and file the affidavits of Julian D. Hegate and Alvin Hall, printers and publishers of the Danville republican and Danville Gazette, two weekly newspapers of general circulation, printed and published in Danville, Hendricks county, Indiana, the County in which the Highway proposed to be improped is located which affidavits and notices thereto attached, are in words and figures as follows, to-wit:-(here insert) and it further appearing that the last of said notices were published more than 15 days before the day set for hearing said petition. And now said petitioners also produce and file the affidavit of John W. Tharp resident of Lincoln Township, Hendricks County and State of Indiana, which affidavit with the notice thereto attached, is in words and figures as follows, to-wit: (here insert), from which it appears that due notice of the filing of said petition and the time and place of hearing the same was given by posting copies of said notice in Lincoln Township, Hendricks County, Indiana, in three public places, said proposed Highway improvement being in said Township, said notices being posted more than fifteen (15) days before the day set for hearing. And said petitioners also produce and file the affidavit and notice thereto attached of Chas. A. White, Auditor of Hendricks county, Indiana, which affidavit and notice thereto attached, are in words and figures as follows, to-wit: (here insert) from which it appears that a copy of said notice was duly posted at the Court House door more than 15 days before the day set for hearing petition. And it further appearing that no taxpayer of said Lincoln Township has filed any objection to the form or sufficiency of said petition, the Board of Commissioners now finds that said petition is in due form and sufficient; That due notice has been given to the taxpayers of said Lincoln Township of the pendency of said petition and of the day set for the hearing thereof, that the same was filed in the office of the Auditor of said Hendricks County, on the 8th day of November, 1920, and by proper endorsement thereon

the same was set for hearing on the 6th day of December, 1920. That said highway proposed to be Improved is wholly within Lincoln Township, Hendricks County, Indiana, is less than three (3) miles in length and has its termini in Free Gravel Roads.

It is therefore adjudged and decreed by the Court, that said petition is sufficient in form and substance, that due notice has been given of the filing thereof and of the time and place of hearing of the same and that no objections have been filed as to the form or sufficiency of said petition.

And now this cause is continued.

Engineers and Superintendent's Report.

December 17, 1920.

STATE OF INDIANA, SS:

HENDRICKS COUNTY

In the Matter of the petition of

Henry Hunt et al for a

Free Gravel Road in Marion

Township, Hendricks County.

TO THE HONORABLE BOARD OF COMMISSIONERS:

We, the undersigned engineer and Superintendent in charge of the construction of said above named road, respectfully report: That the contractor O. J. Larkin has completed each and every part of said road from Station Oplus 00 to Station terminus according to the plans and specifications under which the contract was awarded; and that the road has been completed in detail as follows:

1st. The culverts and bridges have been completed according to the plans and specifications.

2nd. The sub-grade has been completed and the excavations and embankments completed according to the lines and figures indicated on the profile.

3rd. The quality and quantity of the material used in paving said road is the same as required by the plans and specifications adopted by said Board of Commissioners and filed in the Auditor's office of said County and State.

J. P. Johnson.....Engineer

Henry Hunt.....Superintendent.

Subscribed and sworn to jointly and severally before me this seventeenth day of December, 1920.

Auditor of Hendricks County, Indiana.

Approved this 27 day of December, 1920.

C. B. Phillips,

John G. Shelton,

J. B. Brickert,

Board of Commissioners of Hendricks
County, Indiana.

December 21, 1920.

State of Indiana,
SS:
Hendricks County,

Hendricks Circuit Court

November Term, 1920.

James J. Nejd1

vs

JohN D. Brickert

John G. Shelton

Clarence B. Phillips, Constituting
the Board of Commissioners of Hendricks
County, state of Indiana.

JUDGMENT

Come now the parties, the plaintiff by Edgar M. Blessing, counsel, and the defendants by their Counsel Carey W. Gaston and it is agreed in open court that the court by agreement shall find that plaintiff is entitled to the relief prayed for in his complaint and that judgment may be rendered cancelling and setting aside the contract of the plaintiff with the defendants for the construction of the improvement in Hendricks County, state of Indiana, known as the Frank A. Haynes et al road and that the judgment of the Board of Commissioners of Hendricks County, state of Indiana, awarding the contract for said road to the plaintiff be set aside and held for naught.

And now the court upon the agreement of the parties renders the following judgment:

It is therefore now considered, adjudged and decreed that the contract between plaintiff and the defendants, constituting the Board of Commissioners of Hendricks County, state of Indiana, for the construction of the improvement in Hendricks County, state of Indiana, known as the Frank A. Haynes et al road be and the same is hereby cancelled, set aside and held for naught and the plaintiff is hereby released and

and fully discharged from performing said contract or any part thereof;

And it is further ordered, adjudged and decreed that the judgment of the Board of Commissioners of Hendricks County, state of Indiana awarding said contract for the construction of the said Frank A. Haynes et al road be and the same is hereby set aside, vacated and declared to be of no force and effect and held for naught.

It is further ordered and adjudged that a transcript of this judgment be by the clerk of the Hendricks Circuit Court filed with the Auditor in the Auditor's office of Hendricks County, Indiana and that the plaintiff herein pay the costs of this proceeding all of which is finally and fully ordered, adjudged and decreed.

State of Indiana

Hendricks County SS:

I, Alvin Woodward, clerk of the Hendricks Circuit Court hereby certify that the above and foregoing transcript of judgment is a true copy of the judgment entered by the court in the case of James J. Nejd1 vs John D. Brickert, John G. Shelton, and Clarence B. Phillips, constituting the Board of Commissioners of Hendricks County, state of Indiana on the 21st day of December, 1920.

Witness my hand and official seal this 21st day of December, 1920.

Alvin Woodward

Clerk of the Hendricks Circuit Court,

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December 23, 1920.

STATE OF INDIANA

OFFICE OF THE STATE BOARD OF TAX COMMISSIONERS

In the matter of the petition of
Hendricks County Board of Commis-
sioners for approval of a bond is- No. 1911.
sue of \$218,000 for the construc-
tion of the Frank A. Haynes Road
in said County.

December 22, 1920.

The petitioner on June 8, 1920 filed application in due form, asking the Board's approval of bonds or evidences of indebtedness to the amount of \$218,000 for the construction of the Frank A. Haynes Road in Hendricks County, Indiana petitioned for under the county Unit Law, and thereafter filed proof showing publication of due notice to the taxpayers of the taxing district affected by such issue, of the time and place of the hearing of said matter.

The Board having considered such petition and the facts connected with the matter, and being fully advised, finds that a necessity does not exist for the issuance of such bonds or evidences of indebtedness and said petition should not be granted.

Therefore, the Board now disapproves the issuance of bonds or evidences of indebtedness for the purpose above stated.

STATE BOARD OF TAX COMMISSIONERS OF INDIANA.

FRED A. SIMS, Chairman.

Attest:

WM. C. HARRISON, Secretary.

In the matter of the petition of
Hendricks County Board of Commis-
sioners, for approval of a bond is- No. 1911 .
sue of \$218,000 for the construc-
tion of the Frank A. haynes Road in
said county.

STATE OF INDIANA

OFFICE OF THE STATE SS:

BOARD OF TAX COMMISSIONERS

I, William C. Harrison, Secretary of the State Board of Tax Commissioners, hereby certify that the above and foregoing is a full, true and correct copy of the order made

and entered by said Board in the above entitled matter on the 22nd day of December, 1920.

WITNESS my hand and the seal of said Board this
22nd day of December, 1920.

Wm. C. Harrison
Secretary.

December 27, 1920.

In the matter of John W. Tharp
et al Petitioners for the
improvement of a Highway in
Lincoln Township, Hendricks County.

In the Commissioners Court

December 27, 1920.

Come now again the petitioners and show to the Court that more than twenty days have passed since the hearing upon their Petition, which the Board of Commissioners found to be in due form and that due and legal Notice had been given of the filing and pendency of said petition.

And your petitioners would further show that no remonstrance or other objection has been filed against said petition.

The Board of Commissioners therefore find that said petition should be spread of record and that viewers should be appointed to examine said proposed Highway and report thereon to the Board of Commissioners.

It is therefore ordered, adjudged and decreed by the Court that said petition be spread of record as a proceeding pending for the establishing of said proposed highway said petition being in words and figures as follows, to-wit:

State of Indiana,
SS:
Hendricks County,

TO THE HONORABLE BOARD OF COMMISSIONERS.

Come now, the undersigned petitioners and represent to the Board of Commissioners that they constitute more than fifty free holders and voters of Lincoln Township, Hendricks County, Indiana and they respectfully petition your honorable Board to construct a free gravel or macadamized road in said Lincoln Township by improving by grading, ditching, draining, building bridges, culverts and approaches thereto and to construct

and improve said highway in said Lincoln Township out of gravel, stone or other approved paving or road materials.

Said highway so herein petitioned for beginning at a point on the county line between Hendricks and Marion Counties in the State of Indiana and on an improved highway said beginning point being at the North East corner of Section 8 in township 16 north of Range 2 East and running thence West for a distance of about one and one fourth Miles on the Section line dividing Sections 5 and 8 and Sections 6 and 7 at the Martin Hart Free Gravel Road and being on and over a public highway already established along said line, all of said highway being in Lincoln Township, Hendricks County and State of Indiana.

Said petitioners show that said highway herein described, which they ask to be improved is about 30 feet in width and less than three miles in length, to-wit:- One and one fourth miles in length, and terminating as aforesaid in free gravel roads.

Wherefore your petitioners pray that the above described highway be improved by grading, draining and constructing the same out of gravel, stone or other approved road materials and by building bridges and culverts and proper approaches thereto the same pursuant to the laws of the State of Indiana.

Your petitioners would further ask that said improvement be made with out an election of voters of said Lincoln Township and they ask that bonds be sold to pay the costs of said improvement and that they be issued in a series, payable in ten years from their issuance and that the Board of Commissioners take all the necessary steps to provide for the improvements herein prayed for and to provide for the costs.

NAMES.

John W. Tharp, John Doyal, Wallace Tyler, W. E. Doyal, J. E. Barnhill, J. E. Winnings, Thomas A. Haggard, Frank Grimes, Horatio Brown, Thomas Hart, Wm. H. Crouch, G. C. Hornaday, J. R. Moore, Geo. Ruse, A. M. Turpin, H. E. Tharp, M. T. Hunter, Ernest Poland, Chas. W. Frazee, Evert Hampen, A. D. Northcutt, O. N. Bersot, G. G. Campbell, C. B. Davison, J. C. Carter, Thos. Pooch, A. T. Burden, Elmer Hester, E. W. Huddleston, Carl Marker, J. C. Walker, O. F. Brown, Riley Smith, T. G. Smith, John L. Marsh, Bert Henderson, James W. Ferree, J. Burnough, E. E. Bell, Bertie Hollitt, James B. Hollett, A. O. Chamness, Alcie S. Hollett, W. I. Herdrich, I. N. Mugg, A. Miller, Olive Miller, M. Ennis, O. B. Garner, C. A. Henson, John A. Adams, A. C. Phillips, C. E. Lingeman, Bob Mullendon, Lawrence Fox, John Symmonds, A. C. Ayers, Wm. Herdrich J. F. Lingeman, R. F. Greely, Laura J. May, R. E. Mowry, Pat F. Moran, V. S. Watson, Lincoln Canary, R. R. Hughes, John Kearns, I. A. Arbuckle, Patrick Hart, Chas. F. Owens, William Kearns, Oliver Lowder, Martin Hart, B. A. White, Herman Canary, John F. Walsh, Mrs. Herman Canary, Nora Walsh, O. H. Button, Leslie White, W. R. Hough, O. O. Kelley, Mary Hough, Nellie Kelley, O. W. Rader, G. A. Nash, Manda Nash, Mary McDaniel, Wilda Johnson, R. A. Fuson, Geo. E. Davis, Eva B. Davis, W. F. Evans, Mrs. W. F. Evans, C. McCasin, Claud B. Hollett, E. L. Hunt, M. A. Arbuckle, Elza Henson, S. N. Lingeman, Geo. Reitzel, I. W. Henson.

December Term, 1920.

Leon Eaton, Charles Coffin⁴ responsible free holders and voters of said Hendricks County, Indiana, and not citizens of Lincoln Township, Hendricks County, Indiana, nor owners of taxable property located in said Township, together with J. P. Johnson, civil Engineer, be and they are hereby appointed viewers and they are hereby directed to organize by meeting at the Auditors office of said Hendricks County, within days and after duly qualifying as viewers, proceed to examine said proposed improvement and make due report thereon on the 7 day of the February, term of the Board of Hendricks County Commissioners and this cause is continued.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

J. P. Brickett

Board of Commissioners.

January 3, 1921.

In the matter of the petition of
W. A. MECLure et al for the im-
provement of a public highway by
taxation in Liberty township,

Come now the petitioners in the above entitled matter and it appearing that more than 20 days have elapsed since the former hearing on the petition herein and no remonstrance having been filed by any of the free hold~~er~~ voters of Liberty township, Hendricks County, Indiana, against the improvement herein in these proceedings petitioned for, and no reason appearing to the Board why an engineer and viewers should not be appointed herein the Board does now appoint J. P. Johnson as engineer, whom the Board finds to be a competent civil engineer, and E. A. Scearce and Bailey Gentry, as viewers, each of whom the Board finds to be a responsible freeholder and voter of Hendricks County, Indiana, and not a resident of nor the owner of taxable property in said Liberty township.

