State of Indiana
SS:
Hendricks County

In the Commissioners Court,
December 27th, 1921.

In the matter of the Calvin Cutrell et al Road.

Whereas, it doth appear of record that the state Board of Tax Commissioners of the state of Indiana sustained the remonstrance against the issuing of the bonds for the construction of the above entitled improvement and denied the issuance of such bonds, it is therefore considered by the Board of Commissioners of said county that the contract with D. H. Fatout for the construction of said improvement should be set aside and cancelled.

And now said D. H. Fatout appears before the Board in person and hereby and herein consents to the cancellation and setting aside of the contract for the construction of the Calvin Cutrell et al road.

It is therefore ordered by the Board that such contract be and the same is hereby set aside and cancelled and held for naught as though no contract for such construction had ever been made.

It is further ordered by the Board that the proceedings in the above entitled matter be and they are hereby set aisde in so far as any steps were taken in the awarding of the contract for the construction of said improvement, and in the passage of a bond ordinance, and in all other respects the proceedings herein are confirmed.

All of which is hereby ordered by the Board.

In the Matter of the Marion Bailey et al Road.

Comes now D. H. Fatout, to whom was awarded the contract for the construction of the above entitled road, and akks the Board for an extension of the time in which said contract may be finished and asks that said time be extended to July 1st, 1922.

And the Board being duly advised and informed in the premises doth find that said request should be granted, and it is hereby ordered by the Board that the time for the completion of the contract in said above emtitled road be extended to July 1st, 1922.

In the Matter of the John Flinn et al Road.

Comes now D. H. Fatout, to whom was awarded the contract for the construction of the above entitled road, and asks the Board for an extension of the time in which said contract may be finished and asks that said time be extended to July 1st, 1922.

And the Board being duly advised and informed in the premises doth find that said request should be granted, and it is hereby ordered by the Board that the time for the completion of the contract in said above entitled road be extended to July 1st, 1922.

In the Matter of the

Robert Pierson et al road.

Comes now D. H. Fatout, to whom was awarded the contract for the construction of the above entitled road, and asks the Board for an extension of the timw in which said contract may be finished and asks that said time be extended to July 1st, 1922.

And the Board being duly advised and informed in the premises doth find that said request should be granted, and it is hereby ordered by the Board that the time for the completion of the contract in said above entitled road be extended to July 1st, 1922.

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.

stationalism of

th which said

Find that said

in the far the

TF 185, 1902,

te melaurelies

IN MILION SAID

like that said

time for the

y 1st, 1902.

mitera pertain-

use or further

0011078 878 10

territo being

present by the

NY THAT

14 24 CC.

In the Matter of the C. H. Downard et al Road.

Whereas, it appears to the Board that it was for the betterment of the above entitled road that additional crushed stone in the amount of 222 2/9 tons should be placed thereon, over and above what the plans and specifications called for, and whereas said amount of additional crushed stone was by the contractor placed on said road at and by the direction of the Superintendent in charge of said road at places thereon where it was absolutely necessary that such additional crushed stone be placed to make a better job of construction, and now it appearing that by the placing of such additional crushed stone on said road it would save the county the expense of later putting said stone thereon and of paying therefor out of the Free Gravel Road repair Fund, it is now therefore ordered by the Board that said additional stone as herein before shown to have been placed on said road for its betterment shall be and the same is hereby ordered paid for out of the Free Gravel Road Repair Fund of the county in the sum of \$500.00, all of which is hereby ordered by the Board.

And such payment is made out of said Repair Fund on account of the fact that the Bond Fund for the construction of said road is practically exhausted, as the same is now found by the Board.

In the matter of the Petition of Robert Westerfield et al for the Vacation of a Public Highway in Center Township.

the street of the San Street and San Street Street

Come now Rebert westerfield and nineteen others and present and file their certain petition on the 10th day of December, 1921, in the Auditor's Office of Hendricks County, Indiana, praying for the vacation of a certain public highway in Center Township, Hendricks County, Indiana, which petition is in the following words and figures, to-wit: (H.I.).

And now the Auditor certifies over his hand and seal that on the 10th day of December, 1921, he mailed notices of the filing of the petition herein and of the time and place where the same would be heard to all persons named in said petition whose lands would be affected by the vacation of said public highway, and who had not signed said petition, which certificate of said Auditor is in the following words and figures, to-wit:

(H.I.).

And also Robert westerfield files his affidavit that he posted notices of the filing of such petition, and of the time and place where the same would be heard, in three public places in the neighborhood of the public highway sought to be vacated, more than twenty days before the date named in said notice for the hearing of said petition, which affidavit is in the following words and figures, to-wit: (H.I.).

And now on this 3rd day of January, 1922, all the above facts appearing to the Board to its satisfaction, it assumes jurisdiction in said matter and finds that viewers should be appointed to view said public highway sought to be vacated. The Board further finds that said petition has been signed by more than twelve freeholders of the county, and that more than six of said petitioners reside in the immediate neighborhood of the highway sought to be vacated. The Board further finds that said petition was filed in the office of the Auditor of Hendricks County, Indiana, more than 20 days before the date set for the hearing thereof, and that notice thereof was given by posting of notice therein as by law provided. Further that the Auditor mailed notices to all persons whose lands will be affected by the vacation of such highway and who did not sign said petition more than 20 days before the date fixed in said notice for the hearing of this petition.

And new the Board does accept said petition and finds that viewers should be appointed to view said proposed vacation of highway and report to the Board at the next regular session thereof.

The Board does now appoint Alfred L. Lineinger, James McCormick and John Hunt, three disinterested freeholders of the county, to make such view and report on the public utility of such proposed vacation.

All of which is finally ordered by the Board.

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.

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 present to the Board and file their petition asking that the material originally prescribed for the improvement and surfacing of said highway be changed and that other less expensive road surfacing material be substituted therefor, and specifying the material originally prescribed for the surfacing of such highway and the material which it is proposed to substitute and the reasons for requesting such substitution, which petition is in the following words and figures, to-wit:

STATE OF INDIANA, HENDRICKS COUNTY, SS: In the matter of the Petition of In the Commissioners Court, Calvin Cutrell et al for the Improvement . February Term, 1922. of a Public Highway in Washington Township HenDricks County, InDiana.

To the Honorable BoarD of Commissioners of Hendricks County, Indiana.

We, the undersigned, represent and say that we are and constitute a majority of the original petitioners for the improvement of the road known as the Calvin Cutrell et al road; that the contract for the construction of the above entitled road has been set aside and cancelled as the same is shown on the records in the Auditor's office; that there is now no contract for the construction of said road; and we ask that the material originally prescribed for the improvement and surfacing of said highway be changed and that other less expensive road surfacing material be substituted therefor.

And we herein show that the material originally prescribed for the surfacing of such highway was as follows, to-wit: Rock base, with a top covering of rock chips, and a surface treatment of tarvia and other specially prepared material ..

We herein ask that there be substituted therefor the following surfacing material, to-wit:

Rock base, with a good grade of gravel thereon, for the reason that it will make the cost of construction less than the original proposed cost, and we ask your honorable Board take such steps as may be necessary to make such change of surface material.

NAMES: Calvin Cutrell, J. A. Hawkins, J. W. Price, Ed Mills, Frank Broyles, M.N. Frantz, Isaac Parsons, Clara Mills, Martha A. Walton, Beckie Hawkins, Fred Price, Benj. Davis, S. R. McClain, Mat Acton, W. H. Mattern, C. M. Roark, C. L. Jenkins, Ches. Miller, Grover Price, Frank H. Jessup, Isaac Hodson, Leslie Selch, O. L. Davis, Elmer Crews, Geo. W. Simmon, J. W. Frazee, Anna O. Hagee, Emmett Louis, Harvey Hurin, M.M. Hollingsworth, W. T. Walton, Opal Parnell, George Clodfelter, Eli Rogers, Horace Zimmerman, Byron N. Cox, Glen McClain, James Robison, E. A. Zimmerman, Geo. Mann, Emeline Haworth, Agnes Hutto, D. V. Clark, S. N. Merritt, Geo. W. Cassity, Frank

de. Wiewers.

te filing

te.

Pe than

a, which

further sunty, and high.

the | inte set

terein as nds will

re than

appointed Wlar.

t, three ic utility

pertain-

further

are to be MINE TAKE

the Boards

McCalment, D. S. Barker, T. A. Gossett, Mrs. T. A. Gossett, WM. P. Clark, J. H. Denny, T. E. Francis, William Nicherson, Vincent S. Hamblen, Joe Watkins, J. N. Merritt, Rosa Jenkins, Chas, E. Hurin, Fred Marchal and Eveline Pavis.

AnD the affidavit of J. A. Hawkins, one of the original petitioners in said above entitled matter, and also one of the petitioners for the change of material, is filed, in which affidavit it is shown that the petition for the change of material is signed by a majority of the original petitioners for said highway, which affidavit is in the following words and figures to-wit:

State of Indiana,
SS:
Hendricks County,

In the matter of the petition of Calvin Cutrell et al for the improvement of a Public Highway in Washington township, Hendricks County, Indiana.

J. A. Hawkins, having first been duly sworn upon his oath says that he is one of the petitioners on the original petition filed in the above entitled matter. Further affiant says that the petition presented and filed herein for a change of the surfacing material originally specified herein for a less expensive surfacing material is signed by a majority of the original petitioners for said improvement.

Further affiant says not.

J. A. Hawkins.

Subscribed and sworn to this 6th day of February, 1922.

John T. Hume
Prosecuting Attorney.

My Commission expires Dec. 31, 1922.

And now the Board, having impsected said petition and the affidavit filedtherewith, and being fully advised and informed in the premises, doth now find as follows:

That there is no contract now in force and effect for the construction of the said above entitled improvement; that the contract heretofore awarded to D. H. Fatout has been cancelled and set aside.

That it would be for the best interests of the said above entitled improvement to change the surfacing material originally specified for said improvement and to make therefor a surfacing material which will be less expensive as prayed for in the petition for a change of material.

It is therefore ordered by the Board that the prayer of the petitioners be granted and that viewers and an engineer be named to meet and make such changes in the plans and specifications for the surfacing material of said road as are asked for in said petition.

And now the Board appoints J. P. Johnson, as engineer, and william D. Corrie and Charles B. Davison, as viewers, to meet in the Auditor's office at Danville, Indiana, on Saturday, February 11th, 1922, and qualify for their appointment herein and that such

engineer and viewers proceed to perform their duties as requested by the petition for the change of surfacing material in the above entitled improvement.

And said engineer and viewers are directed to file their report in the Auditor's office not later than the 22nd day of february, 1922.

And further proceedings herein are continued.

FEBRUARY TERM, 1922.

In the matter of the Petition of Robert Westerfield et al for the vacation of a Public Highway in Center Township.

or titled her has see at

and of the exclusive

i balantal is street

as fullyses.

entled of the 1814.

In He Patent has Not

at improvement to

pinic les

Separate by groups

to the photos

the participan

A. Comb par

and the fact

ille, feiles, fr

at and he made counter

Come now the viewers heretofore appointed in the above entitled matter and meet as directed by the order of the Board and qualify for their appointment by taking an oath to faithfully and impartially discharge their duties, which oath was taken before the Auditor of Hendricks County, Indiana, on the 10th day of January, 1922, and is in the following words and figures to-wit: (H.I.).

And now said viewers proceed to view said highway, as described in the petition filed herein, and hereinafter described, which is sought to be vacated, and after viewing the same said viewers make and file their report that the vacation of said described highway will be of public utility, which report is in the following words and figures, to-wit: (H.I.).

And now the above matter coming on for hearing and action by the Board on said report the Board, having inspected said report of the said viewers and being duly advised and informed in the premised doth find as follows:

That the report of the viewers was filed in the Auditor's office on the 28th day of January, 1922.

That no remonstrance has been filed against said report of the viewers or against the vacating of said highway.

That the vacation of said highway as described in the petition and in the report of the viewers and hereinafter in this order described will be of public utility.

It is therefore ordered by the Board that the following described highway in Center township, Hendricks County, Indiana, to-wit:

Commencing at the South half mile stone of section 14, township 15 North, range 1 west, in Hendricks County, Indiana, on the south line of said section 14, thence South through the center of section 23, township and range aforesaid, and deflecting to the Danville and Cartersburg road and ending at a point on the North line of said Danville and Cartersburg road, be and the same is hereby ordered vacated, and that the same shall be no longer a public highway.

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 a-

In the Matter of Cancellation of Contract for Bridge Construction on the Frank A. Haynes et al County Unit Road.

Whereas it appears to the Board of Commissioners of Hendricks County, Indiana, that heretofore, to-wit, on the 16th day of March, 1920, the Board of Commissioners of Hendricks County, Indiana, entered into a contract with the Winamac Construction Company of Winamac, Indiana, for the construction of a cement bridge immediately West of the town of Brownsburg, Indiana, which bridge was designated as follows in the plans and specifications prepared and approved in the above entitled matter, to-wit: Bridge structure #28, County Unit Project #2, and said contract proce with said Winamac Construction Company for the construction of said bridge or project was the sum of \$15,447.00 and now,

It appearing to the Board that said above bridge will not be constructed under and pursuant to said contract on account of the failure to sell the bonds to provide funds for the construction thereof, and

Now, it appearing to the Board that the Winamac Construction Company has presented and filed its written agreement to cancel said contract, which written agrrement is filed with the County Auditor and made a part of the record, herein, and is in words and figures as follow, to-wit:

Winamac, Indiana, March 6th, 1922.

In the matter of the contract for the construction of the bridge West of. Brownsburg on the Crawfordsville Road under the County Unit Road Law.

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

We, the undersigned, hereby and herein release our rights under and pursuant to a contract made on the 16th day of March, 1920, for the construction of the above entitled bridge, and we ask that said contract be cancelled of record by your Board.

The Winamac Construction Co.,

Winamac, Indiana.

By E. L. Bader.

And, whereas, it appears to the Board-that it would be to the best interests of the County to cancel said contract, now it is ordered by the Board that the above mentioned contract be and the same is hereby in all things cancelled and set aside, and the Winamac Construction Company, and its bondsmen, the United States Fidelity & Guaranty Company of Baltimore, Md., are hereby released from all and every obligation by reason of said contract and the bond provided therein.

J. D. Brickert

John E. Vestal

M. A. Gregory
Board of County Commissioners.

or ratters pertalli-

and that the saw stall

entered or further and matters are to be it record being mile ndered by the Boards

In the matter of the Harry M. Garner et al Road.

Whereas, it appears to the Board of Commissioners of Hendricks County, Indiana, that the proceedings heretofore had in the above entitled matter were made pursuant to the laws of the state of Indiana, providing for the improvement of highways by taxation, as provided in the Acts of the General Assembly of the State of Indiana in the year 1905 at page 521, and acts amendatory thereto, said Acts being considered by the Board as supplementary to the Acts approved March 11th, 1901, as specified by Section 7734 of Burns Revised Statutes of 1914, and whereas, heretofore, to-wit, on the 11th day of July, 1919, the Board of Commissioners of Hendricks County, Indiana, let a contract for the construction of the above entitled road at and for the sum of \$57,465.00, which amount was within the estimated cost of said road as made by the viewers and engineer, but in a sum so large as not to leave sufficient of the funds realized from the sale of bonds in the said proceeding to pay the sum named in the said contract and also the other expenses incurred in such proceeding,

Now, therefore, the Board doth in said above entitled matter specifically find as follows:

That the amount received from the sale of the bonds in said above entitled matter was \$58,500.00; that the other expenses legally incurred in said matter for the preliminary expenses, cost of holding the election therein, cost of sale of bonds, transcript fees, cost of the supervision of construction and other charges was the sum of
\$1,654.97; that the contractor has been paid the sum of \$56,845.00; that there is yet
due on the original contract price the sum of \$620.00; that there were supplemental contracts made providing for additional material for the betterment of said road in the sum
of \$402.50, and that there is now due and owing to the contractor on said road the sum
of \$1,002.50 and that bonds should be issued and sold to provide for the payment thereof
of said sum in the amount of \$1,000.00%

And the Board does now herein declare its intention to issue such bonds as hereinabeve ordered, and directs that the Auditor give notice of such determination as by law provided.

All of which is hereby ordered by the Board.

IN THE MATTER OF THE H. C. JORDAN ET AL ROAD

Whereas it appears to the Board that Dayton Stuart, one of the viewers heretofore appointed in the above entitled road, has died, the Board does now of its own motion appoint Cyrus Nicholson, a householder & freeholder of Hendricks County, Ind., and not a resident of Eel River township, nor the owner of any taxable property therein, as a viewer on said road in the place and stead of said Dayton Stuart, deceased. And further proceedings herein are continued.

· The second second

Granty, Indiana, the

and programme to the

value by taxables, as

in the time year 1905.

A by the best or

e Sanssie TRA et

the 13th day of

let a contract for

17,465.00, with

wars and maintain.

act from the sale of

of and also the other

entrically find as

s antitled mitter

or for the pre-

of bonds, trace-

was the sum of

at there is put

supplemental con-

is road in the sur

ald read the sun

County, Indiana,

intence due da

shall bear date.

ed of five June

and shall bear

County Treasurer

nde as bereinabere

t by law provided.

In the Matter of the County Surveyor and Manager County Su County Engineer for Hendricks County.

Whereas, it appears to the Board of Commissioners of Hendricks County, Indiana, that J.P. Johnson has filed his written resignation as County Surveyor to be effective from and after March 6, 1922, and also has ceased to do the work of county engineer, now therefore the Board does hereby appoint George R. Harvey as County Surveyor and County Engineer to serve out the unexpired term of J.P. Johnson, resigned. And now said George R. Harvey accepts said appointment and does now qualify for such appointment by taking the oath as by law required and filing his bond, which bond the Board does now approve.

And the said George R. Harvey is hereby appointed in the place of the said J.P. Johnson in all road and bridge matters in said county and to do all the work on said matters as County Engineer for and in the place of the said J.P. Johnson, resigned.

the season and something the state of the season of the se 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 viewers and engineer heretofore appointed at the regular February term, 1922, of the Board of Commissioners of Hendricks County, Indiana, in the above entitled matter, and show to the Board that it was impossible to file their report herein on the 22nd day of February, 1922, and ask the Board to extend the time of filing of the report herein until the 20th day of April, 1922.

And the board being duly advised in the premises does now extend the time of filing the report until April 20th, 1922, at which time the Board orders that the said report or said by the man to the bound of the bound of the said of the sa be filed.

to the state of the same and the same and the same of the same of

All of which is hereby ordered by the Board.

In the Matter of continuances on road proceedings.

It is hereby rodered 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 Beard. . All T. and and Sold at tone tone of the Lot

Ordered that the Board now adjourn.

the state of the s

. The State of the

The year and a supplied and by the country that has been been and the recovery

et al to improve a Public Highway of the County.

line between marion County and Hendricks County.

Comes new William A. Opple and more than 75 other persons and file their petition for the improvement of a Public Highway on the County line between the counties of Hendricks and Marion, in the State of Indiana, together with proof of the filing of said petition and the qualifications of the signers of said petition, which said Public Highway proposed therein, would be laid out and improved is described as follows: Beginning on the said county line at the Southeast corner of said Hendricks County and at the Southeast corner of Section 20, Township 14 North, Range 2 East, and running thence North on the Section line dividing Section 20 and 21, Township and Range aforesaid to the North line thereof to the intersection of an improved highway running east and west on the North line of said Section 20 and 21 and which highway proposed to be improved is one mile in length.

Which said patition, proof of signing thereof, and qualification of the petitioners to sign the same are in words and figures following, to-wit:

State of Indiana,

Hendricks County,

SS:

In the Commissioner's Court
April Term, 1922.

To the Honorable Board of Commissioner's of Hendricks and Marion Counties, greeting: We the undersigned, Adult Resident free Holder's, of Guilford Township, Hendricks County, in the state of Indiana, or Decatur Township, marion County, in the state of Indiana, would represent that we constitute more than 75 resident free holders of said Guilford Township, Hendricks County, Indiana, and said Decatur Township, Marion County, Indiana, and that there are at least 10 signers from each of said Townships and we respectfully petition your Honorable Boards to take the necessary action to lay out and improve by grading, draining, bridging, culverting and graveling the highway hereinafter described and we ask that the improvement be made in all respects in accordance with the provisions of an Act entitled "An Act, Concerning the Construction of Free Gravel or other macadamized roads", on the Boundary line between counties approved march 9, 1907, and all acts amendentory thereto.

We recommend that said road be laid out and improved to the width of 30 feet and that the same be macadamized with a good quality of gravel and that the cost and expenses of said improvement be provided by the issue and sale of bonds as provided by law in such cases.

The highway herein asked to be improved is on the county line between the counties of Marion and Hendricks, in the state of Indiana and more particularly described as follows, to-wit: Beginning on the said county line at the Southeast corner of said county of Hendricks and at the Southeast corner of Section 20, Township 14 North, Range 2 East,

and running thence. North on the Section line dividing section 20 and 21, Township and Range aforesaid to the North line thereof to the intersection of an improved highway running east and west on the North line of said Section 20 and 21 and which highway proposed to be improved is one mile in length.

Petitioners say that said Highway asked to be improved is on the county line dividing Marion County and Hendricks County, and divides Guilford Township and Decatur Township in Hendricks and Marion Counties respectfully.

Wherefore petitioners ask and pray for the improvement herein described.

NAME

Ida B. Plummer

No. of

Wills Her

41, 124

12420a

CONTRACT TO

L and west

secreted in

etitionera

s tile

elders

helon

a sad

ereit-

104

parch

of that

s of

c2

NAME

Gui

lford Township, Hendricks County, Indiana.	
	lana.
W. A. Opple	Wm. Cale Estate, per Clarence Harris.
Joel J. Plummer	John M. O'Connor
Charles L. Wollenweber	Frank Kellum
Joseph Pollock	C. L. mendenhall
W. S. Jessup	W. H. Kellum
H. StoKesberry	Horace Reeve
F. m. Stokesberry	H. W. Baker
F. V. Beeler	Wallace T. Jessup
L. A. Apple	Walter G. Jessup
A. C. Kidwell St. Co. Sites Co.	Wm. Hite
A. H. Kemper	Al. Pointer
Chas. Hampton	D. mcCrary
John Caplinger	Indiana K. Gregory
Jason Hampton	Wilson Smitherman
Charles A. Clark	Amos Greeson
Richard Munday	Albert Harvey
Harry mcCrary	Andrew Jewell
Andrew Opple	Earl Duncan
D. C. Jessup	Chester Smith
Wm. A. mcGrary	Jacob Gray
C. m. Whitney	Horace A. Hadley
Evert messersmith	David Palmer
Henry Price	Arthur Palmer
E. L. Warriner	Lester monday
Bert Beasley	Walter Kellum
C. R. Hadley	Elmer E. Baker
Levi Greeson	Ben Barnard
Joe Blackburn	Ella Beeler

DECATUR TOWNSHIP MARION COUNTY INDIANA.

NAmE

NAmE

LeanDer Williams

John Clark

A. C. mendenhall

Shurman Rhoads

m. Unversatt

John m. Scudder

George Copeland

Arlie Scott

John Fleener

L. m. Edwards

R. G. Spencer

C. B. Jennings

Henry Gray

Wm. T. Park

J. E. Gevye

B. F. Yeager

T. A. Beasley

John monday

Oscar Coppock

Wm. Edwards

Arthur Richey

Levi Reynolds

D. m. Reynolds

Charles Reynolds

Eli Reynolds

James Burk

Levi Paddock

Wm. A. Brown

John Routon

Frank CopelanD

Baxter D. Park

Geo, P. Blank

O. W. DaviD

Harry K. miller

C. A. MILLER mills.

A. A. Phillips

John E. Bean

Wm. C. Yeagee

L. W. Parsons

Geo. Compton

I. munday

melvin C. Underwood

Alonzo Baker

David Farsha

Edwin S. mills

merrill Dorrell

D. W. millis

Chas. Bain

Guy P. mcAnnis

Chas. Payk

L. T. Chapman

Omar Fields

S. I. myron

Walter L. Fields

. . . .

Continue of the

The transmission of the later

Whiten & . C .

Sefe the state

This fair was and

Ed Routon

E. E. mcClary

State of Indiana, morgan County, SS:

In the matter of the Petition of
Wm. A. Opple et al for the improvement
of a highway on the county line between
Hendricks and Marion Counties in the state
of Indiana.

TANK . 3 108: 5

The State of the S

and audre

Comes now Wm. A. Opple who being duly sworn upon his oath that he is one of the petitioners in the above entitled cause, That said petition is signed by more than 75

adult resident free-holders of Guilford Township, Hemiricks County, Indiana, and Decatur Township, Marion County, Indiana, and that not less than 10 of such petitioners reside in said Guilford Township, and noT less than 10 of such petitioners reside in Decatur Township.

Wm. A. Opple
Affiant.

Subscribed and sworn to before me this 29th day of march, 1922.

Levi E. Ballard Notary Public.

my commission expires April 8, 1922.

And the Board having examined the petition and being full advised in all matters ax connected therewith finds for the Petitioners; that said petition is in due form and regular; that the same is signed by more than 75 resident adult free holders of the township of Guilford in Hendricks County, Indiana, and the Township of Decatur in Marion county, Indiana, and that more than 10 of said petitioners are resident adult free holders of each of said Guilford and Decatur Township, the only Townships abutting, the proposed highway asked to be improved under this said petition. The Board so finds further that said petition was duly and legally filed in the office of the Auditor of Hendricks County on the 30th day of march, 1922, and that the same came on to be heard before said Commissioners on the 3rd day of April, 1922, the same being the first day of the regular April Term, 1922, of the Commissioners Court of Hendricks County, Indiana, and that said petition was fully and legally presented to the Board of County Commissioners of the said County on said Day.

It is therefore considered and ordered by the Board of Commissioners, of Hendricks County, Indiana, in regular session assembled, that the Board of Commissioners of Marion County meet in joint session/the Board of Commissioners of Hendricks County, Indiana, on the 24 24th day of April, 1922, at the hour of 10 A. m. of said day, which joint meeting of said Board of Commissioners shall be held in the Commissioners room in the Court House in the town of Danville, Endiana, Hendricks County, Indiana, on the day heretofore set out, for the purpose of considering saidpetition, the appointment of viewers, and an engineer for the purpose of viewing said proposed improvement of said Public Highway.

It is further considered and ordered by the board that the Auditorof Hendricks
County, Indiana, give the Board of Marion County, Indiana, 15 days notice of the time
and place of said joint session of the said Board of Commissioners by transmitting to the
Auditor of Marion County, Indiana, a duly certified copy of said petition and therein,
together with the proof of biging signing of saidpetition and the qualifications of
the petitioners who signed said petition, and of this order.

And further proceedings herein are continued.

f the than 75 In the matter of the petition of

John C. Chitwood, et al for the improvement

of a public highway in Brown Township,

Hendricks County, Indiana.

Come new 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 Brown Township, Hendricks County, Indiana, was filed in the office of the County Auditor on the 14th day of March, 1922.

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 3rd day of April, 1922, as shown by the endorsement thereon by Albert M. Pattison, 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, the petitioners now produce and file the affidavits of Julian 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, Indiana, in Hendricks County, in which county said highway proposed to be improved is located, said affidavits and notices thereto attached being in the words and figures as follows, 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 16th day of March, 1922 and the last of which publications was on the 23rd day of March, 1922.

And said petitioners now also produce and file the affidavit of Timothy J. Feeney, of said county and state, which affidavit and notice are in 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 andplace 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 same endersed thereon in three public places in Brown Township, said county and state, for more than fifteen days before the time set for hearing of said petition, said notices being posted along the line of the proposed improvement.

And said petitioners further produce and file the affidavit of Jewel Stevenson, which affidavit and notice attached are in words and figures as follows, to-wit: (H.I.). from which affidavit it appears to the satisfaction of the Board that a copy of said petition with the time and place of hearing the same endorsed thereon was duly posted at the door of the Court House in said county for more than fifteen days before the 3rd day of April, 1922.

And it further appearing to said Board that no taxpayer of Brown Township, county and state aforesaid, 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 14th day of March, 1922, and by endorsement on said petition said auditor did fix for the hearing of the same the 3rd day of April, 1922, the same being the first day of the regular April Term, 1922, 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 U. S. Mail Route passes over the entire length of said road with the exception of 5/8 mile thereof, that said highway connects at each end with improved free gravel roads, one of which is already constructed, and the other having been petitioned for.

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 remenstrance and this cause is continued.

In the matter of the petition of

WM. A. Opple et al for the improvement

of a highway on the County line between

Hendricks and Marion Counties, in the state

of Indiana.

(April 24, 1922, special session, See Page 320).

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.

estimated in the Contest with a set of the contest of the contest

agent up served to the transfer of the transfer of the total property to

or tourselection of gold and a tour or the sound of the s

to server and the state of the

Ordered that the Board now adjourn.

and the state of t

Board of Commissioners, Hendricks Co, Ind.

it appearing to the mile.

Itama, abat a petition

of Brown Township,

by Auditor on the 14th day

of at the time of filing

oril, 1922, as shown by

toke County, Indiana,

(.I.).

d, the petitioners now
lisher of the 'Republican'

", two weekly newspapers
tied and published in the
County, in which county

and motices therete

ioners by said affidavits

id petition was given

the first of which

ich publications was

of Timothy J. Peeney, and figures as follows, of the Board that due

ing of the same and

he time and place

of said petition,

a copy of said

as duly posted at

pafore the 3rd day

In the Matter of the petition of

Herman A. Canary et al for the

Improvement of a Highway in Lincoln

Township, Hendricks County, Indiana.

Come now again the petitioners in the above entitled cause and respectfully show to the Board of County Commissioners of Hendricks County, Indiana, that pursuant to an order made by the Board of Commissioners and notice issued by the Auditor, which notice is in words and figures as follows, to-wit: (H. I.). that viewers and an engineer appointed in this cause met on the 14th day of November, 1921, which date was within 10 days after the appointment of said viewers and took oath as provided by law for the faithful performance and discharge of their duties as viewers and engineer in this cause.

And said petitioners respectfully show to the Board of Commissioners that the time of the filing of the report of the viewers and engineer in this cause was extended to the 1st Monday in May, 1922.

And come now the viewers and engineer herein and produce and file their reporton the 20th day of April, 1922, which report is in words and figures as follows:

ORDER TO VIEW ROAD.

THE STATE OF INDIANA,
HENDRICKS COUNTY,
SS

Commissioners' Court,

Nevember Term, 1921.

To Alfred Lineinger, John Hunt and J. P. Johnson:

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their November Term, 1921, to view a proposed highway, as follows, to-wit: Commencing at a point on the Township line between Lincolns and Brown Townships, 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 Sections 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, 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 34 feet.

You will meet at the office of the Auditor of Hendricks County who resides in Danville, Indiana, on Monday the 14th day of November, 1921, at 9 o'clock A.M., and after being duly qualified, preceed to make said view, and report at the next regular term of said Board.

I certify the feregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand and official seal, this seventh day of November, 1921.

Albert M. Patticon, Auditor.

OATH OF VIEWERS.

STATE OF INDIANA, SS:

the

cks

We, Alfred Lineinger, John Hunt 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 be the best of our skill andability, so help us God.

John Hunt

J. P. Johnson

Subscribed and sworn to before me, this 14th day of November 1921.

Albert M. Pattison, Auditor.

ROAD VIEWERS' REPORT.

To the Henorable Beard of Commissioners of Hendricks County, Indiana:

We the undersigned Viewers, who were appointed by your honorable body at your regular Nevember Term, 1921, to view a proposed highway, as petitioned for by Herman A. Canary et al., have discharged the duty assigned us, and submit to you the following report, to-wit:

We met as directed in the order hereunte 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 a point on the Township line between Lincoln and Brown Townships, 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 Sections 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. We have caused the above described road to be surveyed and have prepared plans and specifications covering all necessary grading, draining, construction of necessary culverts, and inlets and paving with Gravel to a width of 16 feet, all of which is made a part of this report. We estimate the cost of said improvement at \$4950.00 and find that said sum will be less than the aggregate of benefits derived therefrom. And we are of the opinion that said highway would be of public utility.

Respectfully submitted, the the same was feet at the same was the same and the same and the same at th

AlfreduS. Lineinger fix

John Hunt

George R. Harvey

Viewers

And come now again the viewers and engineer after the expiration of ten days from

an

the filing of their report herein and on the 1st day of May, 1922, and at the next regular session of said Board of Commissioners, after said date, file their supplemental report therein which report is in words and figures as follows;

SUPPLEMENTAL REPORT OF VIEWERS.

TO THE HONORABLE BOARD OF COMMISSIONERS:

'In the matter of the petition of Herman Canary 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 April, 1922, 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/
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,

Alfred S. Lineinger

Geo. R. Harvey

Viewers

Subscribed and sworn to before me this the 1st day of May, 1922.

Albert M. Pattison

Auditor Hendricks County -

And the board being fully advised in the premises finds that the viewers and engineer appointed herein, met on the 14th day of November, 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 hereinbefore made by them that the time for filing the report of the viewers was extended to the 1st Monday in May, 1922.

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 20th day of April, 1922, and that it remained on file in that office, open to the imspection of any person since said date and for more than ten days before the May Term of said Board, 1922, 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 said Lincoln 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 at the next

le their supplemental

approvement of highray.

e datas, and who as

he above cause as

fred since the filing

way in the numer set

corporation has made

nds of any lifely

man.

17

viewers and eng-

re qualified as

5000.00 and the

re made by then:

a lat Wonday in

gineer was filed

day of April, 1922,

any person since

, 1922, and before

mined said report

ed; that the

mid improvement

overest should

and the matter of

er and viewers be,

And the Board further finds that the viewers and engineer filed their supplemental report on the 1st day of May, 1922, and 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. by 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 extablished.

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 Lincoln Township, in Hendricks County, Indiana, where the proposed highway is to be improved by these proceedings is located, including all costs and expense 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.

a rate of Jan as the same the same that the property of the same of the same

as not for lot as or and to sately and to wind a mind of an at a thirty will be the

. Volter of Pelither, sentition.

de, v. . Telest, wis ve court and cons. W. Salatana de delle est, sont de

Tention, on the five of ward or a very the college of the

at the form of the training of the property of the first of the first

. The same committee the state of the state

Contract of the state of

In the Matter of the Petition of

Calvin Cutzell et al for the improvement

of a Public Highway in Washington township,

Hendricks County, Indiana.

Come now the viewers heretofore appointed in the above entitled matter and present and show their report, filed herein in accordance with the former order of the Board, on April 20th, 1922, showing the change of suff surfacing material for said improvement and fixing an estimate of cost of said improvement pursuant to said change, which report is in the following words and figures, to-wit:

ORDER TO VIEW ROAD.

THE STATE OF INDIANA,
HENDRICKS COUNTY,
SS:

· COMMISSIONERS' COURT

February Term, 1922.

TO J. P. Johnson, W. D. Corrie and Chas Davison:

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their February Term, 1922, to review a proposed highway, as follows, to wit: Commencing at the SW cor of Section 12, Township 15 North of Range 1 East and running thence East along and upon the S line of said Section 15 and along and upon the South lines of Sections 7 and 8, Township 15 North of Range 2 East, to the line dividing Hendricks and Marion Counties. And to make the change of surfacing material and in the plans and specifications as prayed for by Calvin Cutrell et al, the petitioners herein, 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 the 11th day of February, 1922, at 9 o'clock A.M., and after being duly qualified, proceed to make said view, and repost at the next regular term of said Board.

I certify the foregoing to be a true copy of the order of the Board in relaion to said proposed highway. Witness my hand and official seal, this 11th day of Feb. 1922.

Albert M. Pattison, Auditor.

OATH OF VIEWERS.

STATE OF INDIANA,

SS:
HENDRICKS COUNTY.

We, J. P. Johnson, Wm. D. Corrie and Chas. B. Davison 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.

J. P. Johnson

Wm. D. Corrie

Chas. B. Davison

Subscribed and sworn to before me, this 11th day of February, 1922.

ROAD VIEWERS' REPORT.

TO THE HONORABLE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA:

We, the undersigned, Reviewers, who were appointed by your honorable body at your regular February Term, 1922, to review 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 review 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 the SW cor of Section 12, Township 15 North, Range 1 East, and runs thence East along and upon the South line of said Section 12, and along and upon the South lines of Sections 7 and 8, Township 15 North, Range 2 East, to the line between Hendricks and Marion Counties. Total length 15,337 feet.

additions thereto as are necessary and such changes therein as are needed to make the same conform to the request of the petitioners herein for a change in the surfacing material of said road. We also submit herewith specifications covering said changes, alterations and additions. We estimate the entire cost of said improvement, including all changes, at \$23,000.00, and that said sum will be less than the aggregate of befiefits to be derived therefrom. And we are of the opinion that said highway would be of public utility.

Respectfully submitted,

Wm. D. Corrie) Viewers. Chas. B. Davison)

Geo. R. Harvey

Engineer

And it appearing to the Board that said report has remained on file in the Auditor's office of Hendricks County, Indiana, more than ten days and open to the inspection of all persons interested and it further appearing to the Board by the Supplemental report that no claims for damages of any kind have been filed, which Supplemental Report of the viewers is as follows, to-wit:

SUPPLEMENTAL REPORT OF VIEWERS.

TO THE HONORABLE BOARD OF COMMISSIONERS:

In the matter of the petition of Calvin Cutrell 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 April, 1922, filed our report in the above cause as

numisatoners of '

notter and present

er of the Board, on

aid improvement

sange, which report

ne dividing Henal and in the

upon the South

itioners herein, out the same in

resides at Danville

being duly

in relaton to

of Feb. 1922.

the within

us God.

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 occassion 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,

Chas. B. Davison

Geo. R. Harvey

Viewers.

Subscribed and sworn to before me this the 1st day of May, 1922.

Albert M. Pattison

Auditor Hendricks County.

And now the Board finds that the Supplemental Report was filed on the 1st day of May, 1922. And the Board further finds that the report of the viewers and engineer should be approved and that the said above improvement should be constructed in accordance with the report of said viewers and engineer as to the change of surfacing material.

It is therefore ordered by the Board that said improvement be and the same is hereby ordered constructed in accordance with the plans and specifications as changed by the said report of the viewers and engineer and, where no change was made, that the former plans and specifications shall be and remain in full force and effect and control in making said improvement, All of which is hereby ordered by the Board.

And the Auditor is hereby ordered and directed to give notice of a letting on said improvement for June 5th, 1922, at 10 o'clock A. M.

In the matter of the petition

of Charles Miller et al for the

Improvement of a public highway in

Washington Township, Hendricks

County, Indiana.

SEE PAGE 336.

a a track to be and for in fronting atorio to not form

whole the transfer of the state of the same

and story was more being the firm of the state of the

May Term, 1922.

State of Indiana,

SS:
Hendricks County,

In the matter of the Grant Hornaday

et al Road.

Come now the Board of Commissioners of Hendricks County, Indiana, and comes also the contractor, J. D. Reason and Company, in the above entitled matter, and enter into an agreement cancelling the contract heretofore awarded for the construction of the above improvement on account of the failure to sell the bonds for the purpose of providing funds for such construction, which agreement is in the following words and figures, towit: State of Indiana,

SS:
Hendricks County,

In the Commissioners court,

May Term, 1922.

In the matter of the Grant Hornaday et al Road.

Be it remembered that, whereas, the Board of Commissioners of Hendricks County, Indiana, and J. D. Reason and Company, did on the 2nd day of February, 1920, enter into a contract whereby the said J. D. Reason and Company, at and for the consideration of \$199,903.75 agreed and bound itself to build and construct the said above named Grant Hornaday, and others, Road under and pursuant to the law known as the "County Unit Road Law", in accordance with the plans and specifications adopted and approved for said named improvement, and

Whereas, said road has never been constructed on account of the inability of the said county of Hendricks to sell and dispose of the bonds necessary to provide funds for the construction of said improvement and

Whereas, it is now deemed by the Board of Commissioners of said county inadvisable to incur the amount of indebtedness necessary to construct said road and

Whereas, said contract was let at a time when prices were above normal and
Whereas, it is agreeable to both parties to said contract to rescind and set the
same aside, now, therefore it is hereby agreed by and between the Board of Commissioners
of Hendricks County, Indiana, and J. D. Reason and Company that the contract for the construction of the Grant Hornaday, and others, road in Hendricks County, Indiana, be rescinded and set aside and held for naught; and that all the terms, stipulations and
covenants in said contract be and they shall be hereby revoked by mutual agreement of
the parties to the same. And it is hereby agreed by and between the parties to said
contract that the said J.D.Reason and Company shall not be held bound to the constructien of said Grant Hornaday et al road, and that the contract bond given for the construction of said road shall be held of no binding force and effect and shall be returned
to the said J. D. Reason and Company, without cost to said J. D. Reason and Company.

e int day of d engineer ted in accord-

ince the filling

the manner set

any Infant,

has made any

facing material, e same is hereby

t the former plans

anged by the

etting on said

It is further agreed that the said county of Hendricks, in the state of Indiana, shall be freed from the obligations of said contract and from the payment of any part of the contract price of said road.

To all the covenants of this agreement we the undersigned bind ourselves, our successors, our legal representatives and assigns, this 1st day of May, 1922.

M. A. Gregory

J. D. Brickert

John E. Vestel

Board of Commissioners of Hendrick's County, Indiana.

Attest: Albert M. Pattison
Auditor Hendricks County, Indiana.

J. D. Reason & Co.

J. D. Reason

W. H. Aimall

W. F. Morris

Members of the firm of J. D. Reason & Company.

Witnesses to signatures of the firm:

C. O. Helm.

And now the Board does herein order the cancellation of such contract pursuant to such agreement, and orders that the said contract be set aside and held for naught.

The Board further orders that the bond furnishedby the said J. D. Reason and Co. for the faithful performance of such contract be cancelled and set aside andheld for naught and that the obligations of such J. D. Reason & Company, and the surety thereon, on said bond be and they are hereby ordered cancelled and said bond is hereby ordered returned to the said J. D. Reason & Company.

the state of the state of the section process to the section of the section of the section of the section of

生产。在1000年间,1000年间,1000年间,1000年间,1000年间,1000年间,1000年间,1000年间,1000年间,1000年间,1000年间

constitution to the contract of the contract of

- 1 Total Control of the Control of

the division to the angent of the same fine the same that he was the contract of

to description of the second second we have a second to the second second to the second secon

- man to all is we in the man to the contract of the second

The said in said for a line of the land and another the said of the land of th

· LET THE PROPERTY OF A STATE OF A DO A STATE OF A STAT

All of which is hereby ordered by the Board.

In the matter of the petition

of John C. Chitwood et al for the

improvement of a public highway in

Brown Township, Hendricks County, Ind.

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 April, 1922, and more than twenty 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 freeholder in Brown Township, Hendricks County, Indiana, and the Board being duly advised in the premises finds that said petition contains the names of more than fifty freeholders 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 spread of record upon the records kept for such purpose in the Auditors office in Hendricks County, Indiana, which petition is in words and figures as follows, to-wit:

STATE OF INDIANA
SS:

TO THE HONORABLE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, STATE OF INDIANA.

We, the undersigned freeholders and legal voters of Brown Township, in said
Hendricks County and State of Indiana, hereby respectfully petition your Honorable
Beard to take the steps necessary for the improvement by grading, ditching, draining,
bridging and culverting, and graveling or paving with stane or other read paving material,
the following described public highway in Brown Township, Hendricks County, and state of
Indiana, to-wit:

Beginning at a point in a public highway running east and west through the center of Section 36, Township 17 North, Range 1 East, and also through the center of Section 31, Township 17 North, Range 2 east, which point marks the intersection of the aforesaid road with the Charles Reed road, which point is 1/8 mile east of the east line of said Section 36, and running thence west to the west line of said section 36, Township 17 North, Range 1 east; thence south on the west line of said Section 36, one-fourth mile; thence in a westerly direction a distance of one half mile to the center line of Section 35, Township 17 North, Range 1 east; thence south 1/4 mile to the point of intersection of said road with the H. M. Garner improved gravel and stone road.

Your petitioners would further show that the public highway herein described and asked to be improved is less than three miles in length, to-wit: approximately two and one-eighth miles in length; that the same has its eastern terminus in a public highway whose improvement has been petitioned for by Daniel B. Ennis et al, which petition is

y

e,

Ly

on

oted

fied

ng

Hendricks County,

te of Indiana,

-lves, our

1922.

Reason & Company.

for naught,
ason and Co.

reby ordered

urety thereon,

now pending before Your Honorable Board, and its western terminus in the H. M. Garner improved road, which roads are all in Brown Township, Hendricks County, Indiana, and that the same is located wholly in Brown Township, county and state aforesaid.

Your petitioners would further show that the above described road is a part of a Rural Free Delivery Route, which route passes over the entire road with the exception of 5/8 mile thereof, and that the improvement of the aforesaid road would 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 above described be paved with crushed stone with gravel top, to the width of 14 feet with sufficient berms and ditches at each side thereof, and with sufficient culverts, bridges, and other water ways as will be sufficient to give the proper drainage.

WHRERFORE, we, the undersigned, respectfully pray for the improvement of the above described road as aforesaid and for all other proper relief in the premises.

NAMES.