And now the Auditor is hereby ordered to spread the petition herein of record, which is now accordingly done and which is in the following words and figures, to-wit:

State of Indiana,

SS:

Hendricks County,

In the Commissioner's Court.

In the matter of the Improvement of a public
Highway in Liberty township, Hendricks County, Indiana.

TO THE HONORABLE BOARD OF COM MISSIONERS OF HENDRICKS COUNTY.

Gentlemen: We the undersigned, petitioners represent to your honorable Board that we constitute more than fifty free holders and legal voters of Liberty Township, Hendricks County, Indiana, and we respectfully petition your honorable Board that the following duly established public highway situated wholly within said Liberty Township, and upon the following described line, to-wit:

Beginning at the north line of what is commonly called the National, or Cumberland road on section line between Sections 8 and 9, Township 14 North, Range 1 West and from thence North on said Section line to section line on the north of said two sections; from thence west on said section line for a distance of about 50 rods; thence north through the east half of Section 5, Township 14 North, Range 1 West for a distance of about one half mile to a line passing through the center of said Section 5; thence east on said line for a distance of 50 rods to section line between Sections 4 and 5, Township and range aforesaid; thence north on section line for a distance of about one half mile and terminating in the T. H. Mitchell Free Gravel Road, be improved by grading, draining and paving with stone, gravel or other road paving Material, and by the building of all necessary bridges, culverts and sewers thereon.

Your petitioners further show to your honorable board that said described highway is less than three miles in length; that it connects at each end with an established Free Gravel Road, and that a United States mail route runs over and upon the same.

Your petitioners further ask that, if upon a hearing of this petition the same be found sufficient by your honorable board, the same be referred to viewers and a

competent engineer for their report upon said proposed improvement; that said improvement be made 30 feet inwidth, and that bonds in series covering a period of ten years be issued and sold to pay the costs of said improvement and all the expenses incident and connected therewith allowed by law:

NAMES:

W. A. McClure, J. Frank Edmonson, John W. Good, A. R. Marley, Clarence Cox, Lawson Cox, Eugene Edmonson, James Thompson, Frank Sparks, Phil Pursell, R. J. Overman, W. F. Lane, Alvin Woodward, Grant W. Stone, E. H. Little, D. B. Wills, C. F. Edmonson, C. C. McCormick, Sig bolen, T. W. Peck, Chas. Coopridge, M. M. Short, John Alexander, Leonard Franklin, C. O. Haines, J. S. Patterson, E. A. McGinnis, Elvin Busby, L. D. John, C. E. Shields, M. W. Brooks, Leroy Rhoades, E. A. Alexander, Chas. P. Clawson, Melvin Johnson, Reub Rushton, Burnice Boyd, L. a. Bry, Robt. Bayliss, W. D. Barnes, Oattie M. Stout, E. V. Milhon, J. W. Milhon, G. W. Reitzel, D. E. Hiatt, John Thompson, Raymond Stout, W. M. Mynatt, Chas. Fletcher, Geo. Hodge, Jesse Barnes, R. D. Stone, Jacob Scherer, D. M. Richardson, W. O. Allen, R. E. Jones, G. A. Mason, John Raber, D. A. Anderson, Benj. Scott, N. V. Feltz, A. G. Hayworth, Leslie Beadle, J. D. Ryan, Carl Brenner, V. S. Hamblen, Frank Howe, Geo. R. Short, B. H. Franklin, Guy C. Boyd, R. L. Ader, J. L. Edmonson, Earl Duncan, Owen Kendall, N. H. Kendall, Wm. Gibson, Amos L. Mitchell, T. H. Mitchell, Albert H. Worrell, Ed. Hubbard, R. C. Moon, W. A. Coble, Morton Foster, Wm. Weesner, Leslit Stone, Chas. N. Cromwell, L. J. Tomlinson, C. B. Nicholson, Wllen Rogers, J. W. Hussey, James L. Rogers, W. W. Sawyer, H. P. HopKins, Chas. Burton, J. T. Hobson, W. A. McCormack, J T. Busby, E. J. Staley, Wm. Burns, John H. Hall.

And the Auditor is directed and ordered by the Board to give notice to said engineer and viewers of their appointment herein and it is ordered that they shall meet at the auditor's Office at Danville, Indiana, on the 12th day of January, 1921, at the hour of 10 o'clock a. m. and qualify for their appointment herein, and said viewers and engineer are then directed to make an inspection of said road and to make a full and complete report in said matter not later than the day of 1921, the same being the first day of Term, 1921, of said Board of Commissioners of Hendricks County, Indiana.

And further proceedings herein are continued,

January Term 1921.

In the matter of the petition of
Charles Thompson et al for the
improvement of a highway by taxation
in Liberty township, Hendricks County, Indiana.

Come now the petitioners in the above entitled cause of action and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than 50 freeholders and voters of Liberty township in said county and state was filed in the office of the county auditor of said county on the 13th day of April 1920; and it further appearing to said board that at the time of filing of said petition the same was set for hearing on the 3rd day of May, 1920 as shown by the indorsement of Charles A. White, auditor of said Hendricks County, on the petition, which indorsement is in the words and figures as follows, to-wit: ~~S/~~ (H. I.).

And it further appearing to said board that no action was taken on said petition because of the prevailing high prices for materials, now said petitioners asking for action on said road and improvement the said petitioners produce and file the affidavits of Julian D. Hegate, editor and publisher of the Republican, and of Alvin Hall the editor and publisher of the Danville, Gazette, two weekly newspapers of general circulation printed and published in the English language at Danville, Hendricks County, state of Indiana, which affidavits and the notices thereto attached are in the words and figures as follows, to-wit/ (H.I.)

And it appearing from said affidavits to the satisfaction of said board that due notice of the filing and the time and place of hearing said petition was given in said newspapers, representing the two political parties casting the highest number of votes at the general election preceding such publication, by two consecutive weekly publications therein, the first of which publications was on the 15th day of April, 1920 and the last on the 22 day of April, 1920.

And said petitioners now also produce and file the affidavits of Wm. Harrison of said county and state, which affidavit and the notice attached thereto are in the words and figures as follows; (H.I.); from which affidavit it appears that due notice of the filing of said petition and the time and place of hearing of the same was duly given by said affiant by posting copies of said petition with the time and place of hearing in three public places in Liberty township said county and state aforesaid for more than 15 days before the 3rd day of May, 1920.

And said petitioners ~~also~~ also produce and file the affidavit of Edgar M. Blessing, which affidavit and the notice attached thereto are in the words and figures as follows; (H.I.) from which affidavit and notice it appears that a copy of said petition and the time and place of hearing thereof was duly posted at the court house door at Danville, Indiana for more than 15 days before the 3rd day of May, 1920.

And it further appearing to the board that at no time since said petition was filed any taxpayer of said township aforesaid has filed any objection to said petition,

nor any number of such taxpayers, and the board having examined said petition, does now find the same sufficient and in due form and according to law; that the same was filed in the office of the auditor of Hendricks County on the 13th day of April, 1920 and by indorsement upon said petition the auditor of said county did fix for the hearing of said petition the 3rd day of May, 1920 the same being the first day of the regular May Term, 1920 of said Board.

Said Board further finds that the said highway asked to be improved is less than three miles in length, and that said highway connects at each termini with a free gravel road.

It is therefore ordered and adjudged by the said Board that the said petition is sufficient in form and substance in all things, and that the same should be by the auditor spread of record in the auditor's office of said Hendricks County, state of Indiana.

And now the Board finding that more than 20 days having elapsed since the day set for hearing of said petition and there being no remonstrance filed or presented to said Board, it is hereby ordered that said petition be referred to viewers and the county surveyor, who is a competent engineer and who has qualified by heretofore filing his bond with the auditor of Hendricks County, Indiana in the penal sum of \$10,000.00 and approved by the Board of Commissioners of said County.

And now the board appoints for viewers David Hadley and Samuel Ensminger, two responsible free holders and voters of Hendricks county, Indiana neither of whom is a resident of said Liberty township or the owner of taxable property therein, the township in which said improvement is located.

It is further ordered that said viewers and engineer meet in the auditor's office on the 11th day of January, 1921 at the hour of ten o'clock A.M. and there take an oath and subscribe to the same to faithfully and impartially discharge the duties as the law imposes in such cases.

It is further ordered and adjudged that the viewers and engineer report their doings herein at the March Term, 1921 of this board.

And this cause is continued.

January Term, 1921.

In the matter of the petition of
Frank H. Carter et al for the
improvement of a highway by taxation
in Liberty township, Hendricks County, Indiana.

Come now the petitioners in the above entitled cause of action and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than 50 freeholders and voters of Liberty township in said county and state was filed in the office of the county auditor of said county on the 13th day of April 1920; and it further appearing to said board that at the time of filing of said petition the same was set for hearing on the 3rd day of May 1920 as shown by the indorsement of Charles A. white, auditor of said Hendricks County, on the petition, which indorsement is in the words and figures as follows, towit: (H.I.).

And it further appearing to said board that no action was taken on said petition because of the prevailing high prices for materials, now said petitioners asking for action on said road and improvement the said petitioners produce and file the affidavits of Julian D. Hoaget, editor and publisher of the Republican, and of Alvin Hall the editor and publisher of the Danville Gazette, two weekly newspapers of general circulation printed and published in the English language at Danville, Hendricks County, state of Indiana, which affidavits and the notices thereto attached are in the words and figures as follows, towit; (H.I.).

And it appearing from said affidavits to the satisfaction of said board that due notice of the filing and the time and place of hearing said petition was given in said newspapers, representing the two political parties casting the highest number of votes at the general election preceding such publication, by two consecutive weekly publications was on the 15th day of April 1920 and the last on the 22 day of April 1920.

And said petitioners now also produce and file the affidavit of Wm. Harrison of said county and state, which affidavit and the notice attached thereto are in the words and figures as follows; (H.I.); from which affidavit it appears that due notice of the filing of said petition and the time and place of hearing of the same was duly given by said affiant by posting copies of said petition with the time and place of hearing in three public places in Liberty township said county and state aforesaid for more than 15 days before the 3rd day of May 1920.

And said petitioners also produce and file the affidavit of Edgar M. Blessing, which affidavit and the notice attached thereto are in the words and figures as follows; (H.I.) from which affidavit and notice it appears that a copy of said petition and the time and place of hearing thereof was duly posted at the court house door at Danville Indiana for more than 15 days before the 3rd day of May 1920.

And it further appearing to the board that at no time since said petition was filed any taxpayer of said township aforesaid has filed any objection to said petition, nor any number of such taxpayers, and the board having examined said petition, does now

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find the same sufficient and in due form and according to law; that the same was filed in the office of the auditor of Hendricks County on the 13th day of April 1920 and by indorsement upon said petition the auditor of said county did fix for the hearing of said petition the 3rd day of May 1920, the same being the first day of the regular May term 1920 of said board.

Said Board further finds that the said highway asked to be improved is less than three miles in length, and that said highway connects at each termini with a free gravel road.

It is therefore ordered and adjudged by the said Board that the said petition is sufficient in form and substance in all things, and that the same should be by the auditor spread of record in the auditor's office of said Hendricks County, state of Indiana.

And now the Board finding that more than 20 days having elapsed since the day set for hearing of said petition and there being no remonstrance filed or presented to said Board, it is hereby ordered that said petition be referred to viewers and the county surveyor, who is a competent engineer and who has qualified by heretofore filing his bond with the auditor of Hendricks County, Indiana in the penal sum of \$10,000.00 and approved by the Board of Commissioners of said County.

And now the board appoints for viewers David Hadley and Samuel Ensminger, two responsible free Holders and voters of Hendricks County Indiana neither of whom is a resident of said Liberty township or the owner of taxable property therein, the township in which said improvement is located.

It is further ordered that said viewers and engineer meet in the auditor's office on the 11th day of January 1921 at the hour of ten o'clock A. M. and there take an oath and subscribe to the same to faithfully and impartially discharge the duties as the law imposes in such cases.

It is further ordered and adjudged that the viewers and engineer report their doings herein at the March Term 1921 of this Board.

And this cause is continued.

January Term 1921.

In the matter of the petition of
Melvin Gibbs et al for the im-
provement of a public highway by
taxation in Washington township.

Come now the petitioners herein and also come the viewers heretofore appointed herein and said viewers show that they met as by law provided and took the oath as such viewers; that they viewed said above entitled road and herein file their report, which report and oath of viewers are in the following words and figures, to wit: (H.I.)

And the Board having inspected said report finds that said viewers report that said above entitled improvement will not be of public utility.

It is therefore ordered by the Board that said report of the viewers and ~~viewers~~ engineer be and the same is hereby approved and further proceedings herein are at an end.

In the matter of the petition of
Claud B. Hollett et al for the Im-
provement of a Public Highway in
Lincoln and Washington Townships,

Come now the petitioners in the above entitled matter and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than 50 freeholders and voters of Lincoln and Washington townships in Hendricks County, Indiana, not less than 20 of whom are from each of said named townships, was filed in the office of the Auditor of said County on the 10th day of December, 1920.