John C. Chitwood

Sarah C. Chitwood

Tom Feeney

Albert T. Gardner

Martin Fahy

John R. Patterson

Edward O'Toole

Patrick Joyce

John J. O'Toole

W. R. Kenney

Annie Lanahan

Julia Lanahan

John K. Lanahan

N. E. Kern

Lewis Brown

Wm. Haag

J. M. Tarpey

Chas. Neese

Lena Hough

Ezra Kelp

John Hession

E. C. Reed

Charles R. Reed

Martin P. Duffy

Wm. F. Hamilton

Martin Hession

Daniel Hessien

Harry H. Hepkins

John F. Dale

Sant Ennis

Eddie Eaten

Patsy Quinn

Mery Quinn

Ed. Hufnagel

Delia Feeney

Patrick Fahy

Edward Fahy

Thomas Hogan

John F. Dugan

Simon Heag

Fred Hough

Mary M. Hough

Marian Mayo

James May

Mary Hessien

Arlie C. Garner

Frank Dickey

John W. Mayo

Hallie Mays Mary E. Gibbs Delia Collins James M. Hogan Stephen J. Maloney Michael Hogan Alonzo Gardner Delia Duffy T. W. Belcher John T. Lee Katie DugaN R. L. Richwine Firman A. Head Jee Leenard

the H. M. Garney

ty, Indian, sa

ned is a part of a

of the exception

would be of public

is of not less than

described be payed

finient beres and

and other water

vement of the above

remines.

aferesaid.

William Gibbs Malachy J. Collins John Collins D. E. Scott Jas. S. hogan James Hession John J. Duffy W. O. Belcher Frank Gardner Nellie Lee C. O. Coffman Dorsey L. Bolt P. M. Leng Pat King William Dugan T. J. Sandusky

S. W. Coffman.

And this cause is now continued until the June Term of said Board of Commissioners, 1922.

Committee of the defendant of the term of

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 the form the date man the Act of the first o Board.

Amithipper outset County be the Sharper at least menter Deing of Charles and action to the countries

the relation of the force of the first of the first of the bridge of the

of the same of the antista material art don any second burne way

and the state of the state of the support of the state of

Ordered that the Board now adjourn. delete, regimes, of the party of the destal to the contract of the contract.

Board of Commissioners of Hendricks County, Indiana.

one from a su followithous a final temperation

In the matter of the Petition of
Whiliam A. Opple et al for the.

improvement of a highway on the

County line between Hendricks and

Marion Counties, in the State of Indiana.

And now on the 24th day of April, 1922, pursuant to an order of the Board of Commissioners of Hendricks County, Indiana, made and entered on, to-wit: April 3, 1922, in the foregoing entitled cause, and pursuant to a notice issued by the Auditor of Hendricks County, Indiana, to the members of the Board of Commissioners of Hendricks County, Indiana to meet in special session at the Commissioners room at the Court House'in the town of Danville, HenDricks County, Indiana; on the 24th day of April, 1922, at the hour of 10 e'clock A.M. of said day which notice and the acknowledgment of service thereon by the members of said Board of Commissioners of Hendricks County, Indiana, is in the words and figures as follows; to-wit: (here insert). And pursuant to the order afroesaid and notice of the Auditor of Marion County, Indiana, after having duly called the Board of Commissioners of Marion County, together and delivering to said Board a duly certified copy of the petition filed in the Auditor's office of Hendricks County, Indiana, by William A. Opple, et al for the improvement of a certain public hgighway on the county line between the counties of Hendricks and Marion together with the names attached to said petition, and the proof required by law in such cases and the order of the Board of Commissioners of Hendricks County, Indiana, fixing the time and place of meeting of the Boards of Commissioners of said Hendricks and Marion Counties in joint session for the purpose of considering the petition of the said William A. Opple, et al, as aforesaid, and the appointment of viewers and a competent engineer, which said duly certified copy of said petition and the order of the said Board of Commissioners of Hendricks County, Indiana, were duly made by the Auditor of Hendricks County, Indiana, and sent to the Auditor of Marion County, Indiana, and by said Auditor of said Marion County, Indiana, delivered to the Board of Commissioners of said Marion County, more than fifteen days before the 24th day of April, 1922, and pursuant further to a summons issued by the Auditor of Marion County to the sheriff of said Marion County, directing him to summons the members of the Board of Commissioners of Marion County, Indiana, to meet in special session at the Commissioners room at the court house in the town of Danville, Hendricks County, Indiana, on the 24th day of April, 1922, at the hour of 10 o'clock A.M. which summons and the return of the sheriff of Marion County endorsed thereon is in the words and figures as follows; to-wit: (Here insert).

And now said Boards are met in joint session at the room of the Commissioners of Hendricks County, Indiana, for the purpose of hearing said petition and acting thereon, and now said Boards of Commissioners so assembled orders the further consideration of the matters and things in said petition and envolved therein continued until the 10th

nd

ted

1ed

day of May, 1922, at the hour of 1 o'clock P. M. of said day.

And now said Boards are met in joint session at the room of the Commissioners of Hendricks County, Indiana; on this the 10th day of May, 1922, at the hour of 1 o'clock P.M. for the purpose of hearing the aforesaid petition and acting thereon.

And now comes William A. Opple et al petitioners herein and present to the joint Boards of Commissioners their petition and asks that the same be examined and if found sufficient that said Boards appoint viewers and a competent Engineer to view said proposedimprovement, and make report as provided by law in such cases.

And the said Boards jointly find after having duly examined said petition and being sufficiently advised in the premises find said petition is in due form and sufficient; that the same is signed by more than seventy-five adult freeholders, residents of the said Decatur Township, Marion County, Indiana, and of Guilford Township, Hendricks County, Indiana, the Townships affected and the only townships affected by said proposed improvement and that not fewer than ten of the said petitioners are from each of said Townships aforesaid; that said petition has attached thereto an affidavit of William A. Opple, a resident freeholder and legal voter of Guilford Township, Hendricks County, Indiana; that the contents of said petition are in all respects in conformity to law and that said petitioners are entitled to have viewers and a competent Engineer appointed to view said proposed improvement.

It is therefore ordered and adjudged by the Board of Commissioners of Hendricks County, Indiana, and the Board of Commissioners of Marion County, Indiana, in joint session, and by their joint ofder, that viewers be appointed to view said proposed improvement and for that purpose John McGreger, Senior, a resident and disinterested free holder of Center Township, Marion County, Indiana, and Charles Miller, a resident and disinterested freeholder of Washington Township, Hendricks County, Indiana, are appointed as viewers and George R. Harvey the duly appointed, qualified and acting Surveyor of Hendricks County, Indiana, is appointed as the civil Engineer to act with said viewers; neither of said viewers nor the said Engineer being the owners of any taxable property in either of said townships affected by said proposed improvements.

It is further ordered by said Boards in joint session and their joint order that said viewers and Engineer shall meet at the Auditors office of Hendricks County, Indiana, on the 15th day of May, 1922, and there be qualified as provided by law for the faithful discharge of their duties, and the Auditor of said County of Hendricks is hereby directed and ordered to give to said viewers and said Engineer notice of their appointment and the time and place of their meeting to qualify.

It is further ordered by said Boards in joint session and by their joint order herein that said viewers and engineer, after being duly qualified shall take such persons and assistants as are necessary to view and locate such proposed improvement and determine the public utility thereof the width of the same and make a profile of the grade, determine the material, the quality and depth of the same to be used, and make an

April 3, 1922, in Auditor of Hendricks Fricks County, Indiana,

the Board of Com-

at the hour of

rwice thereon by

rder afreesaid and lled the Board of

a duly certified , Indiana, by

mes attached to

er of the Board of of meeting of the

session for the

y certified copy ndricks County, i sent to the

unty, Indiana,

aued by the

meet in special

s in the words

issioners of ating thereon, deration of

ill the 10th

estimate of the costs of the construction of said improvements, including bridges. culverts and all other things necessary for its completion and they are hereby/ordered and directed to file a report of their doings on the 10th day of June, 1922, and to file the same with the Auditor of Hendricks County, Indiana, and a duplicate of the said report they shall file with the Auditor of Marion County, Indiana, and further proceedings are herein continued.

. The said and the said to said the said the said the said the said the said to be said

fragging adapted by the respecting to the store of the store of the state of the st the mile of the state of the production of the production of the state of the second o

distributed the state of the st

· The Company of the same of t

All distributions and the property of the property of the property of the property of the property of

Bed the state of the they be they be they be they be the state of the

本主,中国的政治的政治,并不是一种企业的现在分词,但是一种企业的政治,但是一种企业的企业的企业,但是一种企业的企业的企业的企业的企业的企业的企业的企业的企业的企业的 第一章

· 大学的《数件》。 "对于是此间的"自然是一种,我们可以是一种的一种,我们是一种的一种,我们们是一种的一种,我们们们是一种的情况,我们们们是一种的情况, The latest the same of the same and the same of the sa

d to file

proceedings

In the matter of the Petition of
Calvin Cutrellet al for the
construction of a Free Gravel Road
in Washington Township, Hendricks County, Indiana.

Come now at this time, to-wit, the hour of 10 o'clock A.M. of this 5th day of June, 1922, 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 paryed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed as the time for submitting, receiv-_ ing 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 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 4th Day of May, 1922, and the third and last of which publications was on the 18th day of May, 1922, and also in the "Indianapolis Commercial" a daily newspaper of general circulation throughout the state of Indiana, printed and published at Indianapolis, Indiana, and that said notice was so published in said daily newspaper at least two weeks prior to this 5th day of June, 1922, to-wit, on the 11th day of May, 1922, and said publications thereof were in all things according to law, which notices and proofs of publication thereof are in the following words and figures, to-wit: (H.I.).

And this Board of Commissioners now receives and opens in the presence of all the bidders present all the sealed proposals or bids submitted for the construction of said improvement, and now the Board having examined and inspected said bids finds that the bid of Kernodle, Peabody and Reese for the construction of said improvement is not greater than the estimated cost of the same as found by the engineer and viewers on their last estimate of such cost. And the Board finds that such bid is the lowest and best bid received therefor and that Kernodle, Peabody and Reese are the lowest responsible bidders therefor and that such bid is for the sum of \$21,440.00; and the Board further finds that said Kernodle, Peabody and Reese also submitted with their bid a bond in double the amount of the bid with surety to the approval of the Board; and now the Board accepts the said bid of Kernodle, Peabody and Reese and also approves the said bond, which bid is as follows, to-wit: (H.I.), and which bond and the approval thereof are in the following words and figures, to-wit:

CONTRACTOR'S BOND FOR CONSTRUCTION OF COUNTY WORK.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kernodle, Peabody and Reese of Lebanon, Indiana, as principal and the Federal Surety Company of Davenport, Iowa, as surety are firmly bound unto the State of Indiana in the penal sum of Forty Six

and

00

e,

en

ied

Thousand and No/100 (46,000.00) Dellars, 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 2nd day of June, 1922.

THE CONDITIONS OF THE ABOVE OBLIGATION are such, that, whereas, the Board of Commaissigners of Hendricks County, Indiana, is about to let a contract for the construction of the Cutrell Gravel Road in Wakhington Township, Hendricks County, Indiana. And whereas the above named Kernodle, Peabody and Reese has filed a bid for said work with the Auditor . of the County: Now, therefore, if the said Board of Commissioners shall award them the - contract for said work, and the said Kernedle, Peabody and Reese shall promptly enter inte a contract with said Board of Commissioners for said work, and shall well and faithfully de 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 premptly pay all debts incurred by the said Centractor, Sub-Centractor, Agent or Superintendent in the presecution 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 te perform such work or to carry out the same in any particular; then this obligation shall be void, otherwise to remain in full force.

> Kernodle, Peabody and Reese By John W. Kernodle

(SEAL)

Federal Surety Company
By E. J. Seconover
Attorney-in-fact

(SEAL)

State of Indiana, Hendricks County, SS:

Before me, a notary public, in and for said County, personally appeared Kernodle,
Peabody and Reese and acknowledged the execution of the foregoing instrument for the uses
and purposes therein mentioned.

WITNESS my hand and netarial seal, this 5th day of June_, A.D. 1922.

Helen K. Harris

My commission expires Peby. 2, 1925.

State of Indiana,
SS:
County of Marion,

On this 2nd day of June A.D., 1922 before me, a notary public in and for said County, personally appeared E. J. Sceenever personally known to me, who being by me severally sworn did severally say that the said E. J. Sceenever is Attorney in fact of the Federal Surety Company of Davenpert, Iowa, a corporation duly organized and existing under the laws of the State of Iowa, that the saal affixed to the foregoing instrument is the corporate seal of said corporation; that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of directors, and further acknowledged that the said instrument and the execution thereof to be the voluntary

act and deed of said corporation, by them and each of them voluntarily executed.

IN WITNESS WHEREOF, I have hereunte subscribed my name and affixed my official seal at Indpls., Ind., the day and year last above written.

Edward A. Ford

My commission expires Jan. 27th, 1925. Notary Public.

Accepted and approved June 5th, 1922.

J. D. Brickert

John E. Vestal

M. A. Gregory Board of Commissioners of Hendricks County.

Attest: Albert M. Pattison, - Auditor.

And now said Board enters into a written contract with said Kernodle, Peabedy and Reese for the construction of said improvement, which contract is in the following words and figures, to-wit:

CONTRACT.

. For the construction of the Calvin Cutrell et al road, Washington Township. This aggreement made and entered into be and between Kernodle, Peabedy and Reese of Lebanen, 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:

ioners.

That on the 5th day of June A.D., 1922, the said Board of Commissioners received bids for the construction of the Calvin Cutrell et al road the same being lecated in Hendricks County and the said Kernodle, Peabody and Reese being declared the lewest and best responsible bidder, the contract was awarded to the said Kernodle, Peabody and Reese, subject to the sale of the bonds therefor, for the amount of his bid, viz: \$21,440.00, and the said party of the first part now covenants and agrees to build and construct said read in all respects in accordance with and emnformable 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 andfor 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 Commiss-

ed

ed

nt 1s and

tins

to be

uction

d whereas

· Auditor

em the

tter

faith-

lans,

, terms.

ay all

the

aborers

s or

antract

ion

10,

e uses

executors.

Untary

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., 1922, 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. 1922, then the said party of the first part agrees and premises to pay to the said party of the second part as liquidated damages for the pro 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., 1922, the sum of twenty-five dellars (\$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 dellars. (\$25.00) per day shall be deducted from the entract price of said imprevement 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, theabove and geregoing 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 1921, Page 437, for a period of thirty days or until proof be made of the payment for all labor, materials, and subcentractors' 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 Beard 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 WHE REOF, the said party of the first part has hereunte 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 fifth day of June A.D., 1922.

> Kernodle, Peabody and Reese By John W. Kernedle Party of the First Part.

J. D. Brickert

John E. Vestal

M. A. Gregory

Board of Commissioners of Hendrick's County.

Attest: Albert M. Pattison Auditor of Hendricks County.

All of which is finally found, ordered and adjudged by the Board on this 5th day of June, 1922.

there are indicated a street of the board of the street of

And now the Board appoints Harvey H. Huron , a bona fide resident of Washington township, Hendricks County, Indiana, as Superintendent of construction on said improvement.

And the Board does now appoint George R. Harvey as engineer of Construction on said improvement.

And now the Board finds that the total cost of said improvement including the contract price, and all expenses incurred and damages allowed prior to the letting of the contract, and a sum sufficient to pay the per diem of the engineer and superintendent and all other charges as provided by law to be \$23,000.00.

And now the Board declares herein its preliminary determination herein to issue bonds to provide for the cost of such improvement in the sum of \$23,000.00, and directs the Auditor to give notice of such determination as by law provided, all of which is hereby ordered by the Board. And further proceedings herein are continued.

It is therefore adjudged and ordered by the Board of Commissioners of Hendricks County, Indiana, that the bonds of Hendricks County, Indiana, be issued in the sum of \$23,000.00 to provide funds for the construction of said improvement and for all the incidental expenses therewith connected as by law provided; that said bonds shall be issued in series payable over a period of ten years and shall be in denominations of \$1150.00 each and shall be dated June 5th, 1922; that said bonds shall bear interest at the rate of 4 1/2 per cent per annum, payable semi-annually, and the principal and interest of said bonds shall be payable at the Office of the Treasurer of Hendricks County Indiana.

And the Treasurer of said county is hereby charged with the duty of selling said bonds as by law provided in such cases. And further proceedings herein are continued.

ed

improvement , and in ready for

aber, A.D. said party

work and the use

wenty-five

ent shall the second

llars,

and shall id improve-

ailure te is not

y of the

ners. In e completion

ed damages

said party

as required lod of

id sub-

rt shall or of

endricks rk, but

ct price d finally

things

ursuant uthorizing

rties

Board of

In the Commissioners Court,
June Term, 1922.

STATE OF INDIANA SS: HENDRICKS COUNTY

In the matter of the petition of
Herman A. Canary et al for the improvement
of a public highway in Lincoln Township,
HenDricks County, InDiana.

Be it known that on the 5th day of June, 1922, 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 Albert M. Pattison, Auditor of said County, produces affidavits of Julian D. Hogate and Alvin Hall, editors and preprietors respectively of the Republican and Danville Gazette, two weekly newspapers of general circulation, printed and published in the town of Danville, Center township, Indiana, and of opposite politics, said affidavits being as follows, te-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 publication was on the 4th day of May, 1922, and the last on the 18th day of May, 1922, copies of which notices are attached to such affidavits and are in words and figures as fellows, to-wit: (H.I.).

And said Auditor also produces the affidavit of Mary M. Clapp, clerk for the Enquirer Printing and Publishing company, publishers of the Indianapolis Commercial, a newspaper of general circulation, printed and published in the english language in the city of Indianapolis, and having a general circulation throughout the state of Indiana, said affidavit being in words and figures as follows, to-wit: (H.I.). 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 11 day of May, 1922, 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 10:00 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 James Mahoney in the sum of \$4150.00, this bid being the lowest and best bid submitted for this improvement. The Board further finds that said bid is in due form and accompanied by a bend 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

the engineer and superintendent in the sum of \$5000.00. That the total indebtédness of said Lincoln 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 examptions, 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 James Mahoney, 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.

in the

r of

rep-

of

Р,

).

the

th day

erds

1, 8

the

iana,

the.

news-

for

in the

ch tim

Comm

ich

1 WAS

10mest

4 15

notice

It is therefore ordered and decreed by the Board that the bid of James Mahoney 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 James Mahoney and the bond of said James Mahoney 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 \$8,300.00, is now duly approved by the Board, said bond and approval noted thereon, being in words and figures as follows:

Know all Men by these Presents, That we, the unDersigned James Mahoney of Danville, Indiana, and the United States Fidelity & Guaranty Company of Baltimore, Md., are firmly bound unto the state of Indiana in the penal sum of Eighty three hundred and no/100 Dellars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and out joint and several heirs, executors, administrators and assigns, firmly by these presents, this 5th day of June, 1922.

The Conditions of the above Obligation are such, That whereas, the Board of Comme issieners of Hendricks County, Indiana, are about to let a contract for the construction of the Herman A. Canary et al read in Lincoln township, said county and state,

And whereas the above named James Mahoney has filed a bid for said work with the fauditor of the County: Now, therefore, if the said Board of Commissioners shall award him the contract for said work and the said James Mahoney 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 presecution 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.

James Mahoney

(SEAL)

United States Fidelity & Guaranty Company (SEAL)

> By John E. Messick Atty-in-fact.

State of Indiana, County of Hendricks, SS:

Befere me, the subscriber, Presecuting Attorney in andfor said County personally appeared James Mahoney and the United States Fidelity & Guaranty Company of Baltimore. M. D., 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 June, A.D., 1922.

My commission expires Dec, 31, 1922.

John T. Hume Prosecuting Attorney

Accepted and approved, June 5th, 1922.

J. D. Brickert

John E. Vestal

M. A. Gregory

Board of Commissioners of Hendricks County.

Attest: Albert M. Pattison

Auditer Hendricks County.

And the Board now enters into a contract with the said James Mahoney, which contract duly signed by the said James Mahoney, and the members of this Board of Commissioners of Hendricks County in the state of Indiana, is in words and figures as follows, to-wit: .. CONTRACT.

Fer the construction of the Herman A. Canary et al Road: Lincoln Township.

This agreement made and entered into by and between James Mahoney 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 5th day of June, A.D., 1922, the said Board of Commissioners received pids for the construction of the Herman A. Canary et al road the same being located in Hendricks County and the said James Mahoney being declared the lowest and best responsible bidder, the contract was awarded to the said James Mahoney, subject to the sale of the bonds therefor, for the amount of his bid, vez: \$4150.00 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 presecution 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 of 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 six months after the bonds are sold, 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 six months after the bonds are sold, 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 six months after the bonds are sold, the sum of twentyfive dellars (\$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-fixe 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 de and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant

Company | Company | Messick fact.

Many of Baltings, Execution of the for-

, 1922,

Tendricks County.

oney, which controls of Commissioners of

follows, to-mit:

ktp.

of Danville, narioks County in

omaissioners
he same being

subject to the the said party and in all res-

plans and profile
file in the

fully set out

te 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 centract the said parties severally bind themselves, their successors, heirs and assigns.

IN WITHESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITHESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this fifth day of June A.D., 1922.

James Mahoney
Party of the First Part.

J. D. Brickert

John E. Vestal

M. A. Gregory

Board of Commissioners of Hendricks County.

Attest: Albert M. Pattison,
Auditor of Hendricks County.

And now the Board appoints Ed O'Toole, a resident of Lincoln

Township, to superintend the construction of said improvement, according to plans, pro
file 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 \$ conditioned on

the faithful discharge of such duties, as superintendent as provided by law.

And now comes Ed O Toole and accepts said appointment and files his bond conditioned as required by law with surety thereon which bond is hereby approved, and is in words and figures as follows, te-wit: (H.10)

It is therefore adjudged and ordered by the Board of Commissioners of Hendricks County, Indiana, that the bonds of Hendricks County, Indiana, be issued in the sum of \$5000.00 to provide funds for the construction of said improvement and for all the incidental expenses therewith connected as by law provided; that said bonds shall be issued in series payable over a period of ten years and shall be in denominations of \$250.00 each and shall be dated June 5th, 1922; that said bonds shall bear interest at the rate of 4 1/2% per annum, payable semi-annually, and the principal and interest of said bonds shall be payable at the office of the Treasurer of Hendricks County, Indiana.

And the Treasurer of said county is hereby charged with the duty of selling said bonds as by law provided in such cases. And further proceedings herein are continued.

and the second to be to the all the rest of the rest of the second the second tracks where the second

Parameter to be the total of the day to be a seen

production of the second of th

the Att Sec. 29th though a tire of vend of the rest that the country that the out people of our think

the state of the s

of Tables, where

to the out of the last

cutte set his but us

is contract, this

amicials County.

stance of Lincoln

being to plant, pre-

Circulat, by the

Dr Dawn

interest and filled

a fallows, to-ritille.W

were of Bendricks Court,

3e sum of \$5000.00

I the incidental ap-

be termed in mories

1250,00 such and well

rate of 4 1/28 per

hunds shall be payable

of willing mid binds

constant.

general traced on

857812

In the matter of the Petition of

L. H. Brown et al for the improve
Ment of a Public Highway by Tax
ation in Center township.

Come now the petitioners herein by and through their attorney of record and ask the Board to require the viewers and engineer to make and file their report herein. And not the Board being duly advised and informed in the premises doth now direct and order that the viewers heretofore appointed and the engineer now appointed for all county work, to-wit, George R. Harvey, file their report herein not later than the 22nd day of June, 1922. And the Auditor is hereby directed to notify them of this action of the Board.

In the Matter of Continuance of Road Proceedings

It is hereby ordered by the Board that whenever any proceedings or matters per; taining 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
Harry Jordan et al for the improvement of a Public Highway by Taxation in Eel River township.

Come now the petitioners herein by and through their attorney of record and ask the Board to require the viewers and engineer to make and file their report herein. And now the Board being duly advised and informed in the premises doth now direct and order that the viewers heretofore appointed and the engineer new appointed for all county work, to-wit, George R. Harvey, file their report herein not later than the 22nd day of June, 1922. And the Auditor is hereby directed to notify them of this action of the Board.

of all the tradefine to the trade of the walls and the trade of the tr

TAN SECTION OF THE SE

TOTAL STORES OF BEAUTIFUL STORES OF THE COLUMN STORES CONTRACTOR STORES

. The later of the state of the

THE RESERVED THE SECRET SECTION OF THE PROPERTY OF THE RESERVED FOR THE PROPERTY OF THE PROPER

v in the state of the state to add the state that the state of the sta

men da i keneda i tondi kinci i dimoni, hi sa kandi kindun i di dini

In the matter of the petition of
Charles Miller et al for the
construction and improvement of
a public highway in Washington
Township, Hendricks County, Indiana,
by taxation.

Come now the petitioners herein by and through their atterney and comes also the Auditor of Hendricks County, Indiana, and presents the proofs of publication of notice given of the determination heretofore made by the Board on the 5th day of June, 1922, which proofs of publication are in the following words and figures, to-wit: (H.I.), and now the Board herein makes and enters its final determination to issue bonds in the above entitled proceedings in the total sum of \$10,000.00, and fifteen days are now given from this date for ten or more taxpayers of Washington township, Hendricks County, Indiana, other than those who paypoll tax only, and who will be affected by the proposed issuance of such bonds to file a petition in the office of the Auditor of said County setting forth, their objections to the issuance of such bonds, if any there be, all of which is hereby ordered by the Board.

And further proceedings herein are continued.

J. D. Brickert
John E. Vestal
M. A. Gregory

ntod

June 23, 1922.

In the matter of the petition of Calvin Cutrell et al for the construction and improvement of a public highway in Washington township, Hendricks County, Indiana, by taxation.

Come now the petitioners herein by and through their attorney and comes also the Auditor of Hendricks County, Indiana, and presents the proofs of publication of notice given of the determination heretofore made by the Board on the 5th day of June, 1922, which proofs of publication are in the following words and figures, te-wit: (H.I.), and now the Board herein makes and enters its final determination to issue bonds in the above entitled proceedings in the total sum of \$23,000.00, and fifteen days are now given from this date for ten or more taxpayers of Washington township, Hendricks County, Indiana, other than those who pay poll tax only, and who will be affected by the proposed issuance

of such bonds to file a petition in the office of the Auditor of said county setting forth their objections to the issuance of such bonds, of any there be, all of which is hereby ordered by the Board.

And further proceedings herein are continued.

J. D. Brickert

John E. Vestal

M. A. Gregory

June 23, 1922

In the matter of the petition of

Herman A. Canary et al for the

construction and improvement of a

public highway in Lincoln township,

Hendricks County, Indiana, by taxation.

Come now the petitioners herein by and through their attorney and comes also the Auditor of Hendricks County, Indiana, and presents the proofs of publication of notice given of the determination heretofore made by the Board on the 5th day of June, 1922, which proofs of publication are in the following words and figures, to-wit: (H.I.), and now the Board herein makes and enters its final determination to issue bonds in the above entitled proceedings in the total sum of \$5,000.00, and fifteen days are now given from this date for ten or more taxpayers of Lincoln township, Hendricks County, Indiana, other than those who pay poll tax only, and who will be affected by the proposed issuance of such bonds to file a petition in the office of the Auditor of Said county setting forth their objections to the issuance of such bonds, if any there be, all of which is hereby ordered by the Board.

And further preceedings herein are continued.

J. D. Brickert

John E. Vestal

M.-A. Gregory.

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.

of notice
ne, 1922,
(H.I.), and
in the above
Siven from
Indiana,

also the

of notice

e, 1922,

H.I.)

nds in the

re now given

unty, Indiana,

sed issuance

setting forth

is hereby

Board of Commissioners, Hendricks County, Ind

In the matter of the petition

of Charles Miller et al for the

improvement of a public highway in

Washington township, Hendricks County,

Indiana.

Comes now Ellison Arbuckle and C. A. Henson the duly and legally appointed and acting viewers in the foregoing cause and comes also George R. Harvey the duly appointed and acting engineer in said cause and all being present in court, the original order issued to them by the Auditor of this county notifying them severally of their appointments as such viewers and engineer is now produced and from said order it appears to the satisfaction of the beard that said viewers appeared in the Auditors office in Hendricks County, Indiana, on the 10th day of Nevember 1920 at the hour of ten A.M. and then and there took oath and subscribe to faithfully discharge their duties according to law in such cases made and provided for; and that said George R. Harvey, engineer appeared at the Auditors office of Hendricks County, Indiana, on the 7th day of March 1922, at the hour of ten A.M. and then and there took oath to faithfully discharge his duties as engineer in said proceedings according to law in such cases made and provided, said orders and eaths being in words and figures following to-wit: (H.I.).

And now the Auditor of Hendricks County produces the duly verified report of said engineer and viewers and the board having examined the same finds that it was filed in the office of the Auditor of this county on the 20th day of April, 1922, as heretofore ordered by this board, and that the same has been on file in said office open to the inspection of all persons, their agents and attorneys for ten days before the 1st day of May, 1922, the day on which these proceedings are now being heard and considered.

And said viewers do now file their supplemental report therein, and the board having examined said supplemental report and heard all matters connected therewith finds that no injury will result to the property of any infant, idiot or person of unsound mind, or will any such person sustain any damage whatever by reason of the construction of this improvement prayed for by the petitioners herein and 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 property by reason of said improvement and that said supplemental report is in due form and regular and that the same should be approved and spread of record upon the records of the Auditors' office kept for that purpose, all of which is now ordered by the Board.

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 beard and the board having examined the same and being duly advised in the premises finds:

That the highway proposed to be improved under and pursuant to the report and preceedings herein is one mile in length and connects at each end with an improved free gravel road in Washington township, Hendricks County, State of Indiana, and 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 a vote of the legal voters of said Washington township.

The board further finds that said report and profile are in due form and sufficient and should in all things be approved and that said improvement as planned and provided for in said report and plans and specifications should be ordered.

It is therefore, hereby ordered by the board of commissioners of Hendricks County, Indiana, that the supplemental report of the viewers be and the same is hereby now in all things fully approved.

It is also ordered by said board that the report of the engineers and viewers be and the same is hereby in all things approved and that said improvement be and the same is now hereby established by order of this board and that the same be made in all respects as provided by said report, plans and specifications of the engineer and viewers.

It is further ordered by the board that said supplemental report and the report of the engineer and viewers be spread of record in the records of the Auditor's office, kept for that purpose, and is in words and figures following, to-wit:

ORDER TO VIEW ROAD.

THE STATE OF INDIANA,

SS:

Commissioners' Court,

Nevember Term, 1920.

To Ellisen Arbuckle, C. A. Hensen, Viewers and J. P. Jehngen, Engineer:

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their Nevember Term, 1920, to view a proposed highway, as follows, to-wit: Commencing at the S_2^{\downarrow} mile stone of Section 5, Twp. 15 N. of R. 2 E., in the Rockville Read; and extending thence North on the center line of said section for one mile to the N_2^{\downarrow} mile stone of said section on the North line thereof where it intersects an improved free gravel road known as the Tenth Street or Siguerson Read, 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 34 feet.

You will meet at the effice of the County Auditor who resides in Danville, Indiana, on Wednesday the 10th day of November, 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 Beard.

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 fourth day of Nevember, 1920.

Chas. A. White, Auditor.

nted and

in appoint-

ppears to the in Hendricks

to law in

peared at 2, at the

ies as

t of said

filed in

retefore to the

ist day

oard

sound

d report;

st said aved and

s and

all of

ntion

nd the

d From

CATH OF VIEWERS.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

We, Ellisen Arbuckle and C. A. Hensen and J. P. Jehnsen de selemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described preposed highway to the best of our skill and ability, so help us God.

Ellison Arbuckle

C. A. Hensen

J. P. Johnson

Subscribed and swern to before me, this 10th day of November, 1920.

Chas. A. White, Auditor.

ROAD VIEWERS' REPORT.

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

We, the undersigned Viewers, who were appointed by your honorable body at your regular November Term, 1922, to view a proposed highway, as petitioned for by Charles Miller et al., have discharged the duty assigned us, and submit to you the following report, to-wit:

We met as directed in the order hereunte 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 So mile stone of Sec. 5, Township 15 North of Range 2 East and running thence North on the center line of said section, a distance of one mile to the No mile stone of said Sec. 5, and to the intersection of said North and South center line with an improved free gravel road known as the east 10th Street or Siguerson Road. Said proposed highway is 5412 feet long. We have caused the above described road to be surveyed and have prepared plans and specifications for the same, which plans and specifications are made a part of this report.

We estimate the cost of said improvement at \$11,400.00 and find that said sum will be less than the aggregate of benefits derived therefrom. And we are of the opinion that said highway would be of public utility.

Respectfully submitted,

C. A. Hensen

Geo. R. Harvey, Engineer

Ellisen Arbuckle.

Supplemental Report of Viewers.

TO THE HONORABLE BOARD OF COMMISSIONERS:

STREET STATE OF

to help us God

ody at yaur

or by Charles

de fellering

erest, and after

highway in the

stance is as

concented at the

hence Morth on

stone of said

an improved

ed and have.

attens are made

said sus will

the epinion that

proposed highest

In the matter of the petition of Charles Miller et al, for the improvement of highway.

We, the undersigned, Viewers, heretofore appointed in the above cause, and who as such viewers, on the 20 day of April, 1922, filed our report in the above cause as erdered 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, Idiet 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. A. Hensen

" Geo. R. Harvey, Engineer

Ellison Arbuckle

- The dat Viewers.

Subscribed and swern to before me this the 1st day of April, 1922.

"Little M. Pattison Auditor Hendricks County.

And the Auditor is now hereby ordered to give notice of the letting of a contract fer the construction of said road for June 5th, 1922.

are to the second of the second control of the second of

And further preceedings are new continued until further order of the board.

the policy of the property of

1 20 1 1-1 1 15 15

A CONTROL OF THE PROPERTY OF T

and the street with the first per and the first property of the street and the st

THE THE REST AST ATTACK CONTROL FOR THE PROPERTY OF THE STREET WAS A STREET OF THE PARTY OF THE

the service of James English and August the restrict of a state of the state of the service of

The state of the property of the property of the property of the state The standard the same a del district or and to the secret that a resident of the secretary and the same

Carrons of the state of the sta

It and delegate the control of the c

In the matter of the petition of

Charles Miller et al for the

construction of a Free Gravel Road

in Washington Tewnship, Hendricks

County, Indiana.

Come new at this time, to-wit: the hour of 10 o'clock a.m. of this 5th day of June. 1922, 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 Read prayed for in the petition in the above entitled cause, and this being the day and hour heretefore duly fixed as the time forsubmitting, receiving and epening any and all sealed proposals for bids for the construction of said improvement, and it new 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 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 tewn of Danville in said county and state, the first of which publications was on the day of 1922, and the third and last of which publicday of '1922, and also in the "Indianapelis Commercial", a ations was on the daily newspaper of general circulation throughout the State of Indiana, printed and published at Indianapelis, Indiana, and that said notice was so published in said daily newspaper at least two weeks prior to thie day of 1922, to-wit: on the 1922, and said publications thereof were in all things seconding to law, which notices and preefs of publication thereof are in the fellowing words and figures, to-wit: (H.I.).

And this Beard of Commissioners now receives and opens in the presence of all the bidders present all the scaled proposals or bids submitted for the construction of said improvement, and now the Board having examined and inspected said bids finds that the hid of Kernedle, Peabedy and Reese for the construction of said improvement is not greater than the estimated cost of the same as found by the engineer and viewers on their last estimate for such cost. And the Board finds that such bid is the lowest and best bid received therefor and that Kernedle, Peabedy and Reese are the lowest responsible bidders therefor and that such bid is for the sum of \$8,989.00; and the Board further finds that said Kernedle, Peabedy and Reese also submitted with his bid a bond in double the amount of the bid with surety to the approval of the Board; and not the Board accepts the said bid of Kernedle, Peabedy and Reese and also approves the said bend, which bid is as follows, to-wit: (H.I.) and which bond and the approval thereof are in the following words and figures, to-wit:

CONTRACTOR'S BOND FOR CONSTRUCTION OF COUNTY WORK.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kernodle, Peabody and Reese of Lebanen, Indiana as principal and the Federal Surety Company of Davenport, Iewa, as surety are firmly bound unto the State of Indiana in the penal sum of Thirty Two thousand Seven Hundred and Ne/100 (\$32,700.00) Dellars, for the payment of which, well and truly to be made, wwe bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 2nd day of June, 1922.

THE BONDITIONS OF THE ABOVE OBLIATION are such, that, whereas, the Board of Commissieners of Hendricks County, Indiana, is about to let acontract for the construction of the Miller Gravel Read, Washington Township, Hendricks County, Indiana.

And whereas, the above named Kernedle, Peabedy and Reese have filed a bid for said work with the Auditor of the County: New, therefore, if the said Board of Commissioners shall award them the contract for said work, and the said Kernedle, Peabedy and Reese shall premptly enter into a centract with said Beard 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 premptly pay all debts incurred by the said Contractor, Sub-Contractor, Agent or Superintendent in the presecution of said work, including labor, materials furnished, and for boarding laborers thereon, and shall pay all damages to any firm or corporation whe shall suffer less or damage by reason of any failure or neglect of said bidder to while 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.

> Kernedle, Peabedy and Reese (SEAL)

By John W. Kernedle

(SEAL)

By E. J. Sceenever

Federal Surety Company

State of Indiana, Hendricks County, SS:

Before me, Helen K. Harris, a netary public in and for said County, personally appeared Kernodle, Peabedy and Reese and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

WITNESS my hand and Netarial seal, this 5th day of June, A.D., 1922.

Helen K. Harris

My commission expires Feby., 2, 1925.

State of Indiana, County of Marien,

a 5th day et just

watterpay of young

the construction

led cutter, and this

w. receiving and

said improvement.

ter of Headeleks

tice for substitute

Sice was duly

Gazette", reekly

ma, printed and

which public-

of which public-

Commercial", a

printed and pub-

a said daily

to-with on the

things second-

llowing words

e of all the

etion of

ds that the

t is not

lewers on their

at and best

espensible

double the

e accepts the

d bid is at

Maring nobis

d further finds

On this 2nd day of June A.D., 1922, before me, a Notary Public in and for said County, personally appeared E. J. Scoonever, personally known to me, who being by me severally sworn did severally say that the said E. J. Sceenever is Attorney in fact of the Federal Surety Company of Davenport, Dowa, a corporation duly organized and existing under the laws of the State of Iowa, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged that the said instrument and the execution thereof to be the voluntary act and deed of said corporation, by them and each of them voluntarily executed.

IN WITNESS WHEREOF, I have hereunte subscribed my name and affixed my efficial seal at Indpls., Ind., the day and year last above written.

My commission expires Jan., 27th, 1925. Notary Public

Accepted and approved June 5th, 1922.

J. D. Brickert

Jehn E. Vestal

M.A. Gregery

Beard of Commissioners of Hendricks County.

Attest: Albert M. Pattisen,
Auditor of Hendricks County.

And now said Board enters into a written contract with said Kernedle, Peabedy and Reese, for the construction of said improvement, which cantract is in the following words and figures, to-wit:

CONTRACT.

FOR the construction of the Charles Miller et al Read, Washington Township.

This agreement made and entered into by and between Kernodle, Peabedy and Reese of Lebanon, Indiana, party of the first part, and the Beard of Commissioners of Hendricks County, in the state of Indiana, party of the second part,

Witnesseth:

That en the 5th day of June A.D., 1922, the said Beard of Commissioners received bids for the construction of the Charles Miller et al read the same being located in Hendricks County and the said Kernedle, Peabody and Reese being declared the lowest and best responsible bidders, the bentract was awarded to the said Kernedle, Peabody and Reese, Subject to the sale of the bends therefor, for the amount of his bid, viz:\$8989.00 and the said party of the first part new covenants and agrees to build and construct said read in all respects in accordance with and conformable to the specifications, reports, plans andprefile contained in the report of the viewers and engineer for said read, new on file in the effice of the Auditor of said county which said report, specifications andprefile 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 presecution 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

ing

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.

at had not exten-

as signed, smaled

of Directors, and

we luntarily executed.

ed of official Scal

toka Causty.

modile, Peakedy and

m the fellewing.

Feebedy and Press of

sacra of Hendricks

being located in

lared the levest and

melle, Peakedy and

his bid, vis:\$6989.00

did and construct said

erications, reports,

er for said road, not

et, specificalism.

the same as if herein

abet in the Presentation

elates for such ad

of talk work, whether

emanip.

of to be the

toregoing instruent

The party of the first part further agrees to construct and build said improvement and have the same completed on or beeffe the 1st day of december, A.D., 1922, and in the event said imprevement of said road shall het be completed, finished and ready for acceptance by the party of the second part on or before said 1st day of Becember, A.D., 1922, then the said party of the first part agrees and premises 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 read from and after said 1st day of December A.D., 1922, the sum of twenty-five dollars (\$25.00) per day fer 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 centract price of said imprevement andshall be retained by said party of the second part out of the contract price for said improvement fer the use of the public of said Hendricks County, provided that said failure to complete said imprevement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the centrel 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 herete that said party ef the second part shall withheld 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 peried of thirty days or until proof be made of the payment for all labor, materials, and sub-centracters' 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 net to exceed 80% of the said engineer's said estimate; 20% of the said centract price shall be retained by thesaid 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 previsions 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 hereunte 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 June, A.D., 1922.

Kernedle, Peabody and Reese
Party of the First Part
By John W. Kernedle

J. B. Brickert

John E. Vestal

M. A. Gregory

Beard of Commissioners of Hendricks County.

Attest: Albert M. Pattisen
Auditor of Hendricks County.

All of which is finally found, ordered and adjudged by the Board on this 5th day of June, 1922.

And new the Beard appoints Charles Miller, a bona fide resident of Washington tewnship, Hendricks County, Indiana, as Spperintendent of construction on said improvement.

And the Beard dees now appeint George R. Harvey as Engineer of Construction on said improvement.

And now the Beard finds that the total cost of said improvement including the centract price, and all expenses incurred and/damages allowed prior to the letting of the centract, and a sum sufficient to pay the per diem of the engineer and superintendent and all other charges as provided by law to be \$10,000.00.

And now the Beard declares herein its preliminary determination herein to issue bonds to provide for the cost of such improvement in the sum of \$10,000.00, and directs the Auditor to give notice of such determination as by law provided, all of which is hereby ordered by the Board.

It is therefore adjudged and ordered by the Board of Commissioners of Hendricks County, Indiana, that the bonds of Hendricks County, Indiana, be issued in the sum of \$10,000.00 to provide funds for the construction of said improvement and for all the incidental expenses therewith connected as by law provided; that said bonds shall be issued in series payable over a period of ten years and shall be in denominations of \$500.00 each and shall be dated June 5th, 1922; that said bonds shall bear interest at the rate of 4 1/2% per annum, payable semi-annually, and the principal and interest of said bonds shall be payable at the office of the Treasurer of Hendricks County, Indiana.

And the Treasurer of said county is hereby charged with the duty of selling said bonds as by law provided in such cases. And further proceedings herein are continued.

SUPPLEMENTAL CONTRACT.

In the matter of the Construction of the Robert Pierson Road in Middle Township, Hendricks County, Indiana.

This supplemental contract and agreement made and entered into this 28th day of July, 1922, 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: concentration and the contract of the state of the

Eight Sewers Armco, 12"x16'-128' at 1.08 --138.24

16 Headwalls at \$5.00

Books of

this 5th

th day

ten

impreve-

n en

ing of the

issue bonds

ts the

a hereby

1cks

to the

1 120

500.00

the rate

aid bonds

said bonds

11 be issued

encent

80.00

Laying 128' of above at 15 cents 19.20

Total

\$237.44

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 \$237.44 for such change or shall agree that the construction price of said highway be reduced in the sum of \$ 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 saals this 28th day of July, 1922.

> D. H. Fatout Party of the First Part

> > J. D. Brickert

John E. Vestal

M. A. Gregory

Board of Commissioners of Hendricks County.

TOTAL COMA

Attest: Albert M. Pattison, Auditor.

ing

SUPPLEMENTAL CONTRACT.

In the matter of the Construction of the Robert Pierson Road in Middle Township, Hendricks County, Indiana.

This supplemental contract and agreement made and entered into this 28th day of July, 1922, by and between Robert Pierson 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: For damages sustained on account of raising road grade in fromt of home on South side of road at Station 50 plus 00.

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 \$50.00 for such change or shall agree that the construction price of said highway be reduced in the sum of \$_____ 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 28th day of July, 1922.

Robert E. Pierson
Party of the first Part.

J. D. Brickert

John E. Vestal

M. A. Gregory

Board of Commissioners of Hendricks County.

Attest: Albert M. Pattison
Auditor.

ning

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 28th day of July, 1922, by and butween 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:

40'x15"2 Armeo at 1.31	\$52.40	
84'x12" Armco at 1.08	90.70	
Laying 134' Armeo at 12.5 cents	18.00	
Haul "	5.00	
20 Headers at 5.00	100.00	
Opening Ditches on E. & W. Road for		
Outlet	. 10.00	
120 Tons extra gravel at 2.49	262.70	
	\$538.80	
Deduct 2 catch basins at 30.00	60.00	
	\$478.80	

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 \$478.80 for such change or shall agree that the construction price of said highway be reduced in the sum of \$ by virtue of such change as herein specified.

It is hereby agreed by and between the parties hereto that this order and supplemental reof 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 28th day of July, 1922.

D. H. Fatout

Party of the First Part,

J. D. Brickert

John E. Vestal

M. A. Gregory

Board of Commissioners of Hendricks County.

Attest: Albert M. Pattison, Auditor.

ship, Hen-

th day or

f the first

med highway,

cording to the

s that the party of the

f such con-

for such

i in the sum

and supple-

rt to execute

the party of

upon the

cond part.

is and scale

county.

SUPPLEMENTAL CONTRACT.

In the matter of the Constituction of the John Flinn Road in Union Township, Hendricks County, Indiana.

This supplemental contract and agreement made and entered into this 28th day of July, 1922, 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 secopart, 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:

Reflocring Bridge and extending hdw'l sta. 7 plus 20	
100 yards at 12.50	\$125.00
118'x12"2Armco at 1.08	127.44
24'x10"Z Armer at .92	22.08
Laying 142' above at 12.5 cents per ft.	17.75
16 Headwalls at 5.00.	80.00
Haul culverte at 5.00	5.00
Difference on 600' 5'2 & 8"ZTile	10.00
1 car or 1000. 12° Drain Tile	185.00
Opening ditches and putting in filters	30.00
Total extra	\$602.27
Deduct \$60.00 on 10 monuments	60.00
Total to contractor	\$542.27

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 received the sum of \$542.27 for such change or shall agree that the construction price of said highway be reduced in the sum of \$_____ by virtue of such change as herein specified.