And it further appearing to the Board that at the time of the filing of said petition the same was set for hearing before the Board on the 3rd day of January, 1921, as the same is shown by the endorsement thereon of Charles A. White, Auditor of Hendricks County, Indiana, which endorsement is in the following words and figures, to wit: (H.I.) and said petition now coming on for hearing before the Board, said petitioners now produce and file the affidavits of Julian D. Hogate, Editor and publisher of the "Republican", and of Alvin Hall, Editor and publisher of the "Danville Gazette", two weekly newspapers of general circulation throughout Hendricks county, Indiana, published in the town of Danville and printed in the English language in Hendricks county, Indiana, the county in which the proposed highway to be improved is located, which affidavits and

notices thereto attached are in the following words and figures, to wit: (H.I.). And now it appearing to the satisfaction of the Board from said affidavits that due notice of the filing and the time and place of hearing of said petition was given in said newspapers by two consecutive weekly publications therein, the first of which publications was on the 16th day of December, 1920, and the second and last of which publications was on the 23rd day of December, 1920.

And said petitioners also produce and file the affidavits of Claude Hollett and Earl Ferree of said county and state, which affidavits and notices thereto attached are in the following words and figures, to wit: (H.I.), from which affidavits it appears to the satisfaction of the Board that due notice of the filing of said petition and the time and place of the hearing of the same was duly given by posting copies of said petition with the time and place of hearing endorsed thereon in three public places in Lincoln township, and in Washington township, said county and state, for more than fifteen days before the 3rd day of January, 1921; and said petitioners also produce and file the certified statement and copy of notice of Charles A. White, Auditor, under the seal of the Board of Commissioners of said county, which certified statement and copy of notice are in the following words and figures, to wit: (H.I.), and from which certified statement it appears to the Board that a copy of said petition with the time and place of hearing endorsed thereon was duly posted at the door of the Court House at Danville, Indiana for more than 15 days before the 3rd day of January, 1921.

And it further appearing to said Board that no taxpayer of either Lincoln or Washington township, in said county and state, has filed any objection to the form or sufficiency of said petition, and the Board, having examined the same, does now find it to be sufficient and in due form according to law; that the same was filed in the office of the auditor of Hendricks County, Indiana, on the 10th day of December, 1920, and by endorsement on said petition said auditor did fix the hearing of the same for the 3rd day of January, 1921, the same being the first day of the regular January term, 1921, of the Board of Commissioners of Hendricks County, Indiana,

The Commissioners further find that said highway proposed to be improved is not over three miles in length, and that said highway connects at both termini thereof with improved Free Gravel roads.

It is therefore ordered by the Board that said petition is sufficient in form and substance in all respects. And time is now given for remonstrance, and further proceedings herein are continued.

January Term, 1921.

In the matter of the petition of
Edward Money et al for the
IMprovement of a highway by taxation
in Center township, Hendricks County, Indiana.

Come now the petitioners in the above entitled cause of action and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than 50 freeholders and voters of Center township in said county and state was filed in the office of the county auditor of said county on the 13th day of April 1920; and it further appearing to said board that at the time of filing of said petition the same was set for hearing on the 3rd day of May as shown by the indorsement of Charles A. White, auditor of said Hendricks County, on the petition, which indorsement is in the words and figures as follows, to wit; (H.I.).

And it further appearing to said board that no action was taken on said petition because of the prevailing high prices for materials, now said petitioners asking for action on said road and improvement the said petitioners produce and file the affidavits of Julian D. Hogate, editor and publisher of the Republican, and of Alvin Hall the editor and publisher of the Danville Gazette, two weekly newspapers of general circulation printed and published in the English language at Danville, Hendricks county, state of Indiana, which affidavits and the notices thereto attached are in the words and figures as follows, to wit; (H.I.).

And it appearing from said affidavits to the satisfaction of said board that due notice of the filing and the time and place of hearing said petition was given in said newspapers, representing the two political parties casting the highest number of votes at the general election preceding such publication, by two consecutive weekly publications therein, the first of which publications was on the 15th day of April 1920, and the last on the 22 day of April, 1920.

And said petitioners now also produce and file the affidavit of Samuel Jordan of said county and state, which affidavit and the notice attached thereto are in the words and figures as follows; (H.I.); from which affidavit it appears that due notice of the filing of said petition and the time and place of hearing of the same was duly given by said affiant by posting copies of said petition with the time and place of hearing in three public places in Center township, said county and state aforesaid for more than 15 days before the 3rd day of May, 1920.

And said petitioners also produce and file the affidavit of Edgar M. Flessing, which affidavit and the notice attached thereto are in the words and figures as follows; (H.I.) from which affidavit and notice it appears that a copy of said petition and the time and place of hearing thereof was duly posted at the court house door at Danville, Indiana for more than 15 days before the 3rd day of May, 1920.

And it further appearing to the board that at no time since said petition was filed any taxpayer of said township aforesaid has filed any objection to said petition, nor any number of such taxpayers, and the board having examined said petition, does now find the same sufficient and in due form and according to law; that the same was

January Term, 1921.

filed in the office of the auditor of Hendricks County on the 13th day of April, 1920 and by indorsement upon said petition the auditor of said county did fix for the hearing of said petition the 3rd day of May, 1920 the same being the first day of the regular May term, 1920 of said Board.

Said Board further finds that the said highway asked to be improved is less than three miles in length, and that said highway connects at each termini with a free gravel road.

It is therefore ordered and adjudged by the said Board that the said petition is sufficient in form and substance in all things, and that the same should be by the auditor spread of record in the auditor's office of said Hendricks County, state of Indiana.

And now the Board finding that more than 20 days having elapsed since the day set for hearing of said petition and there being no remonstrance filed or presented to said Board, it is hereby ordered that said petition be referred to viewers and the county surveyor, who is a competent engineer and who has qualified by heretofore filing his bond with the auditor of Hendricks County, Indiana in the penal sum of \$10,000.00 and approved by the Board of Commissioners of said County.

And now the board appoints for viewers David Hadley and Samuel Ensminger two responsible freeholders and voters of Hendricks County, Indiana neither of whom is a resident of said Center township or the owner of taxable property therein, the township in which said improvement is located.

It is further ordered that said viewers and engineer meet in the auditor's office on the 11th day of January, 1921 at the hour of ten o'clock A. M. and there take an oath and subscribe to the same to faithfully and impartially discharge the duties as the law imposes in such cases.

It is further ordered and adjudged that the viewers and engineer report their doings herein at the March Term, 1921 of this Board.

And this cause is continued.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

January 3, 1921.

In the Matter of the
Chas. E. Wilson et al Road
in Marion Township, Hendricks
County, Indiana.

In compliance with the amendment of the Tax Laws of the State of Indiana which goes into effect from and after January 1st, 1921, the Board does now enter an order of determination to issue bonds for the construction of the above entitled road improvement in Marion Township, Hendricks County, Indiana, for the sum of \$32,000.00

And the Auditor hereby directed to give notice of this determination as by law provided, all of which is hereby ordered by the Board this 3rd day of January, 1921.

In the Matter of the
A. B. Mercer et al Road in
Eel River Township, Hendricks
County, Indiana.

In compliance with the amendment of the Tax Laws of the State of Indiana which goes into effect from and after January 1st, 1921, the Board does now enter an order of determination to issue bonds for the construction of the above entitled road improvement in Eel River Township, Hendricks County, Indiana, for the sum of \$6,600.00

And the Auditor is hereby directed to give notice of this determination as by law provided, all of which is hereby ordered by the Board this 3rd day of January, 1921.

In the Matter of the
Calvin Cutrell et al Road in
Washington Township, Hendricks
County, Indiana.

In compliance with the amendment of the Tax Laws of the State of Indiana which goes into effect from and after January 1st, 1921, the Board does now enter an order of determination to issue bonds for the construction of the above entitled road improvement in Washington Township, Hendricks County, Indiana, for the sum of \$58,500.00

And the Auditor is hereby directed to give notice of this determination as by law

January 3, 1921

provided, all of which is hereby ordered by the Board this 3rd day of January, 1921.

In the Matter of the
Erasmus Brewer et al Read in
Franklin Township, Hendricks
County, Indiana.

In compliance with the amendment of the Tax Laws of the State of Indiana which goes into effect from and after January 1st, 1921, the Board does now enter an order of determination to issue bonds for the construction of the above entitled read improvement in Franklin Township, Hendricks County, Indiana, for the sum of \$ 29,000.00

And the Auditor is hereby directed to give notice of this determination as by law provided, all of which is hereby ordered by the Board this 3rd day of January, 1921.

And further proceedings in this matter are continued.

Ordered that the Board now adjourn.

Board of commissioners.

July Term, 1920.

July 6, 1920.

In the matter of the petition of
Alta B. Mercer et al for the im-
provement of a public highway in
Eel River Township, Hendricks
County, Indiana.

Come now again the petitioners, by their Attorney and come also William Kelly and Ames S. Shelton the duly appointed and acting viewers in the foregoing entitled cause, and comes also J. P. Johnson the duly appointed acting and qualified engineer in said cause, and all being present in court, the original order issued to them by the order of said Board of Commissioners, by the Auditor of said Hendricks County, notifying them severally of their appointment as such viewers and engineer is now produced and from said order it appears to the satisfaction of the Board that said viewers and engineer did appear at the Auditor's office of Hendricks county, Indiana on the 20th day of March 1920, at the hour of 10 o'clock A.M. of said day and then and there did take and subscribe an oath to faithfully and impartially discharge their duties according to law in such cases made and provided. Said order and oath being in words and figures as follows, to wit:

ORDER TO VIEW ROAD.

The State of Indiana,
Hendricks County, SS:

Commissioners Court,

March Term, 1920.

To William Kelly, Ames Shelton and J. P. Johnson.

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their March Term, 1920, to view a proposed highway, as follows, to wit: Commencing at the center of section 18, township 17N of R. 2w, in Hendricks County, Indiana, in a county Free Gravel Road, and running thence west on the line dividing the northwest quarter from the southwest quarter of said section 18, township and range aforesaid, and terminating on the County line dividing Montgomery and Hendricks Counties, in a county Free Gravel Road in Montgomery County said point of termination also being the west township line of said Eel River township, county and state aforesaid, and if said proposed highway will be of public utility, mark and lay out the same, in the manner prescribed by law, to the width of 32 feet.

You will meet at the office of the Auditor of Hendricks County who resides at Danville, Indiana, on Saturday the 20th day of March, 1920, at 10 o'clock A.M., and after being duly qualified, proceed to make said view, and report on June 7th 1920.

I certify the foregoing to be a true copy of the order of the Board in relation to the said proposed highway. Witness my hand and official seal, this first day of March, 1920

Chas. A. White, Auditor.

OATH OF VIEWERS.

State of Indiana, Hendricks County, SS:

We, William Kelly, Amos Shelten and J. P. Johnsen do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

William Kelly

Amos Shelten

J. P. Johnsen.

Subscribed and sworn to before me, this 20th day of March 1920.

Chas. A. White-Auditor

And now the Auditor of said County produces the duly verified report of said viewers and engineer. And the board having examined said report finds that it was filed in the office of the Auditor of said county, and state aforesaid, on the 7th day of June 1920, as heretofore ordered by this board, and that the same as filed in said office has been open to the inspection of all persons, their agents and attorneys for more than 10 days before the 18th day of June, 1920, the day on which the supplemental report was filed. And it appearing from said report that said engineer and viewers proceeded without delay to carry out the orders of said Board and made the needful survey of the road mentioned in the petition and determined all of the questions ordered by the Board to be determined by said viewers, and from which report it appears that said viewers found the same would be of public utility, and that it would be of public utility to grade, drain, and gravel the same as prayed, the width of the highway to be improved, the character of the improvement including the grading, draining and graveling thereof, which they found of public utility, together with complete plans and specifications of such improvement, and all bridges, culverts and waterways required therein; also the estimated cost of the improvement to be made; which report was properly signed by each of said viewers setting forth their determination of said matters in respect to said highway including an accurate description of said highway, the grading, draining and graveling of the same, together with their recommendations in respect to the materials to be used on said improvement, and complete plans and specifications for said improvement to be made, and the estimated cost of said improvement, and it further appearing that an accurate profile of said highway to be improved accompanies said report, showing by proper lines and figures the elevations thereof at each one hundred feet of its length, and the changes to be made therein by excavating and filling, which profile was made by the engineer appointed and qualified as aforesaid, And now said viewers file their supplemental report herein, from which it appears that more than 10 days have elapsed since the filing of said report of the viewers herein, all as above set forth, and it appearing that said viewers have inquired into and made examination for the purpose of assessing damages that might be justly due to any infant, idiot or person of unsound mind and to any person or corporation making a written claim therefor on account of the appropriation of or injury

to his property by the laying out and establishment of said highway and the improvement of said highway as described in said report.

And the Board having examined said supplemental report, and having heard all of the matters connected therewith now finds: that no injury will result to the property of any infant, idiot or person of unsound mind: nor will any such person sustain any damages whatever on account and by reason of the construction of the improvement prayed for by the petitioners herein as provided in said report: that no person or corporation has made written claim for damages to said viewers and engineer because of any injury to their property by reason of said improvement, and that said supplemental report is in due form and regular in all things and should be approved and spread of record in the office of the Auditor of said county upon the record book kept for that purpose.