It is hereby agreed by and between the parties hereto that this order and supplement 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 a 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 andseals this 28th day of July, 1922.

D. H. Fatout
Party of the First Part

J. D. Brickert

John E. Vestal

M. A. Gregory

Attest: Albert M. Pattison, Auditor.

leks

of

e first

he second

ghway.

E to

the

of the

CON-

auch

the sum

the .

y of the

royed as

veri-

.

10818

applemental

to the state of th

. . .) July Term 1922

In the Matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proveedings 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 without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

of the blue of about the sanguage of the contract of the sanguage of the sanguage of

Ordered that the Board now adjourn.

of a to the training the solvent of the property of the solvent of

end of the first with the state and end of the state of t

Chestan and the same of the following of the same of t

The state of the season of the

. nandrous .b . The division and the tre southern relations and the tree

Board of Commissioners of Hendricks County, Indiana. to design of the properties of the party of the properties of the party of the part

The miseral and interest by the property of the second

Just bill the state of the stat

parted as a superior of the su

In the Matter of the Petition of Isaac W. Foster et al, for the Improvement of a public Highway in Center and Union Townships.

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 named of more than fifty freeholders and voters of Center and Union Townships, Hendricks County, Indiana, and that more than ten of said petitioners are freeholders and legal voters are residents of Union Township, and also more than ten of said petitioners who are residents and legal voters of center Township, said county and state, which petition was filed in the office of the County Auditor on the 10th day of July, 1922; 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 7th day of August, 1922, as shown by the indorsement 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 petition now coming on for hearing before the Board, said petitioners produce and file the affidavits of Alvin Hall, editor and publisher of the Banville Gazette, and of Julian Hogate, editor and publisher of The Republican, the same being 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 the notices thereto attached being 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, by two consecutive weekly publications therein, the first of which publications was on the 13th day of July, 1922, and the last of which publications was on the 20th day of July, 1922.

And said petitioners now also produce and file the affidavit of Isaac W. Foster of said county and state, 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 indersed thereon, in three public places in each of the Townships aforesaid, county and state aforesaid, for more than fifteen days before the 7th day of August, 1922.

And the petitioners now also produce and file the affidavit of A. J. Stevenson, which affidavit and the 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 indersed thereon, was duly posted by said affiant at the door of the court house at Danville, InDiana, for more than fifteen Days before

This is the first of the second of the

the 7th Day of August, 1922.

And it further appearing to the Board that no tax payer of either Center of Union Townships 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 July, 1922, and by indorsement upon said petition the Auditor of said county did fix for the hearing of the same the 7th day of August, 1922, the same being the first day of the regular August Term, 1922, of the Board of 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 said highway connects at each termini with a free grave1 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.

company to the contract of the

The service of the contract of don't fine . et - all contraction of the contraction and authorized by take of mouth an

or motion for a feet of the contract of the co

the same of the sa

- Comment of the red ballers and design over a few and the contract of the con

the test of the test of the test of the test about the test as the test of the TO BE SEED OF THE SEED OF THE SEED OF THE PARTY OF THE PA

with a first by the little best to a life the to colour side that has obtained as mos

a better the sale sale and related to the first of the sale sale sale sale sale sale sales and the sales and the sales are s PURITED BY THE REAL PROPERTY OF THE PURITED BY THE

or salder sixte, in some state of confidence in a confidence of the confidence of

to the contract the state of the contract of the second state of t to declinate a filter of some self to the declination of the transfer of the contract of the c

of the sound of th

the state of the s the day of the state of the sta

the or will be a supplied to the control of the supplied of th

Enter the error of the control of th

and figures as follows, of said petition with Posted by said affiant e fifteen Dars before

shown by the indersement petition, which indorserd, said petitioners pror of the Banville Cazette, he same being weekly newslish Language in the town highway proposed to be ttached being in the words of said Board that due tien was given in said first of which publications was on the 20th & of Isaac W. Poster of e of the filing of said uly given by said affight and state by posting

it appearing to the satis-

ans, that a petition con-

Center and Union Temphips,

ioners are freeholders

than ten of said petition-

county and state, which

Oth day of July, 1922;

filling of said petition

e same indersed thereon, F and state aforesaid, of A. J. Stevensen,

In the Matter of the Petition

of Joseph B. Fleece et al for the

Improvement of Highway by taxation

in Eel River 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 50 freeholders and voters of Eel River Township, Hendricks County, Indiana, was filed in the office of the Additor of Hendricks County on the 13th day of July,

1922, as shown by endorsement thereon of Albert M. Pattison,

Auditor of Hendricks county, State of Indiana, which endorsement is in words and figures following to-wit: (H.I.).

And said petition now comes on for hearing before the board and said petitioners produce and file the affidavit of Julian D. Hogate, EDitor and Publisher of the Republican, a weekly newspaper of general circulation, throughout Hendricks County, State of Indiana, 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 affidavit and notice thereto attached are in words and figures following to-wit: (H.I.).

And it therefore 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 newspaper, by two consecutive weekly publications therein, the first of which was on the 13th day of July, 1922, and the last of said publications on the 20th day of July, 1922.

And said petitioners also present and file the affidavit of Joseph B. Fleece, of said county and state showing that three notices were posted in Eel River township, Hendricks County, Indiana, the township in which said highway proposed to be improved is located, which affidavit together with a copy of the notice so posted are in words and figures following to-wit: (H.I.), from which affidavit it appears to 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 Eel River township, Hendricks County, Indiana, for more than fifteen days before and not to exceed thirty days before the 7th day of August, 1922. And said petitioners also present and file the certified statement of Albert M. Pattison, Auditor of Hendricks County, in the State of Indiana, of the posting of said notices 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 duly posted at the door of the court house in said county for more than fifteen days before and not to exceed thirty days before the 7th day of August, 1922, 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 Eel River township aforesaid in said county and state has filed any objections 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 Statutes of the State of Indiana, that the same was filed in the office of the Auditor of Hendricks County, Indiana, on the 13th day of July, 1922, and by endorsement in writing on said petition said Auditor fixed the same for hearing and presenting the same to the board on the 7th day of August, 1922, the same being the first day of the regular August term, 1922 of the board of Commissioners of Hendricks County, Indiana.

The said board of county commissioners further find that said petition is signed by more than fifty free holders and legal voters of Eel River 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 beginning or west end thereof with an improved free gravel and mecadamized road and that at the north end thereof with an improved free gravel road and that the same lies wholly within Eel River 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 the 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.

rears to the satis.

that a petition con-

e Township, Hendricks

County on the 18th

in words and figures

said retitioners

abor of the Republican.

by, State of Indiana,

ville, Hendricks

coved is located,

herein, the first

lications on the 20th

ph. B. Fleece, of

iver tourship,

tel are in words

to the board of

ed the time and

lice containing a

RATE As enjoyed

eks County, Indiana,

the 7th day of

atatement of

ax, of the posting.

lounty, Indiana,

eris and figures

sice attached

ed popy of said

sucus following to-sit:

Pt W. Pattisca

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.

and the beginning the tree of the contract of

Ordered that the Board now adjourn.

In the Matter of the

Chas. E. Wilson et al Road.

Comes now 0. J. Larkin and presents to the Board his written consent to the cancellation of the contract heretofore entered into between the Board of Commissioners of Hendricks County, Indiana, and 0. J. Larkin on the 7th day of August, 1920, for the construction of the above entitled road, which written consent is in the following words and figures, to-wit:

Danville, Indiana, Sept. 2nd, 1922.

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

The undersigned, O.J.Larkin, hereby consents to the cancellation of the contract heretofore entered into between the Board of Commissioners of Hendricks County, Indiana, and
the undersigned on the 7th day of August, 1920, for the construction of the Chas. E.
Wilson et al road in Marion township, Hendricks County, Indiana, at and for the contract
price of \$30,979.00 and agrees that this cancellation agreement may be placed of record
in the Auditor's Office of said county, thereby cancelling and making void such contract.

0. J. Larkin

Witness: Carey W. Gaston

And the Board being duly advised and informed in the premises finds that it would be to the best interests of the taxpayers of Marion township, Hendricks County, Indiana, to cancel the said contract on account of the fact that the same was let at a time when prices of labor and material were unusually high.

It is further found by the Board that the bond issue for the construction of said road was denied by the State Tax Board.

It is therefore ordered by the Board that the contract heretofore made between the Board of Commissioners of Hendricks County, Indiana, and O.J. Larkin for the construction of the Chas. Wilson et al road at and for the Contract price of \$30,979.00 be and the same is hereby cancelled and set aside.

It is further ordered by the Board that the contract bond filed by said 0.J. Larkin in said road construction contract, to-wit: The Chas. E. Wilson et al road, be and the same is hereby released and the obligations contained in said bond are hereby set aside and are to be held for naught. And the Auditor of said county is directed to return said bond to the said 0.J. Larkin.

And the Board now directs said Auditor to give a notice of letting on said road as by law provided for Sept. 29th, 1922, and further proceedings herein are continued.

STATE OF INDIANA, I DE LE COMPANIE DE LA COMPANIE D HEN DRICKS COUNTY, SS:

and the Outer

21, 1922

the matriet bin-

a. tine ster

personal transfer of the first transfer of the first In the matter of the Petition of W. B. Graham et al For the Improvement of a public Highway in Lincoln Township, of the state of th HenDricks County, InDiana.

> In the Commissioners Court September Term, 1922.

to same remodeled by the later of the later of

Come 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 and notice issued by the Auditor of Hendricks County, 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 12th day of June, 1920, 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 would respectfully show to the board that the time For Filing the report of viewers was extended From month to month until to the 24th day of August, 1922.

And the petitioners would Further show that J. P. Johnson resigned as County Surveyor and engineer and as Engineer of said improvement and Reo. R. Harvey was by the Board of Commissioners appointed County Surveyor of said Hendricks County on to-wit: thethe 6th day of March, 1922, and the said Geo. R. Harvey was also appointed by said Board of Commissioners as engineer of said W. B. Graham et al highway and duly qualified as such engineer.

bus bedonian of depair tento eds it bedoesto as you are

And now come the viewers and engineer and File their report on the 24th day of August, 1922, which report is in words and Figures Following, to-wit:

ORDER TO VIEW ROAD. of ters, to-mist the said payered to be of the said the said to be to

THE STATE OF INDIANA, HENDRICKS COUNTY,

Commissioners Court,

June Term, 1920.

TO: EDwarD E. Blair, John wear and J. P. Johnson, Co. Engineer.

You are hereby notiFied that you were appointed by the Board of Commissioners of said County, at their May Term, 1920, to view a proposed highway, as Follows, to-wit: Commencing at the point near the west half of section 21, Township 16 North of range 1 East the intersection of the public highway running east and west through the center oF section 21, with the improved highway running north and south along the west line oF said section; and extending east From said beginning point through the center of section 21 and to the center of section 22; thence south all quarter of a mile; thence east onehalf mile to the intersection of said road with an improved highway running north to Brownsburg.

. The particular of the state o

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 30 feet.

You will meet at the office of the county Auditor who resides at Danville, Indiana on Satureday the 12th day of June, 1920, at 9 o'clock A.M., and after being duly qualified proceed to Make said view, and report at the July 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 7th day of June, 1920.

STATE OF INDIANA, HENDRICKS CO) OATH OF VIEWERS.

.

. 1 1 10 3700

We, Edward Blair, John Weir and J. P. Johnson do solemnly swear that we will Faith-Fully 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.

E. E. Blair

Chas. A. White, Auditor.

con no set of the court of the

John Wear

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 unDersingeD viewers, who were appointeD by your honorable boDy at your regular June Term, 1920, to view a proposed highway, as petitioned For by W. B. Graham et al, have discharged the duty assigned us, and submit to you the Following report, towit:

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 inthe 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 west half mile stone section 21, township 16 north of range i east and running thence east along and upon the line through the center of said section 21; to the east half mile stone of said section; thence east along and upon the north line of the southwest quarter of section 22, 16 1 east to a point which is 7262.34 Feet east, with section bearing, From the place of beginning, thence deflecting right on a 60 degree curve, 152 Feet thence south 1 degree 10 minutes west 594.8 Feet, thence deflecting left on a 45 degree curve 98.33 Feet; thence south 43 degrees 5 minutes east 150.4 Feet; thence deFlecting leFt on a 10 degree curve 297.7 Feet; thence south 71 degrees 3 minutes east 107.1 Feet; thence deFlecting leFt on a 4 degree curve 105.83 Feet; thence south 75 degrees 17 minutes east 273.78 Feet; thence deFlecting right on a 4 degree curve 91.60 Feet; thence south 71 degrees 37 minutes east 520.25 Feet; thence deFlecting leFt on a 10 degree curve 121.5 Feet; thence south 84 degrees 22 minutes east 2231.4 Feet to the intersection of the center line of the Brownsburg-PlainField Road, heretofore petitioned For and constructed under the name of the Alfred Cox Road, number 146.

We would Further report that we estimate the cost of said improvement to be \$21,500.00 Dollars. And we are of the opinion that said highway would be of public utility.

Respectfully submitted,

E. E. Blair out the role bear addition

front in the John Wear Viewers

Ceo. R. Harvey, Co. Engineer

La Call to array a value of the order and the contract of the office

And now come the viewers and engineer after the expiration of ten days from the Filing of their report herein on the 4th day of September and at the next regular session of the Board of Commissioners after said date, and file their supplemental report herein which report is in words and Figure's as Follows, to wit:

SUPPLEMENTAL REPORT OF VIEWERS.

TO THE HONORABLE BOARD OF COMMISSIONERS:

es will Paint.

and after

e 15 65

st talk.

117t, 152

ca a 45

rast.

ps (5 1

In the matter of the petition of W. B. Graham et al For the improvement of highway.

We, the undersigned, Viewers, heretoFore appointed in the above cause, and who as such viewers, on the 24th day of August, 1922, 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,

Geo, R. Harvey

E. E. Blair

John Wear

Viewers

Subscribed and sworn to beFore me this the 4th day of September, 1922.

Albert M. Pattison Civ., and bus of the sale of the sa

Auditor Hendricks County.

And the Board being Fully advised in the premises Finds that the viewers and engineer appointed herein, met on the 12th day of June, 1920, and were qualified as provided by law and said engineer Filed his bond in the sum of \$5,000.00 and the same was approved by the Auditor of Hendricks County.

And the Board Further Finds that J. P. Johnson, Engineer resigned as engineer on to-wit: the 6th day of March, 1922, and that Geo. R. Harvey was appointed in his stead and duly qualified as engineer. 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 24th day of August, 1922, 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

4th day of september, 1922, 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 Lincoln Township. TO THE PROPERTY OF A STATE

It is thereFore ordered by the Board that the report of the viewers and engineer be, and the same is now in all things approved.

And the board Further Finds that the viewers and engineer Filed their supplemental report on the 4th day of September, 1922, and that the same was Filed at the next regulard session of the Board after the expiration of the ten days from the Filing of the First report, and that said supplemental 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 the construction of the improvement prayed For by 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 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 the viewers and engineer that said improvement prayed For by 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 Lincoln Township, 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 said 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 hereby orders the Auditor oF Hendricks County, Indiana, to advertise For bids on the improvement petitioned For herein, and reported on herein as provided For by law.

And Further proceedings are herein continued.

but the resultance were the sound of the sou the character of the Carte of the contract of

vista contract the same of the section of the secti

or and the first of the state o

. The state of the street by the contract of the same

to the state of th

to the last teaching

Sept wire of the

Streets and referral.

that their probess

Cled at the bit

w dady, and that the

sora and engineer.

In the matter of the Chas. E. Wilson et al road in Marion Township, Hendricks County, Indiana.

Come now at this time, to-wit, the hour of 10 o'clock A.M., of this 29th day of September, 1922, 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 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, Indiand, duly gave and caused to be given and published the notice For 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 7th day of September 1922, and the third and last of which publications was on the 21st day of september 1922, and also-in the "Indianapolis Commercial", a daily newspaper of general circulation throughout the state of Indiana, printed and published at Indianapolis, Indiana, and that said notice was so published in said daily newspaper at least two weeks prior to this and said publications thereof were in all things according to law, which notices and proofs of publication thereof are in the Following words and Figures, to-wit: (H.I.)?

And the Board of commissioners of said county now receives and opens in the presence of all the bidders present all the sealed proposals or bids submitted for the construction of said improvement, and now the Board having examined and inspected said bids, finds that the bid of James Mahoney is the lowest and best bid received for the construction of said improvement and is not greater than the estimated cost of the same as found by the engineer and viewers on their last estimate of such cost; that the said bid of James Mahoney is for the sum of \$20,877.00; and the Board finds that said James Mahoney also submitted with his bid a bond in double the amount of his bid with surety to the approval of the Board; and now the Board accepts said bid of James Mahoney and also approves his said bond, which bid is in the Following words and Figures to-wit: (H.I.), and which bond and approval thereof by the Board are in the Following words and Figures, to-wit:

CONTRACTOR'S BOND FOR CONSTRUCTION.

Know all Men By these Presents, That we, the unDersigneD James Mahoney of Danville, Indiana, and the United States Fidelity and Guaranty Company of Baltimore, Md., are Firmly bound unto the State of Indiana in the penal sum of Forty one thousand seven hundred Fifty Four and no Dollars, For the payment of which, well and truly to be made, we bind curselves jointly and severally, and our joint and several heirs, executors, admin-

istrators and assigns, Firmly by these presents, this 29th day of September, 1922.

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. E. Wilson et al road. The state of the state of the chas.

And whereas the above named James Mahoney has Filed a bid For said work with the Auditor of the County: Now, there ore, if the said Board of Commissioners shall award him the contract For said work and the said James Mahoney 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 presecution 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 er Pect. James Mahoney (Seal) one, sadde bas to the

United States Fidelity & Guaranty Company (seal)

By John E. Messick, Atty-In-Fact.

State of Indiana, County of Hendricks, SS: Description of the state of BeFore me, the subscriber, Prosecuting Attorney and For said County personally appeared James Mahoney and John E. Messick, attorney in Fact For the United States Fidelity & Guaranty Company of Baltimore, Md., and acknowledged the execution of the Foregoing instrument For the uses and purposes herein mentioned.

WITNESS, my hand and official seal, this 29th day of September, A.D., 1922.

John T. Hume

My commission expires Dec. 31, 1922.

Prosecuting Attorney.

AccepteD and approveD, September 29tH, 1922

J. D. Brickert

John E. Vestal

M. A. Gregory

Board of Commissioners of Hendricks County. attackers on the wearden of

Attest: Albert M. Pattison

Auditor

son adecade been as the first the property of the sound as introduction of the fact of the first plant of the fact of the fac And now said Board enters into a written contract with said James Mahoney For the Construction of said i provement, which contract is in the Following words and Figures,

CONTRACT.

THE TO SEAL TO BE For the construction of the Charles E. Wilson et al road. CONTRACT COME OF THE PROPERTY OF THE PARTY O

This agreement made and entered into by and between James Mahoney of Danville, 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, the state of the second second it. and and the contract of th

Witnesseth:

Coppe

ETANE.

\$16 a

That on the 29th day of September, A.D., 1922, 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 James Mahoney being declared the lowest and best responsible bidder, the contract was awarded to the said James Mahoney for the amount of his bid, viz: \$20,877.00 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.

STATE OF THE STATE

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 October, A.D., 1923, 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 October, A.D., 1923 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 wise of said road From and a ter said 1st day of October A.D., 1923, 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 (\$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 afterd 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 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 WH-REOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 29th day of September, A.D., 1922.

James Mahoney

Party of the First Part

J. D. Brickert

John E. Vestal

M. A. Gregory

Board of Commissioners of Hendricks County.

Attest: Albert M. Pattison,

Auditor of Hendricks County.

And now the Board appoints Charles M. Robbins a bona Fide resident of Marion Town-ship, Hendricks County, Indiana, as Superintendent of Construction of said improvement, and said Charles M. Robbins does now accept said appointment and Files his bond as by law provided, which bond is approved by the Board and is Files herein.

And the Board does now appoint George R. Harvey as Engineer of construction of said improvement.

And now the Board Finds that the total cost of said improvement including the contract price, and all expenses incurred and damages allowed prior to the letting of the contract, and a sum sufficient to pay the per diem of the Superintendent and Engineer and all other charges as by law provided to be \$22,000.00.

And now the Board declares herein its intention and determination to issue bonds to provide For the cost of such improvement in the sum of \$22,000.00, and directs the

Auditor to give notice of such determination as by law provided, all of which is hereby ordered by the Board.

And now the Board orders and adopts the Following bond ordinance in said above entitled matter as Follows:

Be it ordained and ordered by the Board that bonds of Hendricks County, Indiana, be issued and sold in the sum of \$22,000.00 to provide Funds for the construction of the above entitled improvement; that said bonds shall bear date of November 15, 1922, payable at the office of the County Treasurer of Hendricks County, Indiana, bearing interest at the rate of 4 1/2 % per annum, interest payable semi-annually, and that such bonds shall run over a period of ten years and be issued in series of twenty bonds, each bond being in the denomination of \$1100.00; that said bonds shall become due and payable as by law provided, and the Treasurer of said county is hereby charged with the duty of selling said bonds as by law provided.

And Further proceedings herein are continued.

at bearing increases it and it confounds are the rolling and and applicately of the last

To the transfer of the section of th

eron wir. it. . and saw line and the day on the fact of the first water

to design a to the state of the state of a first to a sound of an interest of the state of the s

to be being on the course of the position of the course of

The first of the same pure strong to the life of the same of the s

= whent in ablugations so south and art and in solon and grass a di adult est.

trus cin can hause bolating grina and hear his All helpfur dismoving to did No finite life.

its and real trains the arrange with a september, and two wasts read to the out of the set of the s

(jgas f groff : le-nf , and for as well the bill and the state of the

Jenoin the ment of to any the street of the

thousand to be a section of property of the sections

to the first of the series of the state that are and the series of the s

of Fillian works in the the and of head low so less, or all at the sound of the sou

the function. The Creat supplied and and the de the desire of the contract of

terevolve to the and the property of the particular and an article and the property of the property of

- 12 Let the grant of the matter of the Hall the the state of the court of the cour

The state of the s

The second of th

and the second of the second o

The first the state of the stat

In the matter of the petition of

WM. B. Graham et al For the improvement

of a public highway in Lincoln Township,

Hendricks County, Indiana.

Commissioner's Court, Special Term,
September 29, 1922.

Be it known that on the 29th day of September, 1922, 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 special session.