And now all matters in respect to damages sustained by any person or corporation having been fully determined by the Board, the Report, Profile and Specifications made by the engineer and viewers are now taken up and fully considered by the board. And the Board having examined the same and being fully advised in the premises finds that the highway proposed to be improved under and pursuant to these proceedings is 2713 feet in length, and less than 3 miles in length and that said highway has both termini in a free gravel road and that the western terminus is in the township line as well as in the County line on Eel River Township, Hendricks County, Indiana; that the improvement prayed for in said petition, and as provided for in said report, plans, and specifications, is of public utility.

The board further finds that said improvement should be allowed and established as provided in said report, plans and specifications without modification, and without submitting the matter thereof to the vote of the legal voters of said Eel River Township, Hendricks County, Indiana.

The Board further finds said report and Profile to be in proper form and sufficient and that the same should in all things be approved, and that the said improvement, as reported and provided for in said report and plans and specifications be ordered.

It is therefore ordered by the Board that the Supplemental Report made by the viewers be and the same is in all things hereby now fully approved.

It is also ordered by the Board that the Report of the engineer and viewers by and the same is now hereby in all things approved and that the said improvement be and the same is now hereby established by order of this Board and that said improvement be made in all respects as provided in said report, plans and specifications of the engineer and viewers.

It is further ordered by the Board that the Supplemental Report and the Report of the engineer and viewers be spread of record on the record in the Auditors office kept for that purpose, which is now done and which are in the words and figures following to wit:

ROAD VIEWERS' REPORT.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your

regular March Term, 1920, to view a proposed highway, as petitioned for by Altie B. Mercer et al., have discharged the duty assigned us, and submit to you the following report, to wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, which by metes and bounds and course and distance is as follows, to wit: The said proposed highway to be 32 feet in width, and commences at a stone at the center of section 18, township 17N of R. 2W and running thence west along the center line of said section a distance of 2593.0' and to a point which is 90.5' east of the west half mile stone there of; thence deflecting right on a 60°0' curve a distance of 120' and terminating at a point 64.7' north of the west half mile stone of said section 18 and on the west boundary line of Hendricks County.

We have made a survey of said described proposed highway, and have prepared a profile showing the present and proposed elevations of the highway at hundred foot stations; have surveyed and prepared plans for all necessary sewers and drainage structures and specifications for the entire work of construction all of which is herewith made a part of this report.

We would further report that we estimate the cost of the proposed improvement to be \$7200.00.

SUPPLEMENTAL REPORT OF VIEWERS.

To the Honorable Board of Commissioners:

In the matter of the petition of Altie B. Mercer et al., for the improvement of highway

We, the undersigned, Viewers, heretofore appointed in the above cause, and who as such viewers, on the 7th day of June, -1920, filed our report in the above cause as ordered by you in your order appointing us, and ten days having expired since the filing of the same, now file this as our supplemental report, to wit:

We would respectfully report that the improvement of said highway in the manner set forth in our former report, will not occasion any damages to the lands of any Infant, Idiot or person of unsound mind, and that no person, firm or corporation has made any written claims for damages on account of said proposed improvement.

Respectfully submitted,

William Kelly

Ames Shelton

J. P. Johnson

Viewers.

Subscribed and sworn to before me this the 18th day of June 1920.

Chas. A. White

Auditor Hendricks County.

And, now the Board further orders that the Auditor of Hendricks County, Indiana, give notice by publication, one time in a daily newspaper of general circulation throughout the state, published at Indianapolis, Indiana, and by publication for three weeks in two weekly newspapers of general circulation printed and published in Hendricks County, Indiana, the County in which said road to be improved under these proceedings is located, that on Saturday the 7th day of August 1920, at the hour of 10 o'clock A.M. of said day sealed proposals will be received and opened by the Board of Commissioners of Hendricks County, Indiana, at their usual place of meeting and a contract let for the work and material of said improvement in accordance with the profile, report plans and specifications in said report as set forth and provided.

It is ordered that the notice published in the Indianapolis paper shall be published at least two weeks prior to the 7th day of August, 1920.

All of which is considered and adjudged by the Board, and this matter is continued for further proceedings herein.

February Term, 1921.

In the Matter of Continuances on Read Proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all such proceedings all of which is hereby ordered by the Board.

In the Matter of the Calvin H. Cutrell et al
Road in Washington Township, Hendricks County.

Comes now the Auditor and presents to the Board of Commissioners a petition of remonstrance against the issue of bonds in the sum of ~~\$55,500.00~~ \$58,500.00, for the construction of the Calvin H. Cutrell et al road in Washington Township, which petition of remonstrance was filed with the Auditor on the 26 day of January, 1921, as shown by the endorsement on the back thereof. The Board finds the remonstrance to be in due form filed within the limits as prescribed by law and signed by seventy one taxpayers of Washington township. The remonstrance is in words and figures as follows, to-wit: (H.I.).

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Ordered that the Board now adjourn.

Jos G. Shelton
J. D. Brickett

Board of Commissioners.

March Term, 1921.

In the Matter of the A. B. Mercer et al Read.

Come now the petitioners herein and the Auditor presents to the Board the preefs of notice of the determination heretefere made to issue bonds for the construction of the above entitled read improvement, which preefs are in the following words and figures, towit: (H.I.), and now the Board finds that no petition of remonstrance was presented or filed by the taxpayers of Eel River Township, Hendricks County, Indiana, against said bond issue.

It is therefore ordered by the Board that the bonds be issued as heretefere ordered and determined upon by the Board in the above matter, and the Auditor is hereby directed to prepare said bonds for execution and sale.

And notice of such sale of bonds is hereby directed by the Board.

In the Matter of Continuance en Read Proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of reads in Hendricks County, Indiana are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all such proceedings all of which is hereby ordered by the Board.

In the matter of the John Flinn et al
Read in Union Township.

See Page 254

In the Matter of the Marion Bailey et al
Read in Union Township.

See Page 256

Ordered that the Board now adjourn.

April 4, 1921.

In the Matter of the
Harry M. Garner et al Read
Brown
in ~~El River~~ Township.

It is now ordered by the Board of Commissioners that the time for the completion of said Garner road be, and is hereby extended to September 1, 1921.

In the Matter of the Petition
of Erasmus Brewer et al for
the Improvement of a Highway
in Franklin Township.

Come now the petitioners herein and comes also the Auditor and presents to the Board the proofs of notice of the determination to issue bonds herein in the amount of \$29,000.00, to provide funds for the construction of the above entitled improvement, which proofs of notice are as follows, to-wit: (H.I.).

And now it appearing to the Board that no petition of remonstrance by the taxpayers of Franklin Township, Hendricks County, Indiana, against the issuing of such bonds is on file in the Auditors office in Hendricks County, Indiana, as the Board does now find; Therefore, it is ordered by the Board and the Auditor is directed to place said bonds in the hands of the Treasurer of said county for sale thereof to the highest and best bidder therefor, for not less than the par value thereof.

April 4, 1921.

In the Matter of Continuances on Road Proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings, that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all such proceedings all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

Board of Commissioners.

May Term, 1921.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

Jess G. Stellan
J. H. Bricker

Board of Commissioners.

In the Commissioners Court,

March Term, 1921.

State of Indiana, SS:
County of Hendricks,

In the Matter of the petition
of the John Flinn et al for
the improvement of a Public
Highway by Taxation in Union
Township.

Comes now again the petitioners in the above entitled cause and it appearing to the Board of Commissioners that said petition was set for hearing on the 2nd day of February, 1921, and more than twenty days have elapsed since the day set for hearing of said petition as indorsed thereon by the Auditor of Hendricks County, Indiana; and it further appearing to the board that no remonstrance to said petition having been filed by any voter or freeholder in Union Township, of Hendricks County, Indiana, and the Board being fully advised in the premises finds that said petition contains the names of more than fifty freeholders and voters of said Union Township and that the same should be spread of record and viewers and an engineer be appointed to view the proposed improvement.

It is therefore ordered and adjudged that the prayer of the said petitioners be, and the same is hereby granted and the petition is now ordered spread of record upon the records kept for such purpose in the Auditors Office in Hendricks County, Indiana, which petition is in the words and figures as follows, to-wit (H.I.).

State of Indiana, SS:
Hendricks County,

To the Honorable Board of County Commissioners of Hendricks County, State of Indiana:-

Come now the undersigned and respectfully represent and show to the Honorable Board of Commissioners of Hendricks county, Indiana, that they represent and constitute more than fifty freeholders and legal voters of Union Township in said County and State, and by this petition said petitioners asks said Board to improve by grading, ditching, draining, bridging and paving with stone, gravel or other road paving material the following described highway in said Township, County and State, to-wit:

Beginning on the Township line dividing Union and Center Townships said County and State at the north west corner of Section 17, Township 16, North of Range 1 West and running thence North upon and along an unimproved public highway to a point where the same intersects a public highway running east and west known as the David Foster et al Free Gravel Road.

Your petitioners further represent to the Board that the highway above described and herein petitioned to be improved lies wholly within said Union Township and that said road herein petitioned to be improved has its beginning terminus on a Township line and also connects with the Lewis Leathers et al Free Gravel Road and that the other terminus is a free gravel road; that said above described highway proposed to be improved is less than three miles in length and wholly unimproved.

Your petitioners herein asks that the improvement herein sought be made thirty feet in width and further asks that no election be held in the Township to determine whether said improvement be made.

Your petitioners also ask, that if upon a hearing of this petition the same be found sufficient, that it be referred to competent viewers and an engineer for view as by law provided, and that bonds be issued and sold to provide funds for the payment of costs of construction of the improvement herein asked for and that said bonds be issued in series payable in ten years.

Wherefore your petitioners pray the Board for the improvement of the said above described highway in manner and form as above requested, and your petitioners will ever pray.

NAMES.

John Flinn, Allen Weddle, Willie Mendenhall, J. M. Gentry, Wm. Mahan, R. S. Goodwin, E. A. Pennington, G.M. Hayes, Lewis M. Leathers, James M. Leathers, Curtis BatMan, Chas. C. Clay, C. H. Hunt, J. I. Scott, P. F. Watkins, Edgar T. Foster, J. D. Brickert, Harry Foster, Obe Higgins, J. W. Hamilton, Sidney Phillips, N. W. Scott, J. G. Walter, Everett Lemon, Geo. W. Baily, C. F. Wall, D. A. Clements, Isaac Foster, Geo. Davis, C. E. Biggs, W. H. Stevenson, Wiley Pace, Henry Leak, George Freeland, Frank Parman, D. F. Higgins, L. E. Montgomery, Wm. Snyder, W. A. McDaniel, Joe Hale, J. C. Lowe, F. M. Wilson, Henry Odam, J. D. Hendricks, J. O. Ruegan, Grant Reeves, W. C. Storm, John H. Dale, J. T. Leak, C. E. Arnold, I. E. Vorhies, John S. Tharp, G. W. Arnold, M. E. Leak, Bert R. Kernodle, H. S. Montgomery, R. E. Kennedy, Jonathan Lowe, C. O. Kirtley, E. D. Montgomery, Marion Bailey, J. M. Dowden, Geo. M. Thompson, J. M. Leak, George Huber, C. C. Kennedy, Wm. Pritchett, J. E. Leach, J. H. Pritchett, C. J. Ritz, M. F. West, J. W. M. Scott, Wm. Vaughn, John C. Hill, Enos Scott, John Armstrong, James Bryant.

It is further ordered that said petition be referred to viewers and the County Surveyor, who is a competent engineer and who has qualified by filing his bond with the Auditor of Hendricks County in the penal sum of \$10,000.00 payable to the state of Indiana and approved by the Board of Commissioners of said County of Hendricks.

And now the Board appoints for viewers William Freeland and Richard Harrison, two responsible free holders and voters of Hendricks County, Indiana, neither of whom is a resident of said Union Township and in which said township neither owns property in which said township the highway proposed to be improved is located.

It is further ordered by said Board that said engineer and viewers meet at the Auditors Office of Hendricks County, Indiana on the 16th day of March, 1921, at the hour of ten o'clock A.M. and there take an oath and subscribe to the same ~~at~~ to faithfully and impartially discharge the duties as the law imposes in such cases made and provided.

It is further ordered that said engineer and viewers make a report of their doings herein at the May term, 1921. of the said Commissioners Board, County aforesaid.

And this cause is continued.

In the Commissioners Court

March Term, 1921.

State of Indiana,

ss:

County of Hendricks,

In the Matter of the petition
of Marion Bailey et al for the
Improvement of a public Highway
by Taxation in Union Township.

Comes now again the petitioners in the above entitled cause and it appearing to the Board of Commissioners that said petition was set for hearing on the 2nd day of February, 1921, and more than twenty days have elapsed since the day set for hearing of said petition as indorsed thereon by the Auditor of Hendricks County, Indiana; and it further appearing to the board that no remonstrance to said petition having been filed by any voter or free holder in Union Township of Hendricks County, Indiana, and the Board being fully advised in the premises finds that said petition contains the names of more than fifty free holders and voters of said Union Township and that the same should be spread of record and viewers and an engineer be appointed to view the proposed improvement.

It is therefore ordered and adjudged that the prayer of the said petitioners be, and the same is hereby granted and the petition is now ordered spread of record upon the records kept for such purpose in the Auditors Office of Hendricks County, Indiana, which petition is in the words and figures as follows, to-wit: (H.I.).