. And now Albert M. Pattison, the Auditor of said County, produces the affidavits of Julian D. Hogate and Alvin Hall, editors and proprietors respectively of the Republican and Gazette, two weekly newspapers, each of General circulation, printed and published in the town of Danville, Center Township, 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 7th day of September, 1922, and the last on the 21st day of September, 1922, a copy of which notice is attached to said affidavits and are in words and Figures Following, to-wit: (here insert). Said Auditor also produces and Files the aFFidavit oF Mary M. Clapp, clerk oF the Enquirer Printing and Publishing Company, publishers of the Indianapolis Commercial, a daily newspaper of general circulation printed in the English language and published in the city of Indianapolis, Indiana, said a Fidavit being in as Follows, to-wit: (H.I.) 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 15th day of September, 1922, and two weeks prior to the date Fixed For receiving bids, a copy of which notice is attached to said affidavit and being in words and Figures as Follows, to-wit: (here insert).

And now the hour of 10 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, that the sealed bid and proposal submitted by William McCarthy in the sum of \$19,880.00 was the lowest and best bid submitted for this improvement. The Board Further finds that said bid is in due form and accompanied by a bond and affidavit by law and in the notice of receiving bids for said improvement.

The Board Finds that the entire costs of said improvement, including said bid aforesaid, and the expenses incurred and to be incurred in the per diem of the engineer and superintendent in the sum of \$21,500.00. That the total indebtedness of Lincoln Township Hendricks County, Indiana, the township in which said road to be improved under this proceeding is located, including all costs and expenses of this improvement, as Eforesaid Found, and all bonds heretofore issued for the gravel or macadamized roads taking into

account the amount of tax collectable during the current year, and all mortgage exemptions, will not exceed Four per centum 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 William McCarthy, 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.

insinters of

House in

Pidavita of

a Pepublican

s, said ary.

otions of the

newspapers :

is Commercial,

to-mit: (E.I.)

or to the date

awit and being

Concissioners

taal substitud

acetopalis

In revisers.

ald till store

estant w

medi zeroli

a de deservado

It is therefore ordered and decreed by the Board of Commissioners that the bid of said William McCarthy 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 William McCarthy and the bond of said William McCarthy, with good and sufficient surety, conditioned for the Faithful performance of the work, in accordance with the profile and report and plans and specifications thereto set out and the contract hereing ter set out in the sum of \$19,880.00 to be duly approved by the Board. And now the bond required is duly filed and approved and the approval noted thereon, the same being in words and Figures as Follows, to wit:

CONTRACTOR'S BOND FOR CONSTRUCTION.

Know all Men by these Presents, That we, the undersigned William McCarthy of Lebanon, 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 Thirty nine thousand seven hundred sixty and no/100 Dollars, For the payment of which well and truly to be made, we bind ourselves jointly and severally, and out joint and several heirs, executors, administrators and assigns, Firmly by these presents, this 29th day of September, 1922.

The Conditions of the above Obligation are such, That whereas, the Board of Commissioners of Hendrick's County, Indiana, are about to let a contract for the construction of the W. B. Graham et al road in Lincoln township, Hendricks County, Indiana.

And whereas the above named William McCarthy 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 William McCarthy 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.

William McCarthy (Seal)

Unided States Fidelity & Guaranty Co. (seal)
By John E. Messick, Atty-in-Fact

tl

ng r

bear

State of Indiana, County of Hendricks, SS:

BeFore me, the subscriber, Prosecuting attorney in and For said County personally appeared William McCarthy and the United States Fidelity & Guaranty Company by John E. Messick, attorney in Fact For said cimpany, and acknowledged the execution of the Foregoing instrument For the uses and purposes herein mentioned.

WITNESS, my hand and official seal, this 29th day of September, A.D., 1922.

My commission expires Dec. 31, 1922 John T. Hume

Prosecuting Attorney

Accepted and approved, September 29th, 1922.

Board of Commissioners of Hendricks County.

Witnesseth:

Auditor Hendricks County.

And now the Board enters into a contract with the said William McCarthy For the improvement, which contract duly signed by the said William McCarthy and the members of this Board as the Board of Commissioners of Hendricks County, Indiana, is in words and Figures as Follows, to-wit:

to be the first and the roughly now with a rest of the property of the state of

CONTRACT.

For the construction of the W. B. Graham et al Road in Lincoln Township, Contract Price \$19,880.00 of marking for accept many many many than the many than the contract of the contract of

This agreement made and entered into by and between William McCarthy of Lebanon Indiana, party of the First part, and the Board of Commissioners of Hendricks county in the State of Indiana, party of the second part,

- That on the 29th day of September, A.D., 1922, the said Board of Commissioners received bids For the construction of the W. B. Graham et al road, the same being located in Hendricks County and tHe said William McCarthy being declared the lowest and best responsible bidder, the contract was awarded to the said William McCarthy For the amount oF his bid, viz: \$19,880.00, 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 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 November, A.D., 1923, 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., 1923 then the said party of the First part agrees and promises to pay to the saidparty 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 November, A.D., 1923, 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 rem tained 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.

124 1000

by util .

of mile

St Mile C

the state of

or et sopt

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

n th

ing

ebos

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 29th day of September, A.D., 1922.

> William McCarthy Party of the First Part.

J. D. Brickert

John E. Vestal

M. A. Gregory Board of Commissioners of Hendricks County.

So want the troperty of the state of the sound

TOTAL TENED SECOND SECO

Attest: Albert M. Pattison.

And it is Hereby orrdered by said Board that the bonds of Hendricks County, Indiana, subject to the approval of the State 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 the total sum of \$21,500.00, in series of \$1,075.00 each and bearing interest at the rate of Four and one-half (4 1/2) per centum and payable semi-annually over a period of ten (10) years From the May 15th, 1924.

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

And the Board now appoints Everett Doyle , a resident oF said Lincoln Township, to superintend the construction of said improvement according to the plans, profile, specifications and contract herein, and he is ordered and directed by the board to File his bond in the sum of Five thousand (\$5,000.00) dollars conditioned For the FaithFul discharge of his duties as such superintendent as provided by law.

And now the said appointment and Files his bond conditioned as required by law with a surety thereon, - which bond is hereby approved, and is in words and Figures Following, to-wit: (H.I.)

And Further proceedings herein are continued.

In the matter of the petition of Wm B. Graham et.al. For the Improvement oF a public highway in Lincoln Township Hendricks County Indiana.

And now the Board declares herein its intention and determination to issue bonds to provide For the costooPmimprovementi in the sum of (\$21,500.00) and directs the Auditor to give notice of such determination as by law provided, all of which is hereby ordered by the Board. The state of th is transfer and it in a self out the season is a self of the season of t

eing

heboa

s County.

Phdiana.

cvided

said im-

the '

1188

y there-

h 18

In the matter of the Construction of the Canary Road in Lincoln Township, Hendricks

This supplemental contract and agreement made and entered into this second day of October, 1922, by and between William F. Kearnsettal of Hendricks County, Indiana, the party of the First part, and the Boardor 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: On account of damages sustained by said party of the First part to corn crop in field East of Road due to carrying 10" and 8" tile thru said corn field to an outlet 1700' East of road. Two acresof growing corn destroyed.

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 struction, that the party of the fiest part shall receive the sum of \$50.00 For such damage 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 wirk 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 whereoff the said parties hereto have hereunto set their hands and seals this 2nd day of October 1922. William F. Kearns et-al, Party of First Part John E. Vestal, M. A. Gragory,

Attest: Albert M. Patterson Auditor.

Board of Commissioners Hendricks County.

In the Matter of Continuances on road Procedeings.

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 of required in such proceedings that such priceedings and matters are to be taken as continued or Further time is bereby given without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

OCTOBER TERM.

In the Matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the constructions 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 of such proceedings, all of which is htreby ordered by the Board.

NOVEMBER TERM.

In the Matter of continuances on road proceedings.

It is hereby ordered by the Board that whenever any proceedings or matters pertaining to the constructions of roads in Hendricks County, Indiana, are continued or Further ds time is given or required in such proceedings that such proceedings and matters are to be taken as continued or Further time is bereby given without any special record being made thereof in each and all of such proceedings, all of which is bereby ordered by the Board.

DECEMBER TERM.

In the Matter of continuances on road proceedings.

· Transport

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

J. D. Airhart et al For the Improvement

of a Public Highway in Brown Township.

Come new the petitioners herein and present a petition asking theeboard

For a change in the specifications, heretofore made herein, and asking that the

saed specifications be changed from rock to gravel, which petition is in

the Following words and rigures, to wit:

State of Indiana s.
Hendricks County

In the Commissioners Court,

-----1923.

In the matter pF the Petition oF

J. H. Mirhart et al For theImprovement oF

a public highway in Brown Township, Hedricks County

Indiana.

To the Commissioners of Hendricks County, Indiana:-

We, the undersigned, represent and say that we constitute a magority of the original petitioners in the above entitled matter; that there is now no contract in the above entitled matter; that there is now no contract in force and effectfor construction of the said above entitled road; that we desire a change made in the materials originally prescribed for the improvement and surfacing of said road; that the original materials prescribed for the improvement and surfacing of said road were rock base with screening top; that we ask to have asid road improved with gravel from local sources that will be subtable for road building; that he reasen for said change is that there ids suitable local gravel for road construction and that if the same is used in the construction of said road it will materially lessen the cost of construction of said road.

We Further ask that the width of the gravel on said road be made as wide as is consistent with the width of the road from Fence to Fence or, 30 Feet wide, not exceeding 14 Feet in width for said gravel.

And we ask that the Commissioners take such proper steps as may be necessary to make such change in such material.

P. M. Long.

W. R. Kenney.

Elmer A. Phillips.

John T. Lee

J. M. TarFey.

Charles R. Reed.

Ed. Toole.

Stephen J. Maloney.

W. F. Wiley.

Sallie Beasley.

Joseph H. Airhart.

Albert F. Smith.

L. D. FunKhouser.

C. O. Marker.

Oliver Amick.

A. T. Garner.

W. J. Hamilton

Alenze G. Gardner.

E. E. Mavel.

P. B. Herring.

Oris De. Leng.

James Dugan.

R. T. Richwine.

Margaret Mc. Daniel.

Wilbur Fowder.

J. P . Fowder.

R. F. Herring.

Jee Leonadd.

H. S. Barlow.

B. E. Arbuckle.

E. F. Nasho 1

B: 6: Weddle.

T. J. Nash .

Grant Arbuckle.

Martin Fahy.

Edward Fahy. Everett T. Hopkins.

Charles A. Sullivan.

Everett T. Hopkins.

C. C. Coffman.

D. E. Scott.

Chas. C. Gardner.

V. H. Free.

Fred Herdrich.

John Herdrich.

John Shaklin.

Chas H. Jordan.

Chas. Pennington.

Albert Batz.

Willim Wright.

Frank Marvel.

J. C. Jehnsen.

J. T. Everett.

John Maloney. M. J. Collins. Thomas Hogan. Clark Gossett.

eing

hebear

ren th

And the Board, having inspected said petition, Finds that the same is signed by a majority of theoriginal petitioners For said improvement.

And the Board Further Finds tat there is now no contract in Force and effect eFFect For the construction of said improvement; that the State Board of Tax Commissioners denied the bond issue herein and that the contract of D. H. Fatout For the construction of said road made on the 7th. day of August. 1928 is therefore null and vo void, as the Board does not Find. And the Board does now in all things cancil and set aside said contract with said D. H. Fatout.

And now the board Finds that the petition For the change of specifications of surfacing materials should be granted.

And now said plans and specifications are by the board refered back to the Following named viers and engineer, to wit: Jesse Evans, William Corrie and Geo. R. Harvey. to make such changes as they may see Fit to make pursuant to said petition and For a new estimate of the cost of construction.

mide as

ide,

ard

the

1n

of the

tract in

s in the

road; that

d read

with .

e reason

ion and

ially

etFor

ecessary to

In the matter of the Otto Whicker
et al. For the improvement of the
highway by taxation in Clay
Township Hendricks County, Indiana.

Comes now the petitioners in above entitled couse and it appears to the sarisfaction of the Board of Commissioners of Hendricks County Indiana. that a petition containing the names of more than Bifty Freeholdersand voters of Clay township, Hendricks County, Indiana, was filed in the offece of the Auditor of Hendricks County, on the 4th day of December 1922, as shown by endorsement thereon By Albert M. Pattison Auditor od Hendricks County, State of Indiana, Which endorsement is in words and Figures as Follows to wit: (H.I.)

And said Petition now momes before the board and said Petitioners produce and File the affidavit of Julian Hogate Editor and publisher of the Republican, a weekly newspaperpf general circulation throught Mendricks CountyState of Indiana, and printed and published in the English language in the town of Danville Hendricks County, India the county in which said highway proposed to be improved is located, which said affidavit and notice thereto attached are inwords and Fugures Followingto wit: (H.I.)

And it hhereFore appears the 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 Newspaper, by two Consecutive weekly

publication therein, the First which was on the day of and the last of
said publication on the day day of

And said petitioners also present and File the certified statement of Albert Pattison, Auditor of Hedricks County; in the state of Indians, of the posting of said notices at the door of the Court House in Danville, Hendricks county Indiana. which certified statement and copy of notice attached thereto are in words Figures Following to wit: (H.I.) From which certified statement and copy of notice attached thereto is it appears to the satisfaction of the Board that a duly dertified copy of said notice containing a copy of said petition with the time and place of hearing, the same endoresed thereon was duly posted at the door of the Court Housee in said county. For more than fifteen days before and not to exceede thirty days before the first day of January 1923 the day fixed for endorsment upon said petition, by said Auditor, as the day fixed for the hearing of said petition.

It Further appearing to said Board that a remonstrance signed by objectors to said petition. and which remonstrance is in the Following words and Figures to wit:

(H. I.)

And now comes Ottis E. Gully attorney For petition and asks to withdraw the petition. The Board after duly considering the matter Finds that upon the payment of the

accured costin this matter being paid by said petitioners that said petitioners begiven the the pravelege of withdrawing said petition.

It is therefore ordered by the board that upon the payment of the accured cost in this matter that the petitioners may withdraw said petition.

In the matter of continuance on road proceedings.

It is hereby ordered by the board that whenever any proceedings or matterspreadings to the construction of roads in Hendricds County, Indiana, are continued or Further time is given or required in such proceedings that such proceedings and mattersare to be taken as continuedor Further time is hereby given without any special record being made thereof in each and all of such proceedings, all of whichis hereby ordered by the board.

In the Matter of the Petition

of Joseph B. Fleece et als For

the Improvement of a Public

Highway in EEl River Township

Hendricks County Indiana.

Comes again the petitoners 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 legal voters or Freeholders of said Eel River Township, in Hebdricks 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 Hendeicks County, Indiana, kept for such purposes all of which is now done, said petition being in words and Figures Following, to-wit;

STATE, OF INDIANA)

COUNTY OF HENDRICKS)

TO THE HONORABLE BOARD OF

COMMISSIONERS OF HENDRICKS

COUNTY, INDIANA.

1923.

IN THE COMMISSIONERS' COURT.

The undersigned, petitioners, respectFully show that they constitute more than FiFty Free holders and voters of Eel River township, in Hendricks County, State of Indiana, and they respectFully petition your Honorable Board to construct a Free,

gravel, mecadamized, or paved road in said Eel River township, by improving, grading, ditching, draining, building bridges, approaches to said bridges and all necessary culverts thereto and to construct and improve said highway in Eel River township out oF gravel, stone, brick, cement or other road paving and road building material; said highway so petitioned For beginning at what is known as the North Salem and Roachdale gravel road, the same being an improved Free gravel and macadamized road, at the east line of the west half of the northwest quarter of section 4, township 16, north range 2 west, and extending thence due east to the east line of California street in the town of North Salem, Indiana; thence north on California Street to the north line of said incorporated town of North Salem, INdiaNa; thence continuing north to the Beptist Church property near the north line oF said section 4; thence east a Few Feet to the North Salem and Ladoga road; thence scutheast on the North Salem and Ladoga road to the east line of Broadway Street in the town of North Salem; the Nce south on Broadway Street in the town of North Salem to the south line of Vine Street in said town of North Salem; the Noe east oN said Vine street to the east line of Main Street in the town of North Salem; thence north on Main Street to the north corporation line of the said town of North SaleM, which point also connects with an improved Free gravel road, which racsd proposed to be improved, extends over, upon and akong a public highway now established and all oF said highway proposed to beimproved being located and setuatedin said Eel River township, Hendricks County, Indiana.

Said petitioners show to the Court that said highway herein described that they ask to be improved is about thirty Feet in width and less than three mile in length, to-wit; One mile, connecting at the beginning as above described withan improved Free gravel and macadamized road known as the North Salem and Roachdale road and extends to and connects with the North Salem and Jamestown Free gravel road and also the north corporation line of the town of North Salem, Hendricks County, Indiana, which incorporated town is situated in said EeliRiver township, Hendricks County, Indiana.

Your petitioners Further respectFullY show that the portion of said highway asked to be improved, has located upon it three churdhes, a grade school and the high school building For said Eel River township, and a number of residences and buisness buildings, and that parts of it are traversed by United States mail routes.

ThereFore, your petitioners pray that the above described highway be improved by grading, draining, and constructing the same out of gravel, stone, macadim, brick, cement or other road building materials 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 the voters oF said Eel River township and they ask that bonds be sold to pay For the costs oF said improvement and that they be issued in a series payable in ten years From the issuance thereoF and that the Board oF Commissioners take all necessary steps to probide For the improbements therein askde For and to provide For the costs thereoF. (See names below)

And now the Board appoints as viewers John Bundy and David Ritzel two respectible Freeholders and legal boters of Hendricks County Indiana, neither of whom is a resident of said Eel River Township or the owner of any taxable property therein. Said Board also appoints George R. Harbey 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 things required of them by law in said proceedings.

W.	B.	F1	eece	è

e and all my

a Lel River

d read bulle-

(12) Ad the

es Warel and

Spirital of

shot to the

desce acrth

Herth Saler.

r the horth line

dea read: theree

udway Street in

es Forth Sales

sant of said

and thence north

th Saley, which

had and all of said-

de read ald er-

ticks county;

sald bights)

OUTES+

cel and the Mal

le laprend

mentin, bricks

a stantable

the state of

F. J. Sellers

J. E. Hadley

0. B. Lockhart

August Anderson

E. M. Murphy

G. B. Davis

Jacob Lockhart

O. M. Waters

J. M. Smith

B. F. Waters

A. B. Huckstep

R. F. Hunt

W. H. RoBbins

J. M. Owen

Thos. G. Drhham

T. T. Plasters

Birdie Gill

Matilds M. SMith

Isaac HuFFMan

W, F. Robbins

Bettie Kelso

Otis R Coons

Robert Lister

Samuel W. Wray

John E. Powell

W. N. Runim

Howard Sheets

A. P. FishPack

Willa Whitenack

George W. Monnigers

The state of the s

Allen Larmer

Cecil Page

Irma S. Robbins

Chas. Robbins

Ella Davis

Elbert Hayes

W. J. Pace

G. W. Robertson

John F. Fonner

A. R. Ford

W. C. Dickey

W. Gray

R. L. Proffetton

O. W. Trotter

U. L. Williams

James H. Fiscus

Lon C. Davis

C. C. Reed

J. W. Ferguson

H. C. Gibson

Herburt S. Adams

S. H. SHeets

E. F. Duckworth

Frank Boydes

Zack Ragan

W. J. Hadley

R. F. Dean

Jacob Robbins

Samuel BarBer

A. M. Thompson

Mrs. J. C. Thompson

Eva Morton Wischeart

G. G. Souder

Jas. W. Trotter Jas. W. TroMany F. Adams

G. N. Smythe

Sam Elder

J. H. Elexander

C. O. Scots

Merle Scots

J. B. Bowen

Asa Page

C. C. Clay

Ernest Hicks

Grant Spears

Aida Spears

O. M. Walker

B. F. Davis

C. H. Trotter

Mae Trotter

Samuel T. Biddell

Samuel Hicks

J. D. Wiseheart

Mrs. B. F. Davis Annie Bryant

RoBeRt Mattex

Nettie Mattox

Hilary Shamier

G. T. HaDley

W. L. Smith

May Smith

Elbridge Mi Shawler Logan R. Owens

E. O. Smith

Almadara Smith

Clarence Marphew

Emily Marphew

Brewer Kewsey

Ins Kersey

Jim W. Buckingham

Marey E. Robbins

O. H. WiseHeart

Mr. Carrie Souder and Souders. C. M. Trotter

Lettie Hicks

Chas. Hicks

Arthur S. Mellinger Mrs. J. O. Adams

E. E. Hunt

E. M. Right

·BaRt Robbins

GraCe H. DuckwortH

E. B. Ellington

Lillia smith

Ernesr Williams

C: W: Davis

Eva M. Davis

M. C Harper

CHas: W. Keating

G. D. Buncan

· LelaH'B. Duncan

Della Booker

Jane AdaMs

Tom MarTin

Melio Martin

Jess Kersey

Dasy Kersey

· Gertie BloyDar

DelBert E. Williams

Ben NeF#

V. C. Osborne

J. W. Lackey

George Russell

George F. Oumy

A. M. Routh

W. G. Duckworth

E. T. RATIIFF

E. Shirley

Mart Mahoney

Dan Mahoney

Thes, C. Davis

L H . Kyover

J. O. Hadley

Mrs J. E. Hadley

JoHn F. Gardon

Ollie Mahan

Datisy D. Warring

C. J. Dawson

Gray Wilson

Frank GarDon

S. R. Rayl

Laura J. West

John N Russell

H. F ADams

Mary Fiscus

Ed MaHoney

S. D. Noland

W. T. Dodds'

OrpHeus Carl

W. C. Oakley

Fred RadFord

Oscar Wood

Mrs. E M Wright

J F MorpheN .

Mrs Harry Dean

J O Adams

Minnie M. Dickey

Geo. E. WenDling
Chas. M. Trotter

Want he

125

13

tria 1

In the Matter of Continuances of 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 therefor in each and all of such proceedings, all of which is hereby ordered by the Board.

FEBRUARY TERM 1923.

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 H. C. JORDAN ET. AL. ROAD.

Come now the petitioners herein and ask the Board to make an order directing that the engineer and viewers File their report on the above road not later than the 15th, day of March, 1923.

And the Board being advised in the said matter hereby directs that the engineer and viewers make and File their report in the above matter not later than March 15th, 1923, and Further proceedings herein are cintinued.

In the Matter of W. B. Graham et al Highway in Lincoln Township.

Appointment of Suprentendant of Construction

Board now appoints W. E. Doyle Inspector on Graham Road.

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.

of to hear the sales

In the Matter of the Grant Hornaday et al Road.

Whereas it appears to the Board of CommisSioners of Hendricks County, Indiana, control of the control of that on the 2nd day of February 1920, a certain contract was entered into between said Board and Robert H. King in the above entitled proceedings for the construction of a certain concrete bridge and fill over what is known as Abner's Creek in Hendricks County, Indiana, at and for the contract price of \$11,872.00, in accordance with the details, plans and specifications for said bridge in the above entitled proceedings, and

Whereas, it appears that said project has been abandoned by said Board and that the Indiana State Highway Commission has taken over that part of the Rockville Road in Hendricks County, Indiana, on which was located said bridge, and

Whereas, said Robert H. King has filed with the Board his written consent for the cancellation of said contract, which is in the following words and figures, to rought and property of the second of the sec wit: (H. I.)