State of Indiana,

ss:

Hendricks County,

To the Honorable Board of County Commissioners of Hendricks County, State of Indiana:-

Come now the undersigned and respectfully represent and show to the Honorable Board of Commissioners of Hendricks County, Indiana, that they represent and constitute more than fifty freeholders and legal voters of Union Township in said County and State, and by this petition said petitioners asks said Board to improve by grading, ditching, draining, bridging and paving with stone, gravel or other road paving material the following described highway in said Township, County and State, to-wit:

Beginning on the Township line dividing Union and Center Townships, said County and State at the North west corner of section 17, Township 16 North of Range 1 West and running thence North upon and along an unimproved public highway to a point where a public highway runs west into the town of Montclair, Indiana; thence west upon and along said public highway to a point where said public highway turns North; thence North upon said public highway to a point where the same runs West through the main part of said Montclair, Indiana, to a point where a public highway runs North past the Depot on the Cincinnati, Indianapolis and Western Railroad; thence North upon and along said public

highway to a point where said public highway terminates in a highway running East and West.

Your petitioners further represent to the Board that the highway above described and herein petitioned to be improved lies wholly within said Union Township and that said road herein petitioned to be improved has its beginning terminus on a Township line and also connects with the Lewis Leathers et al Free Gravel Road and that the other terminus is a free gravel road, that said above described highway proposed to be improved is less than three miles in length and wholly unimproved.

Your petitioners herein ask that the improvement herein sought be made thirty feet in width, and, they further ask that no election be held in the Township to determine whether said improvement be made.

Your petitioners also ask, that if upon a hearing of this petition the same be found sufficient, that it be referred to competent viewers and an Engineer for view as by law provided, and that bonds be issued and sold to provide funds for the payment of costs of construction of the improvement herein asked for and that said bonds be issued in series payable in ten years.

Wherefore your petitioners pray the Board for the improvement of the said above described highway in manner and form as above requested, and your petitioners will ever pray.

NAMES.

John Flinn, Allen Weddle, Willie Mendenhall, J. M. Gentry, Wm. Mahan, R. S. Goodwin, E. A. Pennington, G. M. Hayes, Lewis M. Leathers, James M. Leathers, Curtis Batman, Chas. C. Clay, C. H. Hunt, J. I. Scott, P. F. Watkins, Edgar T. Foster, J. D. Brickert, Harry Foster, Obe Higgins, J. W. Hamilton, Sidney Phillips, N. W. Scott, J. G. Walters, Everett Lemon, Geo. W. Bailey, C. F. Wall, D. A. Clements, Isaac Foster, Geo. Davis, C. E. Biggs, W. H. Stevenson, Wiley Pace, Henry Leak, George Freeland, Frank Parman, D. F. Higgins, L. E. Montgomery, Wm. Snyder, W. A. McDaniel, Joe Hale, J. C. Lowe, F. M. Wilson, Henry Odam, J. D. Hendricks, J. O. Burgan, Grant Reeves, W. C. Storm, John H. Dale, J. T. Leak, C. E. Arnold, I. E. Voghies, J. S. Tharp, G. W. Arnold, M. E. Leak, Bert R. Kernodle, H. S. Montgomery, R. E. Kennedy, Jonathan Lowe, C. O. Kirtley, E. D. Montgomery, Marion Bailey, J. M. Dowden, Geo. M. Thompson, J. M. Leak, George Huber, C. C. Kennedy, Wm. Pritchett, J. E. Leach, J. H. Pritchett, C. J. Ritz, M. E. West, J. W. Scott, Wm. Vaughn, John C. Hill, Enos Scott, John Armstrong, and James Bryant.

It is further ordered that said petition be referred to viewers and the County Surveyor, who is a competent engineer and who has qualified by filing his bond with the Auditor of Hendricks County, in the penal sum of \$10,000.00 payable to the state of Indiana and approved by the Board of Commissioners of said County of Hendricks.

And now the Board appoints for viewers William Freeland and Richard Harrison, two responsible free holders and voters of Hendricks County, Indiana, neither of whom is a resident of said Union Township and in which said township neither owns property in

which said township the highway proposed to be improved is located.

It is further ordered by said Board that said engineer and viewers meet at the Auditors Office of Hendricks County, Indiana on the 16th day of March 1921, at the hour of ten o'clock A.M. and there take an oath and subscribe to the same to faithfully and impartially discharge the duties as the law imposes in such cases made and provided.

It is further ordered that said engineer and viewers make a report of their doings herein at the May term, 1921 of the said Commissioners Board, County aforesaid.

And this cause is continued.

JUNE 6, 1921.

SUPPLEMENTAL CONTRACT.

In the matter of the construction of the C. H. Downard et al Road in Marion Township, Hendricks County, Indiana.

This supplemental contract and agreement made and entered into this sixth day of June, 1921, by and between Charles Williams 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 highway, that certain changes and alterations be made in the construction thereof according to the following specifications, to-wit: 145 rods of 5" tile in cuts laid 3'-6" deep.

200 cu. yds. excavation straightening stream channel.

5 cu. yds. concrete in tile headwalls

6 cu. yds. concrete in sewer headwalls.

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 \$743.35 for such change

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 6th day of June, 1921.

Charles Williams

Per James Mahoney

Party of the First Part.

Jno. G. Shelton

J. D. Brickert

John E. Vestal

Board of Commissioners of Hendricks County.

Attest: Chas. A. White

Auditor.

June Term, 1921.

In the Commissioners Court

June Term, 1921.

State of Indiana, ss:
County of Hendricks,

In the matter of the Petition of
John Flinn and others for the Improve-
ment of a Public Highway by Taxation in
Union Township.

Comes now again the petitioners in the above entitled cause and respectfully show to the Board of Commissioners of Hendricks County, that pursuant to an order heretofore made by the Board and a notice issued by the Auditor, which notice is in words and figures as follows, to-wit: (H.I.).

that the viewers and engineer, appointed in this cause, met on the 16th day of March, 1921, which date was within ten days after the appointment of said viewers and engineer, and took the oath, as provided by law, for the faithful discharge of their duties as viewers and engineer in this ~~cause~~ cause.

And the said petitioners respectfully show to the board that the time for the filing the report of the viewers and engineer in this cause was extended to the first Monday in May, 1921.

And now come the viewers and engineer herein and produce and file their report on the 21st day of April, 1921, which report is in words and figures as follows, to-wit: (H.I.)

ORDER TO VIEW ROAD.

The State of Indiana,
Hendricks County, ss:

Commissioners' Court,
March Term, 1921.

To Richard Harrison, Will Freeland and J. P. Johnson:

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their March Term, 1921, to view a proposed highway, as follows, to-wit: Commencing at the southwest Corner of section 8, Township 16 North of range 1 West and running thence north on the line between section 7 and said section 8 and on the line between sections 5 and 6, all in Township and range aforesaid to the northwest corner of the southwest quarter of the ~~south~~ southwest quarter of said section 5, and if said proposed highway will be of public utility, mark and lay out the same, in the manner prescribed by law, to the width of thirty-four (34) feet.

You will meet at the office of the Auditor of Hendricks County, who resides at Danville, Indiana, on the 16th Day of March, 1921, at 9 o'clock A.M., and after being duly qualified, proceed to make said view, and report at the regular May term, 1921, of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 7th day of March, 1921.

Chas. A. White, Auditor.

OATH OF VIEWERS.

State of Indiana, Hendricks County, SS:

We, Richard Harrison, Will Freeland and J. P. Johnson do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Richard G. Harrison

Will Freeland

J. P. Johnson

Subscribed and sworn to before me, this 16th day of March, 1921.

Chas. A. White

Auditor.

ROAD VIEWERS' REPORT.

To the Honorable Board of Commissioners of Hendricks County, Indiana:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1921, to view a proposed highway, as petitioned for by John Flinn et al., have discharged the duty assigned us, and submit to you the following report, to-wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, which by metes and bounds and course and distance is as follows, to-wit: The said proposed highway to be 34 feet in width, and commences at the Southwest corner of section 8, Township 16 North of Range one West, and running thence North on the line between section 7 and said section 8 and on the line between sections 5 and 6, all in Township and range aforesaid, to the northwest corner of the Southwest quarter of the southwest quarter of said section 5, length 1.267 miles.

We have caused to be surveyed the above described road; have set stakes and prepared cross sections of said road at intervals of one hundred feet; have prepared plans and specifications providing for the construction of the same out of Montezuma gravel, all of which plans and specifications are hereby made a part of this report.

We estimate the total cost of the above described improvement to be as follows TOWIT:

Grading

Draining

Bridges & Culverts

Paving

TOTAL

And we are of the opinion that said highway would be of public utility.

Respectfully submitted,

Richard G. Harrison

Will Freeland

Viewers.

J. P. Johnson

And now come the viewers and engineer after the expiration of ten days from the filing of their report herein and on the 2nd day of May, 1921, and at the next regular session of said board of Commissioners after said date, and file their supplemental report herein, which ~~report is in words and figures as follows~~ report is in words and figures as follows, to-wit: (H.I.).

SUPPLEMENTAL REPORT OF VIEWERS.

TO THE HONORABLE BOARD OF COMMISSIONERS:

In the matter of the petition of
John Flinn et al for the improve-
ment of highway.

We, the undersigned, Viewers, heretofore appointed in the above cause, and who as such viewers, on the 21st day of April, 1921, filed our report in the above cause as as ordered by you in your order appointing us, and ten days having expired since the filing of the same, now file this as our supplemental report, to-wit:

We would respectfully report that the improvement of said highway in the manner set forth in our former report, will not occasion any damages to the lands of any Infant, Idiot or person of unsound mind, and that no person, firm or corporation has made any written claims for damages on account of said proposed improvement.

Respectfully submitted,

Richard Harrison

Will Freeland

J. P. Johnson

Viewers.

Subscribed and sworn to before me this the 2nd day of May, 1921.

Chas. A. White,

Auditor Hendricks County.

And the Board being fully advised in the premises finds that the viewers and engineer appointed herein, met on the 16th day of March, 1921 and were qualified as provided by law, and the said engineer filed his bond in the sum of \$5000.00, and the same was approved by the Auditor of Hendricks County.

And the Board further finds that the report of the viewers and engineer was filed in the office of the Auditor of Hendricks County, Indiana, on the 21st day of April, 1921, and that it remained on file in that office, open to the inspection of any person since said date and for more than ten days before the June term of said Board, 1921, and before the filing of the supplemental report herein, and the board having examined said report finds that it conforms to the law in all respects, and should be approved; that the highway described therein is less than three miles in length and that said improvement as reported in said report will be of public utility, and that said improvement should be

ordered and established as provided in said report, without submitting the matter of said improvement to the legal voters of Union Township.

It is therefore ordered by the Board that the report of the engineer and viewers be, and the same is now in all things fully approved.

And the Board further finds that the viewers and engineer filed their supplemental report on the 2nd day of May, 1921, that the same was filed at the next regular session of the Board of Commissioners after the expiration of ten days from the filing of the first report, and that said report being fully examined said board finds that no injury will result to the property of any idiot or person of unsound mind, or will any person sustain any damages whatsoever by reason of the construction of the improvement prayed for by the petitioners herein, that no person or corporation has made written claims to said viewers and engineer because of injury to property by reason of said improvement, and that said supplemental report is in due form and regular, and that the same ought to be approved in all things.

It is therefore ordered by the Board that the supplemental report of the viewers and engineer be, and the same is hereby fully approved.

And the Board further finds from an examination of the reports of said viewers and engineer that said improvement prayed for by the petitioners herein, should be established.

It is therefore ordered that said improvement as prayed for be made and that the same be made in all respects as provided in said report of said viewers and engineer.

The Board further finds that the total indebtedness of Union Township in Hendricks County, Indiana, where the proposed highway is to be improved by these proceedings is located, including all costs and expenses of this improvement and bonds heretofore issued for the building of free gravel and macadam roads in said township the petition for the road and the cost of the same, will not exceed 4 % of the total assessed taxable valuation of the property of said township, and said Board orders the Auditor to advertise for bids on improvements petitioned for herein as provided for by law.

In the Matter of the Erasmus Brewer et al
Road in Franklin Township.

SUPPLEMENTAL CONTRACT

See Page 282.

In the matter of continuances on road proceedings.

June Term, 1921.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

June Term, 1921.

In the Commissioners Court,

June Term, 1921.

State of Indiana, ss:
County of Hendricks,

In the matter of the petition of
Marion Bailey and others for the
Improvement of a Public Highway by
Taxation in Union Township.

Comes now again the petitioners in the above entitled cause and respectfully show to the Board of Commissioners of Hendricks County, that pursuant to an order heretofore made by the Board and a notice issued by the Auditor, which notice is in words and figures as follows, to-wit: (H.I.).

that the viewers and engineer, appointed in this cause, met on the 16th day of March 1921, which date was within ten days after the appointment of said viewers and engineer, and took the oath, as provided by law, for the faithful discharge of their duties as viewers and engineer in this cause.

And the said petitioners respectfully show to the board that the time for the filing the report of the viewers and engineer in this cause was extended to the first Monday in May, 1921.

And now come the viewers and engineer herein and produce and file their report on the 21st day of April, 1921, which report is in words and figures as follows, to-wit: (H.I.)

ORDER TO VIEW ROAD.

State of Indiana, ss:
Hendricks County,

In the Commissioners' Court,

March Term, 1921.

To Richard Harrison, Will Freeland and J. P. Johnson:

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their March Term, 1921, to view a proposed highway, as follows, to-wit: Commencing at the Southeast corner of the northeast quarter of the northeast quarter of Section 7, Township 16 North of Range one west, and running thence west and north and west and north and west and north thru the town of Montclair, thence continuing in the general direction north to a point 15 feet west of the northwest corner of the southeast quarter of the southeast quarter of section 6, township and range aforesaid, and, if said proposed highway will be of public utility, mark and lay out the same, in the manner prescribed by law, to the width of thirty-four (34) feet.

You will meet at the office of the Auditor of Hendricks County, Indiana, who resides at Danville, Indiana, on the 15th day of March, 1921, at 9 o'clock A.M., and after being duly qualified, proceed to make said view, and report at the regular May term, 1921, of said Board.

I certify the foregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this 7th day of March, 1921.

Chas. A. White, Auditor.

OATH OF VIEWERS.

State of Indiana, Hendricks County, SS:

We, Richard Harrison, Will Freeland, and J. P. Johnson, do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

Richard H. Harrison

Will Freeland

J. P. Johnson

Subscribed and sworn to before me, this 15th day of March, 1921.

Chas. A. White,

Auditor.

ROAD VIEWERS' REPORT.

TO THE HONORABLE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA:

We, the undersigned Viewers, who were appointed by your honorable body at your regular March Term, 1921, to view a proposed highway, as petitioned for by Marion Bailey et al., have discharged the duty assigned us, and submit to you the following report, to-wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, which by metes and bounds and course and distance is as follows, to-wit: The said proposed highway to be 34 feet in width, and commences at the Southeast corner of the northeast quarter of the northeast quarter of section 7, Township 16 North of range one west, running thence west a distance of 676.3 feet, thence deflecting right on a 60' degree curve 148.1 feet, thence north 483 feet thence deflecting left on a ~~60~~ 60' degree curve 148.2 feet, thence west 141.7 feet thence deflecting right on a 110 degree curve 49.5 feet, thence north 98.6 feet, thence deflecting left on an 85 degree curve 101.7 feet, thence west 101 feet, thence deflecting right on a 112 degree curve 72.6 feet, thence north 10 degrees west 382.6 feet, thence deflecting right on 7 degree curve 102.2 feet thence north 1285.3 feet to its terminus at a point 15 feet west of the northwest corner of the southeast quarter of the southeast quarter of section 6, township 16 north of range one west, length 0.721 miles.

We have caused the above described road to be surveyed; have set stakes and prepared cross sections of said road at intervals of one hundred feet; have prepared plans and specifications covering all necessary grading, draining; the construction of all necessary culverts, inlets and catch basins, and paving the same with Montezuma gravel, all of which plans and specifications are hereby made a part of this report.

We estimate the total cost of the above described improvements to be as follows,
to-wit:

Grading

Draining

Bridges and Culverts

Paving

TOTAL

And we are of the opinion that said highway would be of public utility.

Respectfully submitted,

Richard Harrison

Will Freeland

J. P. Johnson

Viewers.

And now come the viewers and engineer after the expiration of ten days from the filing of their report herein and on the 2nd day of May, 1921, and at the next regular session of said board of Commissioners after said date, and file their supplemental report herein, which report is in words and figures as follows, to-wit: (H.I.).

SUPPLEMENTAL REPORT OF VIEWERS.

TO THE HONORABLE BOARD OF COMMISSIONERS:

In The Matter of the petition of Marion
Bailey et al for the Improvement of a
Highway.

We, the undersigned, Viewers, heretofore appointed in the above cause, and who as such viewers, on the 21st day of April, 1921, filed our report in the above cause as ordered by you in your order appointing us, and ten days having expired since the filing of the same, now file this as our supplemental report, to-wit:

We would respectfully report that the improvement of said highway in the manner set forth in our former report, will not occasion any damages to the lands of any Infant, Idiot or person of unsound mind, and that no person, firm or corporation has made any written claims for damages on account of said proposed improvement.

Respectfully submitted,

Richard H. Harrison

Will Freeland

J. P. Johnson

Viewers.

Subscribed and sworn to before me this the 2nd day of May, 1921.

Chas. A. White

Auditor Hendricks County.

And the Board being fully advised in the premises finds that the viewers and engineer appointed herein, met on the 16th day of March, 1921, and were qualified as provided by law, and the said engineer filed his bond in the sum of \$5000.00, and the same was approved by the Auditor of Hendricks County.

And the Board further finds that pursuant to an order heretofore made By them that the time for filing the report of the viewers was extended to the 1st Monday in May, 1921.

And the Board further finds that the report of the viewers and engineer was filed in the office of the Auditor of Hendricks County, Indiana, on the 21st day of April, 1921, and that it remained on file in that office, open to the inspection of any person since said date and for more than ten days before the June term of said Board, 1921, and before the filing of the supplemental report herein, and the board having examined said report finds that it conforms to the law in all respects, and should be approved; that the highway described therein is less than three miles in length and that said improvement as reported in said report will be of public utility, and that said improvement should be ordered and estanlished as provided in said report, without submitting the matter of said improvement to the legal voters of Union Township.

It is therefore ordered by the Board that the report of the engineer and viewers be, and the same is now in all things fully approved.

And the Board further finds that the viewers and engineer filed their supplemental report on the 2nd day of May, 1921, that the same was filed at the next regular session of the Board of Commissioners after the expiration of ten days from the filing of the first report, and that said report being fully examined said board finds that no injury will result to the property of any idiot or person of unsound mind, or will any person sustain any damages whatsoever by reason of the construction of the improvement prayed for by the petitioners herein, that no person or corporation has made written claims to said viewers and engineer because of injury to property by reason of said improvement, and that said supplemental report is in due form and regular, and that the same ought to be approved in all things.

It is therefore ordered by the Board that the supplemental report of the viewers and engineer be, and the same is hereby fully approved.

And the board further finds from an examination of the reports of said viewers and engineer that said improvement prayed for by the petitioners herein, should be established.

It is therefore ordered that said improvement as prayed for be made, and that the same be made in all respects as provided in said report of said viewers and engineer.

The Board further finds that the total indebtedness of Union Township, in Hendricks County, Indiana, where the proposed highway is to be improved by these proceedings is located, including all costs and expenses of this improvement and bonds heretofore issued for the building of free gravel and macadam roads in said township the petition for the road and the cost of the same, will not exceed 4% of the total assessed taxable valuation of the property of said township, and said Board orders the auditor to advertise for bids on improvements petitioned for herein as provided for by law.

July Term, 1921.

In the Commissioners Court,

July Term, 1921.

State of Indiana,

SS:

County of Hendricks,

In the Matter of the Petition of

John Flinn et al for the Improve-

ment of a public highway by Tax-

ation in Union Township.

Be it known that on the 5th day of July, 1921, the Commissioners of Hendricks County, Indiana, met at their usual place of meeting in the Court House in the town of Danville, Indiana, in regular session. And now Chas. A. White, the Auditor of said County, produces affidavits of Julian B. Hogate and Alvin Hall, editors and proprietors respectively of the Republican and Danville Gazette, two weekly newspapers of general circulation, printed and published in the town of Danville, Center Township, Hendricks County, Indiana, and of opposite politics, said affidavits being as follows, to-wit: (H.I.), and from which it appears that notices of the time and place of receiving bids for the construction of the improvement proposed in the foregoing entitled cause was duly published in the English language in such newspapers for three consecutive weeks, the first of which publications was on the 2nd day of June, 1921, and the last on the 16th day of June, 1921, a copy of which notice being attached to said affidavits and are as follows, to-wit: (H.I.), said Auditor also produces the affidavit of Frank Carroll, Advertising Mgr. of the Indianapolis News, a daily Newspaper of general circulation throughout the State of Indiana, printed in the English language and published in the city of Indianapolis, Indiana, said affidavit being as follows, to-wit: (H.I.). And from which it appears that notice of the time and place of receiving bids for the construction of the improvement prayed for in the foregoing entitled cause was duly published in said newspaper on the 10th day of June, 1921, and more than two weeks prior to the date fixed for receiving bids, a copy of which notice being attached to said affidavit and being in the words and figures as follows, to-wit: (H.I.).

And now the hour of 10 o'clock A.M. having arrived, the hour of said day up to which time it was provided in said notice that sealed bids would be received by the Board of Commissioners for said work, the Board finds upon examination of all bids submitted, which bids were opened in the presence of the public present, that the following proposal was received and submitted by D.H. Fatout in the sum of \$12,984.00, this bid being the only one submitted for this improvement. The Board further finds that said bid is in due form and accompanied by a bond and affidavit as provided by law and in the notice of receiving bids for said improvement.

And the Board further finds that the entire cost of said improvement including said bid aforesaid received and the expenses incurred and to be incurred in the per diem of the engineer and superintendent is the sum of \$14,000.00. That the total indebtedness of said Union Township, the township in which said road to be improved is located, including

all the costs and expenses of this improvement, as aforesaid found and all bonds heretofore issued for the building of gravel and macadam roads, taking into account the amount of tax collectable during the current year, and all mortgage exemptions, will not exceed four per cent of the total value of the property of said Township.

The Board further finds that the contract for said improvement should be awarded, that the bid of D. H. Fatout, being a responsible bidder, the same should be accepted and the contract for said improvement awarded to him, and that bonds of said County should be issued and sold for the purpose of raising money necessary to pay the costs and expenses of said improvement.

It is therefore ordered and decreed by the Board that the bid of D. H. Fatout be and the same is duly accepted by this board and that the contract for said improvement be and the same is now awarded to the said D. H. Fatout and the Bond of said D. H. Fatout, with good and sufficient surety, conditioned for the faithful performance of the work, in accordance with the profile and report and plans and specifications therein set out, and the contract hereinafter set out, in the sum of \$ is now duly approved by the Board, said bond and approval noted thereon, being in words and figures as follows, to-wit:

CONTRACTOR'S BOND FOR CONSTRUCTION.

Know all Men by these Presents, That we, the undersigned D. H. Fatout, of Indianapolis, Indiana, as principal and the United States Fidelity & Guaranty Company of Baltimore, Maryland, as surety, are firmly bound unto the State of Indiana in the penal sum of Twenty five thousand nine hundred sixty eight 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 5th day of July, 1921.

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 John Flinn et al road in 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)

United States Fidelity & Guaranty Co. (SEAL)

By John E. Messick Atty-in-fact.

State of Indiana,
County of Hendricks,

SS:

Before me, the subscriber, Prosecuting Attorney in and for said County personally appeared D. H. Fatout and the United States Fidelity & Guaranty Company of Baltimore, Md., by John E. Messick, attorney in fact, and acknowledged the execution of the foregoing instrument for the uses and purposes herein mentioned.

WITNESS, my hand and official seal this 5th day of July, A.D., 1921.

John T. Hume

My Commission expires Dec. 31, 1922.

Prosecuting Attorney.

Accepted and approved, July 5th, 1921.

Geo G. Shelton
J. D. Binkert

Board of Commissioners Hendricks Co.

Attest: C

And now the Board enters into a contract with the said D. H. Fatout, which contract duly signed by the said D. H. Fatout and the members of this Board of Commissioners of Hendricks County, Indiana, is in words and figures as follows, to-wit: (H.I.).

CONTRACT.

For the construction of the John Flinn et al road.

This agreement made and entered into by and between D. H. Fatout 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 5th day of July A.D., 1921, the said Board of Commissioners received bids for the construction of the John Flinn et al road, 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 amount of his bid, viz: \$12,984.00, 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 for 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 December, 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 December, 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 December A.D., 1921, 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 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 5th day of July, A.D., 1921.

D. H. Fatout

Party of the First Part

Jno. G. Shelton

J. D. Brickert

John E. Vestal

Board of Commissioners Hendricks County.

ATTEST: Chas. A. White,

Auditor Hendricks County.

And now the Board appoints *Wm. E. Mahan* a resident of Union Township, to superintend the construction of said improvement according to the plans, profile and specifications and contract herein, and he is ordered and directed, by the Board, to file his bond as such superintendent in the sum of \$5000⁰⁰, conditioned on the faithful discharge of such duties, as superintendent as provided by law.

And now comes *Wm. E. Mahan* and accepts said appointment and files his bond conditioned as required by law with as surety thereon which bond is hereby approved, and is in words and figures as follows.

BOND ORDINANCE.

AN ORDINANCE providing for the issue and sale of bonds to pay for the construction of the John Flinn et al Free Gravel Road in Union Township, Hendricks County, Indiana, and of all other expenses connected therewith, and providing for special tax levy.

Section 1. Be it ordained by the Board of Commissioners of Hendricks County, Indiana, That for the purpose of paying for the construction of the John Flinn et al Free Gravel Road in Union Township, Hendricks County, Indiana, and other proper expenses in connection therewith, bonds be issued to the amount of \$14,000.00 such bonds to be known as the John Flinn et al Free Gravel Road Bonds, Union Township, Hendricks County, Indiana, said amount being less than four per centum of the assessed value of the taxable property of said township.

Section 2. That said bonds shall be in denominations of \$700.00 each and shall bear interest at the rate of 5 per centum per annum, payable semi-annually, except as herein otherwise provided, on the 15th days of May and November of each year; shall be divided into twenty equal series of one bond each; the first series principal and interest, shall mature and be payable on the 15th day of May, 1922, and one series, principal and interest, each six months thereafter until all are paid. Said bonds shall bear the date of July 15, 1921, and shall be signed by the Board of Commissioners of Hendricks County, Indiana, and be duly attested by the Auditor. The interest on said bonds shall be evidenced by coupons thereto attached bearing the fac-simile ~~1111~~

signatures of said Board. The principal and interest on said bonds shall be payable at the office of the County Treasurer of Hendricks County, Indiana, in the office provided for said treasurer at the Court House in Danville, Indiana.