Now, therefore, all the foregoing facts and things fully appearing to the Board, and it being fully advised and informed in the premises, the Board does now order and adjudge that said contract be and the same is hereby set aside and cancelled.

And it is further ordered that the bond given by said Robert H. King for said work be, and the same is hereby cancelled and ordered returned to said Robert H. King, all of which is hereby ordered by the Board at its regular April Term, 1923.

ofference in a dearth white he was the first of the first best best to be the first of the first

Danville, Ind., March 29, 1923.

any special

To the Board of CommisSioners of Hendricks County, Indiana:

The undersigned, Robert H. King, hereby give my consent for the Board of Commissioners of Hendricks County, Indiana, to cancel and set aside and hold for naught the contract entered into between said Board and the undersigned on the 2nd day of February, 1920, for the construction of a bridge and grade over what is known as Abner's Creek on the Rockville Road as provided for in the plans and specifications on what was known as the Grant Hernaday et al Road under the County Unit Road Law.

- Robt. H. King

Witness: - Carey W. Gaston Think and the transfer of the control of the care.

- 11 The same of the contract of the same of the same of the contract of the c

utar i metarria de l'anni de l'anni de l'anni de la compani de la companione de l

the constant of the second of the same way to the to wrong it days and all that he had not to the agent to

John William Son mark out of the Luta Control of the first that the same of the same of

there against out an against out the companies out to be the services of the control of

H. C. Jordan et al Road in

Eel River Township, Hendricks County, Indiana.

Come new Cyrus Nicholson and A. F. Barbholomew the duly appointed and acting viewers in the above entitled matter, and comes also Geo. R. Harvey, the duly elected and qualified County Surveyor and Engineer, in the stead of J. P. Johnson, former County Surveyor and Engineer, and all being present before the Board the original order issued to them by the Auditor of this county, to wit, Hendricks County, Indiana, notifying them severally of their appointments 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 15th day of September, 1920, at the hour of 2 o'clock P. 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 matter, and the said George R. Harvey as engineer in place of said J. P. Johnson, and Cyrus Nicholson, the viewer appointed in the place of Dayton Stuart, deceased, did subscribe such oath on the 7th day of March 1922, said order and oath being in the following words and figures, to wit: (Here Insert).

And now it appears to the Board that pursuant to an order made by it on the 5th day of March, 1923, the said viewers and engineer filed their report in the above entitled matter in the Auditor's Office of Hendricks County, Indiana, on the 15th day of March 1923, and that now the Auditor of this county produces and presents to the Board the report of the viewers and engineer so filed on the 15th day of March 1923. And the Board, having examined said report and the plans, specifications and profile in connection therewith, and being sufficiently advised and informed in the premises, doth find that said report was filed as aforesaid in the office of the Auditor of said county on the 15th day of March 1923, as heretofore ordered by the Board, and that the same has been on file therein in said office open to the inspection of all persons, their agents or attorneys, for more than ten days before the 2nd day of April, 1923, the day on which these proceedings are being conducted.

And said viewers and engineer do now file their Supplemental Report, duly verified, on this the 2nd day of April, 1923. And the Board, having examined said supplemental Report and having heard all matters connected therewith, finds that no injury will result to the property of any infant, idiot or person of unsound mind, or will any person or corporation sustain any damage whatever by reason of the construction of the improvement prayed for by the petitioners herein and as provided in said report; that no person or corporation has made any written claim for damages to said viewers and engineer because of injury to property by reason of said improvement, and the Board finds that said Supplemental Report is in due form and regular and that the same should be approved and spread of record upon the records in the Auditor's Office kept for that purpose.

and antine

In. Former

eriginal -

unty, Indiana.

Ger Is Bes

that said

nty, Indiana

d day and

lly discharge

toy as eagle f

inted in the

of March 1922,

e Insert).

on the 5th

te above

the 15th day

is to the

nd profile

e premises.

ther of said

and that the

persons,

ally year-

ild sup-

1 mo in-

ind, or

coastruce

in said

to said

wat, and

that the

Coffice.

duly elected

And now all matters in respect to damages sustained by any person, firm 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, finds that the highway proposed to be improved under and pursuant to these proceedings is not over three miles in length and connects at one end with an improved Free Gravel Road and at the other end with the township boundary line of Eel River township, Hendricks County, Indiana, and lies wholly within said township; that the improvement prayed for in said petition and as provided for in said report, plans and specifications is of public utility and the Board further finds that said improvement should be allowed and established as provided in said report, plans and specifications without any modifications being made therein and without submitting the matter thereof to a vote of the legal voters of said township.

The Board further finds that said report and plans and specifications are in due form and sufficient and should be in all things approved and that said improvement as shown therein should be ordered.

It is therefore ordered by the Board that the report of the viewers and engineer and their supplemental report be approved and said improvement is hereby ordered established in accordance with the report and plans and specifications.

It is further ordered by the Board that the report and plans and specifications, and the supplemental report be speed of record in the office of the auditor in the records provided by law therefor, which is accordingly done and which are in the following words and figures, to wit:

ORDER TO VIEW ROAD.

The State of Indiana,)
Hendricks County,

Commissioners Court

September Term, 1920

To Dayton Stuart, and A. F. Bartholomew and J. P. Johnson

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their regular September Term, 1920, to view a proposed improvement of highway, as follows, to wit:

Beginning at a point in the public highway at the Northeast corner 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.

and, if said proposed improvement of highway will be of public utility, mark and lay out the same, in the manner prescribed by law, to the width of not less than 30 feet.

You will meet at the office of the County Auditor at Danville, Indiana, on Wednesday the 15th day of September 1920, at 2 o'clock P. M., and after being duly quali-

_fied, proceed to make said view, and report on or before the first Monday of December, 1920.

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 6th day of September 1920.

Chas. A. White, -Auditor. (SEAL)

OATH OF VIEWERS

State of Indiana, Hendricks County, ss:

We, Dayton Stuart and A. F. Bartholomew and J. P. Johnson, Cyrus Nicholson and George R. Harvey do solomnly 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. F. Bartholomew
Dayton Stuart

J. P. Johnson

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

Chas. A. White, - Auditor

Geo., R. Harvey

. Cyrus Nicholson

Subscribed and sworn to by Cyrus Nicholson and Geo. R. Harvey this 7th day of March 1922.

Albert M. Pattison, -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 September Term, 1920, to view a proposed highway, as petitioned for by H. C. Jordan 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 on the line between Montgomery and Hendricks Counties at a stone at the NW corner of Section 19, township 17 north of range two west and running thence East on and along the north line of Sections 19 and 20, said township and range a distance of 6700 feet to a stone at the cen.North NW4 Sec.20. We submit herewith plans and specifications for the proposed improvement, which plans and specifications are made a part of this report and filed herewith.

We estimate the cost of the proposed improvement at \$10,500.00.

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

Abeliace and

To discharge

May be the best

a day of

con at here

nur by Z. C.

TATIONING

creef, and

o width, and

e at the W

tot Back on

distance

Respectfully submitted,

Cyrus Nicholson) . Viewers.

Geo. R. Harvey)

Eng.

CONSTRUCTION DETAILS.

These Specifications include the "General Specifications" and also all drawings, dimensions and notes on the Profile which should be carefully examined.

Corner Stones.

The Contractor shall not allow any of the Corner Stones noted on the profile to be misplaced. If they are in the way of grading he shall notify the Engineer who shall lower them safely below the new grade line.

The right of way shall be 34 feet from the property line to property line, except along cuts and fills where it shall be widened as required by the construction shown in the "Cross Section of Roadway", to include the cut with bank sloping one horizontally to one vertically, and the fill with bank sloping three horizontally to two vertically.

FENCES.

If fences are within the right of way, the landowner shall remove them. If he neglects to do so, the Contractor shall have the right to take them down and lay them beyond the right of way, without being considered a tresspasser.

OBSTRUCTIONS

If telephones poles are in the way of the work, the Company to whom they belong shall remove them. The contractor shall remove all trees, grubs, rocks and anything else that hinders proper construction.

Removal of Old Material.

when old work is to be replaced by new, the Contractor shall carefully remove and save the old material. If in the judgement of the Engineer such old material can be used to advantage, the same shall be placed under his directions without extra charge, by the Contractor. Old material not thus used shall remain the property of Hendricks County.

Hindrance to Travel.

The Public shall not be denied access to the road unless, in the opinion of the angineer, public use would be injurious to the work, and travel shall not be unnecessarily impeded.

STAKING OUT WORK.

Cuts and fills, sewers and headers, culverts and bridges, shall be constructed according to stakes that will be set by the Engineer at the beginning of the work.

The Jacks that the the state of the state of

DUTIES OF THE SUPERINTENDENT

The Superintendent shall examine all foundations to see that they are good and of sufficient depth. All concrete work shall be done under his eye, that it may be the proper mizture and properly placed. He shall measure the stone and gravel, to see that the full amount is put upon the road. He shall supervise the rolling, shaping of the grade, and report on such work to the Engineer, daily report cards being furnished them for that purpose.

CEMENT.

The cement shall meet the requirement of the Standard Specification for Portland Gement of the American Society for testing material.

Metal Culverts.

All metal culverts shall be of corrugated ingot iron that tests by chemical analysis at least 99.84 per cent iron. All culverts shall have headers of reinforced concrete.

SUBGRADE. SUBGRADE.

The subgrade shall be raised or lowered as shown on the Profile and shaped as shown in the "Cross Section of Roadway". The Roadway shall everywhere be at least 34 feet wide, with slopes in cuts and on fills as shown. On all fills of less than 18", the subgrade shall be thoroughly scarified to a depth of not les than 8 inches before any earth is placed thereon. Fills shall be made in layers of not to exceed 15" in thickness and care shall be taken to secure the required slope both in fills and cuts. After completion of grading, the fills shall be allowed to settle. Before placing the gravel, the subgrade shall be smoothed and trued up and low places which settling and the movement of vehicles has developed shall be filled by scraping off higher parts. The Engineer reserves the right to determine when the subgrade shall have been finished. Tile drain shall be installed as shown on the plans, stakes being furnished by the Engineer for laying tile at the proper elevation. The Contractor shall give one weeks notice prior to beginning work that grade stakes for tile elevations and slope stakes for earth cuts and fills may be placed, the present center lines marked by iron pins placed and witnessed as shown on the plans.

Gravel. The first of the contract of the contr

The gravel used in the construction of this road shall be what is known as Montezuma prepared road gravel, obtained from sources of supply approved by the Engineer. It shall meet the following requirments as to size, and shall be free from dirt and other foriegn substance.

Passing 2" Screen 100 per cent

Retained 4" ,,

65 per cent

Placing Gravel.

. After the subgrade has been brought to the proper elevation and cross section, the gravel shall be placed on the road between 12" boards spaced 9 feet apart, 42 feet of the first see

4 F00, 6

TORING DAY

ort cards below

the for Previous

e of painforced

iod sitsped 83.

to at least

scraping off

w tile ele-

on either side of the center line of the road, the required thickness or depth at the center being secured by the use of pins. The boards shall be filled full, using not less than 50 tons per 100 feet. Teams or trucks used in building the road shall not be allowed to turn on the fresh gravel but must turn in a driveway or on the bare subgrade. That part of the road on which gravel has been placed shall be dragged whenever directed by the Engineer, to even up depressions in the surface.

Tile Drainage.

Tile drains of the size specified on the plans shall be placed at the depth, and position with reference to the center line of the road, as shown on the plans. The tile shall be first quality shale or clay farm drain tile, free from cracks or other defects. It shall be laid at the exact grade shown, and the Engineer will give stakes for allignment and grade at the time the work is started. The tile shall be terminated in headwall as shown on the plans and in every case the last 15 feet of the tile shall be laid in a bed of class A concrete at least 4 inches thick and incased to that thickness on the sides and top. Upper termini of lines of tile shall be blocked with broken pieces of tile or flat stones to prevent entrance of dirt. No tile shall be covered untill the elevation of the same has been checked by the Engineer or Superintendent in charge.

Concrete Structures.

All concrete on the road shall be of the classification shown on the plans. The aggregates therefor shall come from sources of supply approved by the Engineer and shall be kept seperated on the job. The mix for class "AZ" Concrete is 1-2-4 or in case bar run gravel is permitted 1-4. For Cl "B" the mix is 1-2-5 or 1-5 and for Cl "D" 1-12-12 or 1-3.

All concrete shall be mixed in a batch mixer of approved design running from 14 to 20 revolutions per minute until thoroughly mixed. Only enough water to make a workable mass shall be used, and concrete shall not be deposited in water except with the use of a tremie, and then only with the express consent of the Engineer. Concrete shall not be placed in freezing weather or when such weather is imminent unless consent is given and then only at the contractor's risk.

All forms shall be substantial; clean, of good quality lumber, smooth, and free from knot holes or other blemishes that might impair the surface appearance of the concrete. They shall be rigidly braced and wired and all reinforcement shall be secured in place before concrete is run. After the forms are removed the exposed surface of all concrete structures shall be rubbed down and the end, inside faces and tops of all headwalls or other structures that might endanger traffic shall be painted white.

All reinforcing bars shall be of standard quality, free from scale or excessive rust and shall be deformed. The Engineer reserves the right to approve or reject any of the materials entering into any part of the construction of this road which do not fully meet commonly accepted standards of excellence.

The Contractor may file a claim at the end of each month for the work done and material furnished during the month. This claim will be examined by the engineer and approved for 80% of what he estimates is the value of the work and materials permanently built into the road. The amount allowed will be available early in the next month.

The Contractor will give reasonable notice to all owners whose property may be affected by his work in the event an owner fails to remove a fence or anything that hinders the performance of the work according to the specifications the Contractor shall remove the same without extra compensation.

To simplify inspection the minimum amount of materials to be used is set out, and the Contractor shall not receive his final estimate until he has submitted to the Engineer and Board, invoices and freight bills for the amount, which bills shall be signed by the Superintendent as evidence that the shipment was used upon the road.

SUPPLEMENTAL REPORT OF VIEWERS

To the Honorable Board of Commissioners:

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

We, the undersigned, Viewers, heretofore appointed in the above cause, and who as such viewers, on the 15th day of March, 1923, filed our report in theabove 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, towit:

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,

A. F. Bartholomew Cyrus Nicholson Geo. R. Harvey Viewers.

Subscribed and sworn to before me this the 2nd day of April 1923. Floyd D. Whicker

Auditor of Hendricks County.

And the Board directs that notice be given by the Auditor of a letting for said improvement on April 27th, 1923, at 10 o'clock A. M. the sound of the

And further proceedings herein are continued. and some the second of second second second second

a remaining the second of the second of the second

The desired of the state of the state of the state of

acty by be

m bet out.

the Foad.

met of

e, and who

of 813

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

Comes now the Board of Commissioners of Hendricks County and come also the Board of Commissioners of Putnam County, and assemble in joint session at the Auditor's office of Hendricks County, Indiana, pursuant to notice, which notice is in the words and figures as follows, to-wit; (H.I.) to consider the matters relative to the above petition.

And come now again the petitioners in the above entitled cause and show to the Board of Commissioners of Hendricks and Putnam Counties in joint session assembled that Frank Davis, one of the viewers heretofore appointed in the above entitled cause is disqualified to serve as such viewer, said Boards of Commissioners in joint session and by their joint order now appoint Charles A. Edwards, a resident and disinterested freeholder of Putnam County, Indiana, and the owner of no taxible property in either of said townships affected by said proposed improvements.

Jesse Poul Johnson
It further appears that Ray White the engineer heretofore appointed on this road has abandoned his work and it is necessary to appoint another engineer, and now said Boards of Commissioners in joint session and by their joint order now appoint George R. Harvey, the County Engineer of Hendricks County, Indiana, he being a resident of Hendricks County, Ind., and the owner of no taxible property in either of the Townships affected by said improvement.

In is further ordered by said boards in joint session and by their joint order, that said viewers and engineer shall meet at the office of the County Surveyor of Hendricks County, Indiana, on the 7th day of April, 1923, and there be qualified as provided by law for the faithful discharge of their duties, and the Auditor of said County of Hendricks is hereby directed and ordered to give to said viewers and said engineer notice of their appointment and the time and place of their meeting to qualify.

It is further ordered by said boards in joint session and by their joint order that said viewers and engineer after being duly qualified shall take such persons and assistants as are necessary to view said proposed improvement and determin the public utility thereof the width of the same, and make a profile of the grade, determine the material, the quality and depth of the same, the be used, and make an estimate of the costs of construction of said improvement, including bridges, culverts, and all other things necessary for its completion, and they are hereby further ordered and directed to file a report of their doings on or before the next special session of the boards of Commissioners of Hendricks and Putnam Counties, in special session assembled, the

Indiana, on April 27th, 1923, and a duplicate of this report they shall file with the Auditor of Putnam County, Indiana, and further proceedings herein are continued.

or that or satisfied offered to be the same of the sam

a decide to have deliced and a make the light of the land of the control of the second of the second

-MILLIE CONTROL - SAL DAME TO LESS TOUR PERSON - BUT SERVICE THE PROPERTY OF THE PROPERTY AND ADDRESS OF THE PARTY OF THE

olling the land of the property of the state of the state

the property of the property o

在1915年中,1915年中,1915年中,1916年中,1916年中,1916年中,1916年中,1916年中,1916年中,1916年中,1916年中,1916年中,1916年中,1916年中,1916年中,1916年

distribution of the second second

and personal transfer makes to the second to

region of the services of the

A Skellone A Bris W H Davis

Board of Commissioners of Putnam Co.

John. E. Vestal-M. A. Gregory H. A. Haynes

Board of Commissioners of Hendricks County.

Attest:

Auditor of Hendricks County, Indiana.

In the Matter of the Petition of

John N. Russell et al for the

Improvement of a Public Highway

on the County Line Between Eel

River Township, in Hendricks County,

and Jackson Township in Putnam County.

And now pursuant to adjournment, duly made and entered of record, the Boards of Commissioners of the Counties of Hendricks and Putnam are met in joint session on the 27th day of April, 1923, for the purpose of considering the report of the engineer and viewers now on file in this proceedings and of passing upon the public utility and convenience of said proposed improvement prayed for in said petition herein and for the further purpose of considering any other matters legally before the said Boards which concerns said proposed improvement.

And the Boards find that no person, either minor, idiot or of unsound mind, or corporation will sustain any damages by reason of said proposed improvement or will the property of such person or corporation suffer damages by reason of such improvement or has any person or corporation filed any claims of any nature with the viewers and engineer for damages to their property by reason of said proposed improvement, as shown by the Supplemental Report of the engineer and viewers, which is as follows, to wit: (H. I.) which report was filed in the Auditor's office April 19, 1923.

And said Boards further find that no resident taxpayers in either Jackson Township, Putnam County, or Eel River Township, Hendricks County, effected by the improvement proposed has filed a remonstrance against said improvement with the Auditor of Hendricks County, up to 10:00 c'clock A. M. on the 27th day of April, 1923, which time was the date given for the hearing of such remonstrances and objections to said proposed improvement as provided by law for so doing, and as further given in the notice of the hearing of such objections.

And now said report of said viewers and engineer coming on for hearing and said Board having duly and fully examined the same, and being fully advised in the premises, do find that said report was filed in the office of the Auditor of Hendricks County, Indiana, the Auditor's office in which County the petition for said improvement was filed, on the 9th day of April, 1923; that said report is correct and in all respects according to law; that said proposed improvement is of public utility and that said report should be approved and said proposed improvement established and ordered constructed as provided in said report.

The said Boards further find that accompanying said report is the order addressed to the said viewers and engineer directing them to appear at the Auditor's office of Hendricks County, Indiana, on the 7th day of April, 1923 and there qualify according to law for the faithful discharge of their duties. Said Board further finds

that said report is accompanyed by a copy of the oath of said viewers and engineer administered to them on the 7th day of April, 1923 by said Auditor of Hendricks County, Indiana, together with the bond of the engineer, which bond reads as follows, to-wit: (H. I.) all of which, said Boards find in all respects regular, sufficient and according to law.

Company of the contract of the contract of It is now, therefore, considered and ordered by the said Boards in joint session that said report be, and is now in all things duly approved; that said proposed improvement is of public utility and convenient and that the same be and now is hereby duly established and ordered constructed in all respects as provided in said

illoway at a second to have been It is further ordered by the Boards in joint session that the costs and expenses incident to said improvement be borne one half by Eel River Township, Hendricks County, Indiana and the other one half by Jackson Township, Putnam County, Indiana. Except that each of said counties of Putnam and Hendricks shall provide for the payment of the costs of the printing of the bonds issued by each of said counties for the payment of said costs and expenses and sale thereof of the same.

It is further ordered by the Boards in joint session that said report, the original order issued to the said viewers and engineer, and the copy of the oath of said viewers and engineer which is in the words and figures following, to-wit: (H.I.) be spread of record on the records kept for that purpose in the Auditor's office of said Hendricks County, Indiana, and that a duly certified copy of this proceeding be - sent by the Auditor of Hendricks County, Indiana, to the Auditor of Putnam County, Indiana, to be by said Auditor of Putnam County, Indiana, recorded in a like record in said Putnam County.

And it further appearing to the satisfaction of the joint Boards, in joined session assembled, that the financial condition of said Townships, interested in the said proposed improvement, is such, that the improvement can be made as provided in the report of the viewers and engineer. It is now, ordered by the Boards that the Auditor of Hendricks County, Indiana, advertize for bids for said improvement, as now provided by law in such cases, and that he fix the date for receiving such bids, the 7th day of June, 1923. All of which is duly ordered this 27th day of April, 1923, by the said Boards of Commissioners of Hendricks and Putnam Counties, in joint session assembled. The office of the control of the control

Present: John Vestal; Merritt Gregory; Frank Haynes, Commissioners of Hendricks County, and D. J. Skelton, R. R. Buis; W. F. Davis, Commissioners of Putnam County. The state of the second of the secon continue and the second second

arife in the land to the file of the second of the second

BELL AND THE A COLUMN TENT OF A STORE OF THE PARTY OF THE ADVENTURE OF THE

ORDERTO VIEW ROAD

The State of Indiana)
Hendricks County | ss:

neer

a County

to-wit:

40-

cint

Pro-

new is

Said

and ex-

ndricks

ana.

pay-

for the

, the

h of

(H.I.)

5 of

ing be

124

pord

the

10

s new

the

, by

100

ricks County) ss:

April Term, 1923.

To George R. Harvey, John W. Aigg and Charles A. Edwards

You are hereby notified that you were appointed by the Board of Commissioners of Hendricks & Putnam Counties in joint session assembled at Danville, InD., at their April term 1917 & April Term 1923, to view a proposed highway, as follows, to wit:

Beginning on the said county line at the north west corner of Marion Township, Hendricks County, Indiana, and running thence due north on said County line to a point where a public highway runs west in the north west quarter of the north west quarter of section 6, township 16 north, range 2 west, which public highway is known as the North Salem and Reachdale free gravel read.