Section 3. For the purpose of raising money to meet said bonds and interest thereon as the same mature, said Board of Commissioners shall annually hereafter at the time the general tax levy is made, levy a special tax upon all the taxable property in Union township, subject to taxation, both within and without any and all incorporated towns or cities in said township, and said tax shall be collected as other taxes are collected and shall be applied to the payment of such bonds and interest and to no other purpose.

Section 4. Said bonds shall be delivered by the Auditor of said County to the Treasurer of said County and said Treasurer shall sell said bonds at not less than their par value and the proceeds shall be kept as a special fund to pay for the construction of said road, and other expenses thereof as now by law allowed.

Section 5. This ordinance is hereby adopted by the Board, subject to the approval of any body now provided by law for such authorization and approval.

And now all the foregoing is hereby ordered by the Board.

and further proceedings hereinafter provided.

The Board of Commissioners now enters a determination to issue bonds in the above cause and directs the Auditor to give notice of such determination as prescribed by law.

And this cause is continued.

July Term, 1921.

In the Commissioners Court, do ed if

July Term, 1921.

State of Indiana, SS:
County of Hendricks,

In the matter of the petition of
Marion Bailey et al for the
Improvement of a public Highway
by Taxation in Union Township.

Be it known that on the 5th day of July, 1921, the Board of Commissioners of Hendricks County, Indiana met at their usual place of meeting in the Court House in the town of Danville, Indiana, in regular session. And now Charles A. White, the Auditor of said County, produces affidavits of Julian D. Hogate and Alvin Hall, editors and proprietors respectively of the Republican and Danville Gazette, two weekly newspapers of general circulation, printed and published in the town of Danville, Center Township, Hendricks County, Indiana, and of opposite politics, said affidavits being as follows, to-wit: (H.I.), and from which it appears that notices of the time and place of receiving bids for the construction of the improvement proposed in the foregoing entitled cause was duly published in the English language in such newspapers for three consecutive weeks, the first of which publications was on the day of June, 1921, and the last on the day of 1921, a copy of which notice being attached to said affidavits and are as follows to-wit: (H.I.), said Auditor also produces the affidavit of Frank Carroll, Advertising Mgr. of the Indianapolis News, a daily newspaper of general circulation throughout the state of Indiana, printed in the English language and published in the city of Indianapolis, Indiana, said affidavit being as follows, to-wit: (H.I.). And from which it appears that notice of the time and place of receiving bids for the construction of the improvement prayed for in the foregoing entitled cause was duly published in said newspaper on the day of June, 1921, and more than two weeks prior to the date fixed for receiving bids, a copy of which notice being attached to said affidavit and being in the words and figures as follows, to-wit: (H.I.).

And now the hour of 10:30 A.M., having arrived, the hour of said day up to which time it was provided in said notice that sealed bids would be received by the Board of Commissioners for said work, the Board finds upon examination of all bids submitted, which bids were opened in the presence of the public present, that the following proposal was received and submitted by D. H. Fatout in the sum of \$8366.00, this bid being the only one submitted for this improvement. The Board further finds that said bid is in due form and accompanied by a bond and affidavit as provided by law and in the notice of receiving bids for said improvement.

And the Board further finds that the entire cost of said improvement including said bid aforesaid received and the expenses incurred and to be incurred in the per diem of the engineer and superintendent is the sum of \$. That the total indebtedness of said Union Township, the township in which said road to be improved is located, including

all the costs and expenses of this improvement, as aforesaid found and all bonds heretofore issued for the building of gravel and macadam roads, taking into account the amount of tax collectable during the current year, and all mortgage exemptions, will not exceed four percent of the total value of the property of said township.

The Board further finds that the contract for said improvement should be awarded, that the bid of D. H. Fatout, being a responsible bidder, the same should be accepted and the contract for said improvement awarded to him, and that bonds of said County should be issued and sold for the purpose of raising money necessary to pay the costs and expenses of said improvement.

It is therefore ordered and decreed by the Board that the bid of D. H. Fatout be and the same is duly accepted by this Board and that the contract for said improvement be and the same is now awarded to the said D. H. Fatout and the bond of said D. H. Fatout, with good and sufficient surety, conditioned for the faithful performance of the work, in accordance with the profile and report and plans and specifications therein set out, and the contract hereinafter set out, in the sum of \$16,732.00, is now duly approved by the Board, said bond and approval noted hereon, being in words and figures as follows, to wit:

CONTRACTORS BOND FOR CONSTRUCTION.

Know All Men by these Presents, That we, the undersigned D. H. Fatout of Indianapolis, Indiana, as principal and the United States Fidelity & Guaranty Company of Baltimore, Md., as surety, are firmly bound unto the State of Indiana in the penal sum of Sixteen thousand seven hundred thirty two & 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 5th day of July, 1921.

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 Marion Bailey et al road in 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)

United States Fidelity & Guaranty Co. (SEAL)

By John E. Messick

Atty-in-fact

State of Indiana,
County of Hendricks, SS:

Before me, the subscriber, Prosecuting Attorney in and for said County personally appeared D. H. Fatout and the United States Fidelity & Guaranty Company of Baltimore, Md., by John E. Messick, attorney in fact, and acknowledged the execution of the foregoing instrument for the uses and purposes herein mentioned.

WITNESS, my hand and official seal, this 5th day of July A.D., 1921.

John T. Hume

My Commission expires Dec. 31, 1922. Prosecuting Attorney

Accepted and approved, July 5th, 1921.

Board of Commissioners Hendricks County.

ATTEST:

Auditor Hendricks County.

And now the Board enters into a contract with the said D. H. Fatout, which contract duly signed by the said D. H. Fatout and the members of this Board of Commissioners of Hendricks County, Indiana, is in words and figures as follows, to-wit:

CONTRACT.

For the construction of the Marion Bailey et al road.

This agreement made and entered into by and between D. H. Fatout 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 5th day of July A.D., 1921, the said Board of Commissioners received bids for the construction of the Marion Bailey et al road, 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 amount of his bid, viz: \$8,366.00, 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 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 improvement and have the same completed on or before the 1st day of December, 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 December, 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 of 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., 1921, 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 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 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 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 July A.D., 1921.

D. H. Fatout

Party of the First Part

Jno G. Shelton

J. D. Brickert

John E. Vestal

Board of Commissioners of Hendricks County.

ATTEST: Chas. A. White

Auditor Hendricks County.

And the Board now appoints *Wm. E. Mahan*, a resident of Union Township, to superintend the construction of said improvement according to the plans, profile and specifications and contract herein, and he is ordered and directed, by the Board, to file his bond as such superintendent in the sum of \$5,000.00, conditioned on the faithful discharge of such duties, as superintendent as provided by law.

And now comes *Wm. E. Mahan* and accepts said appointment and files his bond conditioned as required by law with _____ as surety thereon which bond is hereby approved, and is in words and figures as follows. (H.I.).

BOND ORDINANCE.

AN ORDINANCE providing for the issue and sale of bonds to pay for the construction of the Marion Bailey et al Free Gravel Road in Union Township, Hendricks County, Indiana, and of all other expenses connected therewith, and providing for special tax levy.

Section 1. Be it ordained by the Board of Commissioners of Hendricks County, Ind., That for the purpose of paying for the construction of the Marion Bailey et al free gravel road in Union Township, Hendricks County, Indiana, and other proper expenses in connection therewith, bonds be issued to the amount of \$9,000.00, such bonds to be known as the Marion Bailey et al Free Gravel Road Bonds, Union Township, Hendricks County, Indiana, said amount being less than four per centum of the assessed value of the taxable property of said township.

Section 2. That said bonds shall be in denominations of \$450.00 each and shall bear interest at the rate of 5 per centum per annum, payable semi-annually, except as herein otherwise provided, on the 15th days of May and November of each year; shall be divided into twenty equal series of one bond each; the first series principal and interest, shall mature and be payable on the 15th day of May, 1922 and one series principal and interest, each six months thereafter until all are paid. Said bonds shall bear the date of July 15, 1921, and shall be signed by the Board of Commissioners of Hendricks County, Indiana, and be duly attested by the Auditor. The interest on said bonds

shall be evidenced by coupons thereto attached bearing the fac-simile signatures of said Board. The principal and interest on said bonds shall be payable at the office of the County Treasurer of Hendricks County, Indiana, in the office provided for said treasurer at the Court House in Danville, Indiana.

Section 3. for the purpose of raising money to meet said bonds and interest thereon as the same mature, said Board of Commissioners shall annually hereafter at the time the general tax levy is made, levy a special tax upon all the taxable property in Union township, subject to ~~the~~ taxation, both within and without any and all incorporated towns or cities in said township, and said tax shall be collected as other taxes are collected and shall be applied to the payment of such bonds and interest and to no other purpose.

Section 4. Said bonds shall be delivered by the Auditor of said County to the Treasurer of said County and said Treasurer shall sell said bonds at not less than their par value and the proceeds shall be kept as a special fund to pay for the construction of said road, and other expenses thereof as now by law allowed.

Section 5. This ordinance is hereby adopted by the Board, subject to the approval of any body now provided by law for such authorization and approval.

And now all the foregoing is hereby ordered by the Board.

And further proceedings herein are continued.

The Board of Commissioners now enters a determination to issue bonds in the above cause and directs the Auditor to give notice of such determination as prescribed by law.

And this cause is continued.

July Term, 1921.

State of Indiana,
Hendricks County, SS:

In the Matter of the petition
of Chas. A. Mackey and others
for a Free Gravel road in Center
Township, Hendricks County.

TO THE HONORABLE BOARD OF COMMISSIONERS:

We, the undersigned Engineer And Superintendent in charge of the construction of said above named road, respectfully report: That the contractor D. H. Fatout has completed each and every part of said road from Station 0 & 00 to station terminus according to the plans and specifications under which the contract was awarded; and that the road has been completed in detail as follows:

1st. The culverts and bridges have been completed according to the plans and specifications.

2nd. The sub-grade has been completed and the excavations and embankments completed according to the lines and figures indicated on the profile.

3rd The quality and quantity of the material used in paving said road is the same as required by the plans and specifications adopted by said Board of Commissioners and filed in the Auditor's office of said County and State.

J. P. Johnson
Engineer

J. N. Hadley
Superintendent.

Subscribed and sworn to jointly and severally before me this twenty-third day of June, 1921.

Chas. A. White
Auditor Hendricks County, Indiana.

Approved this day of

1921.

Geo. G. Shelton
J. D. Bricker

Board of Commissioners of Hendricks
County, Indiana.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

August Term, 1921.

In the Matter of the John Flinn
et al Highway in Union Township.

Comes now the Auditor and presents to the Board of Commissioners, the affidavits of Julian D. Hogate and Alvin Hall, editors and publishers of the Hendricks County Republican and the Danville Gazette, respectively, weekly newspapers of general circulation throughout Hendricks County, printed and published in the English Language, from which affidavit it appears that due notice of the determination of the Commissioners to issue bonds in the above cause was given by two weekly publications in each paper, the first of which publication was on the 7th day of July, 1921, and the second on the 14th day of July, 1921.

The Auditor further shows ~~that~~ Board that there is no ~~newspaper~~ newspaper of general circulation printed and published in Union Township, Hendricks County, Indiana.

And now the Auditor also presents and declares to the Commissioners that no petition of remonstrance against the issuance of bonds in the above cause has been filed in his office to date, viz: August 1, 1921. And the Board having been fully advised finds that ~~that~~ all the provisions of the law having been complied with, the Treasurer may proceed with the sale of said bonds, and orders that notice of bond sale be given.

And this cause is continued.

August Term, 1921.

August 1, 1921.

In the Matter of the Marion Bailey
et al Highway in Union Township.

Comes now the Auditor and presents to the Board of Commissioners, the affidavits of Julian D. Hogate and Alvin Hall, editors and publishers of the Hendricks County Republican and the Danville Gazette, respectively, weekly newspapers of general circulation throughout Hendricks County, printed and published in the English language, from which affidavits it appears that due notice of the determination of the Commissioners to issue bonds in the above cause was given by two weekly publications in each paper, the first of which publication was on the 7th day of July, 1921, and the second on the 14th day of July, 1921.

The Auditor further shows to the Board that there is no newspaper of general circulation printed and published in Union Township, Hendricks County, Indiana.

And now the Auditor also presents and declares to the Commissioners that no petition of remonstrance against the issuance of bonds in the above cause has been filed in his office to date, viz: August 1, 1921. And the Board having been fully advised finds that all provisions of the law having been complied with, the Treasurer may proceed with the sale of said bonds, and orders that notice of bond sale be given.

And this cause is continued.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued for further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

J. D. Bricker

Board of Commissioners.

June 6, 1921.

SUPPLEMENTAL CONTRACT.

In the matter of the construction of the Erasmus Brewer et al Road in Franklin Township, Hendricks County, Indiana.

This supplemental contract and agreement made and entered into this day of May, 1921, 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 highway, that certain changes and alterations be made in the construction thereof according to the following specifications, to-wit: The installation of culverts as follows: Station 21 plus 75, 24 feet of 24" Armco or equal with headwalls; station 44 plus 85.5' of 24" Armco or equal to be added to 25' already specified; station 51 plus 95, 26' of 20" Armco or equal; station 59 plus 25, 45' of 30" Armco or equal, all to have standard headwalls. The relocation of the bridge at 59 plus 25 at station 62 plus 54; the opening of a new ditch 5' wide at the top and 3' deep from station 59 plus 25 to station 62 plus 54; by the substitution of 1337' of 6" tile and 1337' of open ditch for a like amount of 10" tile; the construction of 1020' of open ditch in place of a like amount of 10" tile; the elimination of rolling the gravel and sprinkling.

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 \$ (NO) for such change or shall agree that the construction price of said highway be reduced in the sum of (\$ No) 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 6th day of June, 1921.

O. J. Larkin

Party of the First Part

Jno. G. Shelton

J. F. Brickert.

John E. Vestal

Board of Commissioners of Hendricks County.

Attest: Chas. A. White

Auditor

September Term, 1921.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

J. H. Brickner

Board of Commissioners.

October Term, 1921.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

In the matter of the petition
of Herman A. Canary et al for
the improvement of a public highway
by taxation in Lincoln Township.

SEE PAGE 288.

Ordered that the Board now adjourn.

Jno G. Shellen
A. D. Bricker

Board of Commissioners.

November Term, 1921.

In the matter of the petition
of Herman A. Canary et al, for
the improvement of a public highway
by taxation in Lincoln Township.

Come now again the petitioners in the above entitled cause and it appearing to the Board of commissioners that said petition was set for hearing on the 3rd day of October, 1921, and more than 20 days having elapsed since the day set for the hearing of said petition as indorsed thereon by the Auditor of Hendricks County, and it further appearing to said Board that no remonstrance to said petition having been filed by any voter or free holder in Lincoln Township, Hendricks County, Indiana, and the Board being duly advised in the premises finds that said petition contains the names of more than fifty free holders and voters of said Township, and that the same should be spread of record and viewers and an engineer be appointed to view the proposed improvement.

It is therefore ordered and adjudged that the prayer of said petitioners be, and the same is hereby granted and the petition is now ordered spread of record upon the records kept for such purpose in the Auditor's Office in Hendricks County, Indiana, which petition is in words and figures as follows, to-wit:

STATE OF INDIANA.

SS:

COUNTY OF HENDRICKS.

To the Honorable Board of Commissioners of Hendricks County, and State of Indiana:

We the undersigned free-holders and legal voters of Lincoln Township, in said Hendricks County and State of Indiana, hereby respectfully petition your honorable Board to take the necessary steps for the improvement by grading, ditching, draining, bridging, and culverting, and graveling or paving with stone or other road paving material, the following described public highway in Lincoln Township, Hendricks County and state of Indiana, to-wit:

Beginning at a point on the Township line between Lincoln and Brown Township, Hendricks County, Indiana, which point is the termination of a free gravel road running north and south between Section 1, Township 16 North, Range 1 East, and Section 6, Township 16 North, Range 2 East, and running thence south a distance of one-half mile to the point of intersection of said road with a free stone road running east and west between Section 1 and 12, Township 16 North, Range 1 East and Sections 6 and 7, and 5 and 8 of Township 16 North, Range 2 East.

Your petitioners would show that the public highway herein described and asked to be improved is less than 3 miles in length, to-wit: about one-half mile in length, and that the same both begins and ends in already constructed Free Gravel or Stone roads in Lincoln Township, in Hendricks County, State of Indiana and is located wholly in said Township.

Your petitioners would further show that the above described road is a part of a

Rural Free Delivery Route and that the improvement thereof will be of public utility.

Your petitioners would further ask that said improvement be made of not less than 30 feet in width, that said improvement throughout the course of the proposed improvement be paved with crushed stone and a gravel top to the width of 14 feet, with sufficient burns and ditches at each side thereof, and with such culverts, bridges and other waterways as will be sufficient to give proper drainage.

Wherefore we respectfully pray for the improvement as aforesaid and for all other proper relief in the premises.

NAMES: John K. Lanahan, Thos Roach, T. B. Robinson, Chester Neal, Martin Hart, J. T. Bronaugh, B. A. White, C. B. Hollett, Harry H. Hughes, V. S. Watson, C. R. Harmon, Elmer Smith, R. U. Salmon, O. L. Lowder, O. O. Kelly, Nellie Kelly, Chas. Courtney, P. F. Greeley, R. E. Mowry, John Symmonds, John Ford, J. F. Walsh, M. B. HyLton, Wm. Thompson, H. Warren, Mary Lee, Thomas Feeney, George A. Nash, Herman A. Canary, Eva Canary, Lincoln Canary, J. B. Bell, Patrick Hart, Wm. F. Kearns, John Kearns, Margaret Sullivan, Kathryn U. Kearns, E. L. Crose, Tom Haggard, Patrick J. Walsh, Irvin Henderson, James W. Ferree, C. W. Gladden, A. O. Chamness, H. A. Smith, R. C. Scott, W. F. Evans, Grant Arbuckle, J. P. Walker, J. T. E. Hollett, L. White, G. Eaton, W. I. Herdrich, John L. Marsh, William Gibbs, J. F. Lingeman, A. E. Miller, C. H. Neal, J. H. Edwards, C. W. McDaniel, W. H. Flinn, Ernest Poland, Chas. Edwards, Paul C. Hardin, E. W. Huddleston, H. E. Tharp, M. T. Hunter, Otis Duncan, Jno. A. Morgan, Pat F. Moran, T. G. Smith, Patrick P. Lee, Mary A. Lee, Lawrence Fox.

And it is further ordered that said petition be referred to viewers and the County Surveyor, who is a competent engineer, and who has qualified by filing his bond with the Auditor of Hendricks County, Indiana, in the penal sum of \$ payable to the state of Indiana and approved by the Board of Commissioners of said County and State.

And now the board appoints for viewers Alfred Lineinger and John Hunt, two responsible free holders and voters of Hendricks County, Indiana, neither of whom is a resident of Lincoln Township, and in which said township neither owns property, the same being the Township in which the highway proposed to be improved is located.

It is further ordered by said Board that said engineer and viewers meet at the Auditor's Office of Hendricks County Indiana on the 14th day of November 1921, at ten o'clock A.M., and there take an oath and subscribe to the same, to faithfully and impartially discharge the duties as the Law imposes in such cases made and provided.

It is further ordered that said engineer and viewers make report of their doings herein at the December Term, 1921, of said Board of Commissioners.

And this cause is continued.

November Term, 1921.

In the matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the construction of roads in Hendricks County, Indiana, are continued or further time is given or required in such proceedings that such proceedings and matters are to be taken as continued or further time is hereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

State of Indiana, Hendricks County, SS:

In the matter of the petition of C. H. Downard and others for a Free Gravel Road in Marion Township, Hendricks County.

TO THE HONORABLE BOARD OF COMMISSIONERS:

We, the undersigned engineer And Superintendent in charge of the construction of said above named road, respectfully report: That the contractor Chas. Williams has completed each and every part of said road from station 0 plus 00 to station Terminus according to the plans and specifications under which the contract was awarded; and that the road has been completed in detail as follows:

1st: The culverts and bridges have been completed according to the plans and specifications.

2nd. The sub-grade has been completed and the excavations and embankments completed according to the lines and figures indicated on the profile.

3rd: The quality and quantity of the material used in paving said road is the same as required by the plans and specifications adopted by said Board of Commissioners and filed in the Auditor's office of said County and State.

J. P. Johnson Engineer

B. F. Parsons Superintendent.

Subscribed and sworn to jointly and severally before me this 19th day of October, 1921.

Albert M. Pattison

Auditor of Hendricks Co.

Approved this 7th day of November, 1921.

Jno. G. Shelton

J. D. Brickert

John E. Vestal

Board of Commissioners of Hendricks
County, Indiana.

ordered that the Board now adjourn.

Jno G. Shelton
J. D. Brickert

Board of Commissioners.

October Term, 1921.

In the matter of the petition
of Herman A. Canary, et al for
the improvement of a public highway
by taxation in Lincoln Township.

Come now the petitioners in the above entitled cause and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than fifty free holders and voters of Lincoln Township, in Hendricks County, Indiana, was filed in the office of the County Auditor on the 10th day of September, 1921; and it further appearing to said Board that at the time of the filing of said petition the same was set for hearing on the 3rd day of October, 1921, as shown by the endorsement of Albert M. Pattison, Auditor of said Hendricks County, on the petition, which indorsement is in the words and figures as follows, to-wit: (H.I.).

And said petitioners now coming in for hearing before the Board, said petitioners produce and file the affidavits of Alvin Hall, editor and publisher of the Danville, Gazette, a weekly newspaper of general circulation, printed and published in the English Language in the town of Danville, Hendricks County, Indiana, the county in which said highway proposed to be improved is located. Said affidavits and the notices thereto attached being in the words and figures as follows, to-wit: (H.I.).

And it appearing from said affidavit to the satisfaction of said Board that due notice of the filing and the time and place of hearing said petition was given in said newspaper, by two consecutive weekly publications therein, the first of which publications was on the 15th day of September, 1921, and the last on the 22nd day of September, 1921.

And said petitioners now also produce and file the affidavit of John K. Lanahan of said County and state, which affidavit and the notice attached thereto are in the words and figures as follows, to-wit: (H.I.)., from which affidavit it appears that due notice of the filing of said petition and the time and place of the hearing of the same was duly given by said affiant under the order and direction of the said Auditor of said County and state by posting copies of said petition with the time and place of hearing of the same indorsed thereon, in three public places in Lincoln Township, said county and state aforesaid, for more than fifteen days before the 3rd day of October, 1921.

And said petitioners now also produce and file the certificate of Albert M. Pattison, Auditor of said Hendricks County, which said certificate and notice attached thereto are in the words and figures as follows, to-wit: (H.I.), from which it appears that a duly certified copy of said petition with the time and place of hearing the same indorsed thereon was duly posted by said Auditor at the door of the court house at Danville, Indiana, for more than fifteen days before the 3rd day of October, 1921.

And it further appearing to said Board that no taxpayer of Lincoln township aforesaid having filed any objection to the form or sufficiency of such petition, and the board having examined said petition, does now find the same sufficient and in due form and according to Law; that the same was filed in the office of the Auditor of Hendricks County,

Indiana, on the 10th day of september, 1921, and by indorsement upon said petition the Auditor of said county did fix for the hearing of the same the 3rd day of October, 1921, the same being the first day of the regular October Term, 1921, of the Commissioners of Hendricks County, Indiana.

And said Board further finds that the said highway asked to be improved is less than three miles in length; that a United States Mail Route passes over the same, and that said highway connects at each termini with a free gravel or stone road.

It is therefore ordered and adjudged by the said Board that the said petition is sufficient and substantial in form and in all respects according to Law, and now time is given for remonstrance.

And this cause is continued.

State of Indiana

Office of the State Board of Tax Commissioners.

In the matter of the question of)
 approving bonds in the amount of)
 \$58,500 for the construction of) No. 405.
 the Calvin Cutrell road in Wash-)
 ington Township, Hendricks County.)

November 28, 1921.

The county Auditor having certified a petition of ten or more taxpayers asking a review of the matter by this Board, this cause was set for hearing November 25th, 1921, at 10:00 A.M., at the court house in Danville, Indiana, and N. K. Todd attended at said time and place and filed written report of facts presented at the hearing.

This Board, a quorum being present, having reviewed all the facts, now finds in favor of the objectors to this bond issue, and that the objections are good and sufficient and the bond issue should be disapproved.

It is therefore considered, ordered and decreed that the bond issue of \$58,500 for the construction of the Calvin Cutrell road in Washington Township, Hendricks County, Indiana, be and the same is not approved by this Board.

STATE BOARD OF TAX COMMISSIONERS

OF INDIANA

JOHN J. BROWN, Chairman.

Attest:

WM. C. HARRISON, Secretary.

In the matter of the question of)
 approving bonds in the amount of)
 \$58,500 for the construction of) No. 405
 the Calvin Cutrell road in Wash-)
 ington Township, Hendricks County.)

STATE OF INDIANA)
 OFFICE OF THE STATE) SS
 BOARD OF TAX COMMISSIONERS)

I, William C. Harrison, Secretary of the state Board of Tax Commissioners, hereby certify that the above and foregoing is a full, true and complete copy of the order entered by the Board in the above entitled matter on the 28th day of November, 1921.

WITNESS my hand and the seal of said Board this 29th day of November, 1921.

Wm. C. Harrison
 Secretary.

November 7, 1921.

SUPPLEMENTAL CONTRACT.

In the matter of the Construction of the Marion Bailey Road in Union Township, Hendricks County, Indiana.

This supplemental contract and agreement made and entered into this seventh day of November, 1921, by and between D.H. Fatout of Danville, 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: Deepening and extending outlet for tile drains at Station 8 plus 24 by running line of 8" tile to 12" tile on Flinn Road; tile for same to be furnished by Chas. C. Clay, thru whose land said drain runs, and whose endorsement of such change and this agreement is signified by his signature hereunto attached.

(Signed) Chas. C. Clay.

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 \$66.00 for such change, 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 seventh day of November, 1921.

Attest: Albert M. Pattison Auditor.

D. H. Fatout, Party of the First Part.
 Jno. C. Shelton & J. D. Brickert, Board Commissioners