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 40 feet.

You will meet at the office of the Surveyor of Hendricks County, who resides at Danville, Indiana, on Saturday the 7th day of April 1923, at 9 o'clock A.M. and after 1/4/8 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 6th day of April 1923.

Floyd L. Whicker, Auditor.

CATH OR VIEWERS

State of Indiana, Hendricks County, ss:

We, George R. Harvey, Hohn W. Figg and Charles A. Edwards do sclomnly 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.

George R. Harvey

John W. Agg

Charles A. Edwards

Subscribed and sworn to before me, this 7th day of April 1923

Floyd L. Whicker, Auditor of Hendricks County.

ROAD VIEWER'S REPORT

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

We, the undersigned Viewers, who were appointed by your honorable body at your regular Joint Session, April 5, 1923, to view a proposed highway, as petitioned for by John M. Russell et al., have discharged the dutyassigned 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 proposed highway to be 40 feet in width, and commences at the SW corner of Sec. 18, township 16, north of range two west, on the line between Jackson township, Putnam County and Eel River township Hendricks County, Indiana and running thence north along the west line of Sec. 18 to the west half mile stone thereof. Thence deflecting right 11 degrees and 30 minutes a distance of 200 feet to a point which is 40 feet east of the west line of said Sec. 18. Thence running north parallel to the west line of said Sec. 18, and to a point 40 feet east of the NW corner of said Sec. 18. Thence deflecting left 11 degrees and 30 minutes a distance of 200 feet and to a point on the west line of Sec. 7, township 16 north of range two west. Thence running north along the west line of Sections 7 and 6, township 16, north of range two west, the same being the line between said Jackson and Eel River townships, to a point of intersection of the west line of said Sec. 6, and the improved highway, known as the North Salem and Roachdale free gravel road.

The total length of said Highway being 13,300 feet.

We believe that the saving in cost in the construction of said highway which will result from the slight variation from the line as shown above noted will be sufficient to warrant the change.

We estimate the cost of said improvement at \$51,500.00:

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

Respectfully submitted,

(Filed April 9, 1923.)

Geo. R. Harvey

John W. Figg

Charles A. Edwards

181

Your

d for

You the

and

high-

nd dis-

le line

, Ind-

nile

200 feet

ig north

W corner

200

west.

h of

ch will

ricient

om-

SUPPLEMENTAL REPORT OF VIEWERS

To the Honorable Board of Commissioners

In the matter of the petition of John M. Russell et al. for the improvement of highway.

We, the undersigned, Viewers, heretofore appointed in the above cause, and who as such viewers, on the 9th day of April 1923, 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, towit:

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 undound mind, and that no person, firm or corporation has made any written claims for damages on account of said proposed improvement.

Respectfully submitted,

Geo, R. Harvey John W. Figg

Charles A. Edwards

(Filed April 19, 1923.) · Viewers.

Subscribed and sworn to before me this the 19th day of April 1923.

Floyd L. Whicker . . Auditor of Hendricks County.

In the Matter of the

Harry C. Jordan Road Petition.

Come now at this time, to wit, April 27th, 1923, at the hour of 10 o'clock a.m. the petitioners in the above entitled cause by and through their attorneys of record, and comes also at the same time all persons submitting any written proposals for the construction of the said above entiled improvement, and this being the day and the hour heretofore duly fixed by the Board as the time for submitting, receiving and opening of any and all sealed proposals or bids for the said above entitled improvement, and it appearing to the Board, as it does now find, that the Auditor of Hendricks County, Indiana, duly gave and caused to be published the notices for submitting, receiving and opening of such bids or sealed proposals and that such notices were 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 in both of said newspapers was on the 5th day of April, 1923, and

the the desired the large of th

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 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 first day of December 1923, 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., 1923, 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., 1923, 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 f 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 hereinto 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 estimate; 20% of the said contract price shall

THE PERSON NAMED

the state of the state of

of said and, but

be retained by the County until 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 Genderal Assembly of the State of Indiana, authorizing said improvement.

erally 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 twenty-seventh day of April, A.D., 1923.

James Mahoney
Party of the First Part.

John E. Vestal

M. A. Gregory

F. A. Haynes

Board of Commissioners of

Hendricks County.

Attest: Floyd L. Whicker, Auditor of Hendricks County.

All' of which is now fin ally found, ordered and adjudged by the Board on this 27th day of April, 1923.

And now the Board appoints <u>H.C. Jordan</u>, a bona fide resident of Eel River township, Hendricks County, Indiana, and a competent person to act as Superintendent of said construction as the Board does now find, to act as Superintendent of Construction on said Road, and directs that he give bond to the approval of the Board in the penal sum of \$5000.00.

And the Board does now appoint George R. Harvey, County Engineer, as Engineer of Construction on said improvement.

And the Board now finds that the total cost of said improvement, including the contract price, and all expenses incurred and damages allowed prior to the letting of the contract, and a sum sufficient to pay the perdiem of the engineer and superintendent and all other charges as by law provided, including attorneys fees for the petitioners attorneys, to be \$11,500.00.

And now the Board declares its determination herein to issue bonds to provide for the cost of such improvement in the sum of \$11,500.00, and directs the Auditor to give notice of such determination as by law provided.

Bond Ordinance.

Be it ordered and ordained by the Board of Commissioners of Hendricks County, Indiana, that the bonds of Hendricks County, Indiana, be issued in the sum of \$11,500.00 to provide funds for the cost of construction of the above and foregoing entitled im-

provement, to wit: The Harry C. Jordan et al Road Petition.

Be it further ordered and ordained that said bonds shall be issued in series covering a period of ten years in denominations of \$575.00 each and bearing interest at the rate of 43% per annum, payable semi-annually, and that such interest shall be evidenced by coupons attached to said bonds.

Be it further ordered and ordained that said bonds and interest shall be payable at the Treasurer's Office of Hendricks County, Indiana, and that said bonds shall be signed by the members of the Board of CommisSidners of Hendricks County, IndIana, and attested by the Auditor of said County, and sealed with the seal of the Board of Commissioners of Hendricks County, Indiana, and that said bonds shall bear date of May 15th, 1923.

And now the Treasurer of said county is hereby charged with the sale of said bonds. And further proceedings herein are continued.

IN THE MATTER OF THE PETITION OF JOHN N. RUSSELL, et al. for the Improvement of a county line highway.

And now on thes 27th day of April, 1923, pursuant to notice duly given by the Auditor of Hendricks County, the Board of Commissioners of Hendricks County and the Board of Commissioners of Putnam County are met in joint sesseion at the room of the Borad of Commissioners of Hendricks County, Indiana, for the purpose of hearing any objections that may be legally filed by any resident tax payer of Eel River Township, Hendricks County, or by any resident tax payer of Jackson Township, Putnam county, Indiana, and for the further purpose of consideraing any other matters legally before said Boards which concern said proposed improvement.

And the petitioners now produce and file the affidavit of Julian D. Hogate, editor and publisher of the "Republican", a weekly newspaper of general circulation printed and published in the town of Danville, Hendricks County, Indiana, which affidavit reads as follows, towit; (H.I.) and from which it appears to the satisfaction of the joint Boards that notice of the time and place of meeting of said Boards and the place where the report of the engineers and viewers, heretofore filed in this prodeeding could be found, and the time and place of the filing and presenting of and remonstrances against said proposed improvement, was duly given in said newspaper by two publications and for two weeks prior thereto, the first of which publications beingon the 12th day of April, 1923, and the second on the 19th day A plant contract to the state of the party o

. The state of the

A FOR THE STATE OF THE STATE OF

And said petitioners also produce and file the affidavit of Alvin Hall, editor and publisher of the Danville Gazette, a weekly newspeper of general circulation printed and published in the town of Danville, Hendricks County, Indiana, which affidavit reads as follows, towit: (H.I.) and from which it appears to the satisfaction of the joint boards that notice of the timeand place of meeting of said boards, and the place where thereport of the viewers and engineer, heretofore filed in this proceeding, could be found, and the time and place of the filingand presenting of any remonstrances against said proposed improvement, was du;y given in said newspaper by at least two weeks notice by publication, the first of which publications was on the 12thday of April, 1923, and the last of which was on the 19th day of April, 1923.

terest

tall be

Payable

all be

na, and

of Com-

May

id bends.

1 of

ing

utnam

ogate,

ion

faction

and

Arnold, editor and publisher of the "Merald- Democrat" a newspaper of general circulation and printed and published in the town of Greencastle, Putnam County, Indiana, which affidavitreads as follows, towit: (H.I), and from which it appears to the satisfaction of the joint boards that notice of the time and place of meeting of said boards, and the place where the report of the viewers and engineer, heretofore filed in this proceeding could be found, and the time and place of the filingand presenting of any remonstrances against said proposed improvement, was duly given in said newspaper by at least two weeks notice by publication, the first of which publications was on the 12th day of April 1923, and the second of which was on the 19th day of April, 1923.

And said petitioners also produce and file the affidavit of Harry M. Smith, editor and publisher of the Greencastle Banner a newspaper of general circulation printed and published in Greencastle, Putnam County, Indiana, which affidavit is as follows towit: (H.I.) and from which it appears that the satisfaction of the joint boards that notice of the time and place of meeting of said boards, and the place where the report of the viewers and engineer, heretofore filed in this proceeding could be found, and the time and place of the filing and presenting of any remonstrance against said proposed improvement was duly given in said newspaper by two weeks notice by publication, the first of which pub; ications was on the 13th day of April, 1923, and the second was on the 20th day of April, 1923;

And said boards of Commissioners in joint sesseion assembled now find that said notices and the proofs of publication thereof, are in due form and sufficient in law, and the same are now ordered entered of record and made a part of these proceedings.

the after the first term of the little black and the first and the first

ta the second second

the of the more discovery to the contract of the second of

some officular transfer and an article of the section of the secti

IN THE MATTER OF THE
PETITION OF JOHN N. RUSSELL, et.sl.
FOR THE IMPROVEMENT OF A PUBLIC HIGHWAY
ON THE COUNTY LINE BETWEEN THE COUNTI S OF
PUTNAM AND HENDRICKS.

And now on this seventh day of June, 1923, pursuant to notice duly given by the Auditor of Hendricks County, Indiana, to the members of the Board of Commissioners of Hendricks County, Indiana, which notice and the acknowledgement of service thereof is in the words and figures as follows, (H. I.) and pursuant to notice given to the Board of Commissioners of Putnam County, Indiana, which notice together with the return of the Sheriff of Putnam County endersed thereon, showing legal service more than 10 days prior to the seventh day of June, 1923, is in the words and figures as follows, to-wit: (H. I.) the said several boards of commissioners are met in joint session in the Auditor's office of Hendricks County, Indiana, for the purpose of receiving sealed proposals and awarding the contract for the improvement of a public highway petitioned for improvement by John N. Russell, et. al. located on the County line between Putnam and Hendricks County and dividing Eel River Township in Hendricks County and Jackson Township in Putnam County: for appointing of a superintendent to superintend the Construction of said highway and to order the issue of bonds to pay the costs and expenses of said improvement.

And now comes John N. Russell, et.al. the petiticNers herein, by their attorneys, Blessing and Stevenson, and present and file the affidavit of Julian D. Hogate, Editor and publisher of "The Republican", and the affidavit of Alvin Hall, Editor and publisher of "The Danville Gazette" weekly newspapers of general circulation, printed and published in Hendricks County, Indiana, which affidavits are in the words and figures as follows, to-wit: (H. I.) from which affidavits it appears that notice of the time and place of receiving bids for the construction of the improvement proposed in the above entitled cause duly published in said newspapers for two successive weeks, twenty days before the seventh day of June, 1923, the first of which publication was on the 3rd. day of May, 1923, and the last on the 10th. day of May, 1923, a copy of which notices so published being attached to said affidavits, which notices are in the words and figures as follows, to-wit: (H. I.).

Said petitioners by their attorneys also present and file the affidavits of Harry M. Smith, Editor and publisher of the "Greencastle Banner," a public weekly newspaper of general circulation, printed and publicashe in the city of Greencastle, Indiana, which said affidavit is in the ords and figures as follows, to-wit: (H. I.) and from which said affidavit it appears that notice of the time and place of receiving bids for the construction of the improvement proposed in the above entitled cause was duly published in said newspaper for two successive weeks, Also affidavit of Chas J. Annold Editon + Publisher of the Henold Democrat a daily newspaper printed and published in the city of Greencastle Ind.

twenty days before the seventh day of June, 1923, and the last on the 10th. day of May, 1923, a copy of which notice so published being attached to said affidavit, which notice is in the words and figures as follows, to-wit: (H. I.).

sant to notice

ers of the Beard

athresistates.

and purposed to

the which notice

Researce, thereby

Quy, is in the

ds of conductor

exery, Indiana,

rent for the im-

Pursell, et. al.

dividing Fel-

nuntar for spa-

highway and to

crement.

reldevit of

AFFIDAVIS OF

managers of

and, which

from which

1, 1505, and

diliated being

es as follows,

d (1) (b)

as follow,

bids for the ode-

And said petitioners by their attorneys also produce the affidavit of Mary M. Clapp, Clerk for the Enquirer Printing and Publishing Company, publishers of the Indianapolis Commercial, a newspaper of general circulation printed and published in the English language in the city of Indianapolis, Indiana, which affidavit is in the words and figures as follows, to-wit: (H. I.) from which affidavit it appears that notice of the time and place of receiving bids for the construction of the improvement proposed in the above entitled cause was duly published in said newspaper on the 1st. day of May, 1923, and mone than twenty days prior to the day fixed in the notice for receiving said bids, a copy of which notice so published, as aforesaid, being attached to said affidavit and being in thew words and figures as follows, to-wit: (H. I.).

having arrived up to which time it was provided in said notices that sealed bids were to be received by said Boards in joint session for said improvement, said board now find upon examination that but one bider submitted a sealed proposal, which proposal was submitted by James Mahoney, and now said proposal having been opened the Boards find that the contract should be awarded for said improvement and that the bid of James Mahoney being the lowest responsible bid, and being accompanied by an affidavit and a good and sufficient bond as required by law, said contract should be awarded to said James Mahoney.

It is therefore ordered by the said Board in joint session that the bid of James Mahoney be and the same is hereby duly accepted and that the contract for said improvement be and the same is hereby now awarded to said James Mahoney, and the bond of said James Mahoney with good and sufficient surety, and conditioned for the faithful preformance of the work in accordance with the profile and report and the plans and specifications therein set forth, and the contract hereinafter set out, in the sum of \$103,000.00, which is double the sum of his bid is now accepted and duly approved by these Boards, said Bond and the approval of said Boards being in the words and figures as follow to-wit:

Elevit of the town of the transfer of the Bond. The transfer of the town of the transfer of th

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned James Mahoney of Danville, Indiana, principal, and the United Fidelity & Graranty Company of Baltimore, Md., Surety, are firmly bound noto the State of Indiana in the penal sum of One hundred three 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 June -1923.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas, the Board of Commissioners of Hendricks County, Indiana, and of Putnam County, Indiana, are about to let a contract for the construction of the John M. Russell at al road on the county line between the counties of Hendricks and Putnach in the state of Indiana,

And whereas the above named James Mahoney 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 James Mahoney 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 thr 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 Stated Fidelity & Guaranty Company

James Mahoney

By John E. Messick

Atty-In-Eact.

State of Indiana, County of Hendricks, SS:

Before me, John T. Hume, the subscriber, Prosecuting Attorney in and for said Counrt personally appeared John E. Messick, attorney in facr for the United States Fidelity and Guaranty Company, and James Mahoney, and acknowledged the execution of the foregoing instrument for the uses and purposes herein mentioned.

WITNESS, my hand and official seal, this 7th. day of June A. D. 1923. My Commission expires Dec. 31, 1924.

John T. Hume

Prosecuting Attorney

Accepted and approved, June 7th. 1923.

Auditor Hendricks County.

Board of Commissioners Hendricks Co.

And now said bond of James Mahoney having been approved said Boards now enters into a contract with the said James Mahoney for said improvement, which contract, duly signed by the said James Mahoney and the said Boards of Commissioners of Hendricks and Putnam Counties, Indiana, is in the words and figures as follows, to-wit: CITA HAR CEAR COLD TO A SERVICE COLD TO COLD T

were many to the city of the c

CONTRACT. - FOR A CONTRACT.

The day of head

NUMBER DOOR TALE

or Calling

a bid Per sate

of of Contastor

nay shall proper-

E, and shall

to de place and

the time, terms

promptly pay all

butteriete bell

meall by rold.

and for said

annesties of

ellers, toutle

For the construction of the Hehn M. Russell et al road on the County line between Hendricks & Putnam Counties, State of Indiana,

This agreement made and entered into by and between James Mahoney of Danville Indiana, Party of the first part, and the Board of Commissioners of Hendricks County in the State of Indiana, party of the second part, Witnesseth:

That on the 7th. day of June 1923, the said Board of Commissioners received bids for the construction of the John M. Russell et al road, the same being located in Hendricks & Putnam Counties, and the said James Mahoney being declared the lowest and best responsible bidder, the contract was awarded to the said James Mahoney, for the amount of his bid, viz.: \$51,500.00, and the said party of the first part now corenants 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 15th. day of October 1924, 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 15th. day of October 1924, then the said party of the first part agrees and promised to pay to the said party of the second part as liquidated damages for the non-completion of said work and for the deprivation on the part of the public of the said Hendricks County of the use of said road from and after said 15th. day of October 1924, 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 (\$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 event the party of the second part does grant an extension of time for the opmpletion 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 aprty of the first part as required by Sec. 1 of an Ach 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 thenselves, their successors, heirs and sssigns.

IN WITNESS W EREOF, 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, this7th. day of June 1923.

是是这种种种。 第一种种种种种种种种种种种种种种种种种种种种种种种种种种种种种种种种种	James Mahoney
D. J. Skelton	Party of the First Part
De breiton	John E. Vestal
R. R. Buis	M. A. Gregory
W. F. Davis	建设的的基本的工作。
Board Com. Putnam County.	F. A. Haynes
ATTEST: Floyd L. Whicker	Board of Commissioners Hendricks Co.

Auditor Hendricks County.

And the Board further find that the entire cost of said improvement, including contract price, expenses, of viewers, engineers, superintencent of construction, advertisements, transcript per diem of Boards of Commissioners, attorneys fees and all other expenses incurred and to be incurred as provided by law, is the sum of \$54,000.

And that the total indebtedness of Eel River Township, in Hendricks County, and of Jackson Township in Putnam County, the township between which said highway proposed to be

The state of the s

improved by this proceeding is located including all the costs and expenses of this improvement, and all bonds heretofore is Sued for the building of free gravel road or m macadamized roads in said townships will not exceed four per centum of the total asses ed taxable valuation of the property of said townships.

all arely after the

ereto that mid

first part as

457, FOR A

the first tert

of the Auditor

of said Bend-

as of said mork;

said cratriot

e copleted and

militers and

contract or

ate of Indiana

Alle sold

that someract,

wat, includ-

nateuration, o

rees and all

of \$54,000f

, and of a

to be

er, materials, and

And now it is hereby ordered by said Boards in joint session that the bonds of Hendricks and Putnam Counties, Indiana, be issued and sold as Provided by law in such cases, to Provide funds for the payment of costs and expenses and contract price of the improvement herein; It is ordered that bonds be issued for the total sum of \$54,000.00, one-half of said sum to be issued by Hendricks County, Indiana, and one half of said sum to be issued by Putnam County, Indiana, said bonds to be issued in twenty equal series and to bear interest at the rate of 4% per cent per annum and payable over a period of ten years from the 15th. day of May, 1924 as prayed for in the petition filed herein, it is ordered that said bonds bear date of June 15th, 1923, and now the County Treasurer of Hendricks and Putnam Counties respectively are charged with the sale of said bonds upon their issuance.

And said Boards do now appoint Grant Sellers, a resident of Eel River Township, Hendricks County, Indiana, superintendent of construction upon said improvement and he is hereby directed to qualify as provided by law. And said Boards now appoint George Harvey, engineer of construction upon said improvement and he is hereby directed to qualify as provided by law.

Said Boards further order that the Auditor of Hendricks County, Indiana, notify Commissioners of Putnam County, Indiana, that the contract for the improvement herein prayed for has been let, stating the contraxt price and the amount of all costs, damages allowed, and expenses of every kind and nature necessary to complete said impovement, and said auditor is further ordered to transmit a true copy of this order to the Auditor of Putnam County, Indiana, and this cause is continued.

W Dispression of the contract of the contract

and the first term to the first of the first term of the first term of the first time to be a first time to be

of the same of the contract of

State of Indiana,)
Hendricks County,) SS.

In the matter of the petition of

JOHN N. RUSSELL et al, for the improvement of a public highway on the county

line between Hendricks and Putnam Counties.

TO THE BOARD OF COMMISSIONERS OF PUTNAM COUNTY.

You and each of you are hereby notified that in the foregoing entitled cause, now pending in the Commissioners' Court of Hendrucks County, Indiana, upon petition of John N. Russell etal for the improvement of a public highway on the county line between the counties of Hendricks and Putnam. such proceedings were had before the joint boards of Commissioners of said two Counties in said cause that upon the 4th day of June, 1923, a contract was duly let for the construction of said improvement for and in the sum of \$51,500.00; that the estimated amount of all other costs and expenses of every kimd necessary to complete such improvement, including costs of engineer and viewerss publication of notices, help of engineer and viewers in surveying, superintendent of construction, and the fees and chargesof the auditor of Hendricks County, Sheriff's Fees, per diem of County Commissioners, a reasonable fee for the petitioners' attorneys is the sum of \$2,500.00; that onehalf of the total costs of said improvement, or \$27,000.00 has been by said joint boards apportioned to each of Eel River Township, Hendricks County, and Jackson Township Putnam County, Indiana; that the bonds to be issued by each county, Hendricks and Putnam, to provide for the costs of said improvement, shall bear the date of June 15th. 1923, shall be issued in twenty equal series of one bond each, the first series, principal and interest, shall mature and be payable on the 15th, day of May, 1924, the second series, principal and interest, shall moture and be payable on the 15th day of November, 1924, and the remaining 18 series, principal and interest, shall be paid in regular order on corresponding dates in each succeeding year, and bear interest at the rate of 42 per cent per annum.

When said bends shall have been so issued and sold, the precedes therefrom to the amount of said sum of \$27,000.00 shall be remitted to the auditor of Hendricks County, Indiana,

IN WITNESS WHEREOf, I have hereunto set my hand and affixed the seal of the Commissioners Court of the County of Hendricks, State of Indiana, this 15th, day of June 1923.

Floyd L. Whicker
Auditor of Hendricks County, Indiana.

I certify that a true copy of this notice was mailed to the Board of Commissioners of Putnam County, Indiana this 15th, day of June, 1923.

Floyd L. Whicker
Auditor of Hendricks County, Indiana.

harring newton

plate out the

Aren, belo R.

of the fees and the-

tate of Jore 15th.

* 1647, 1954, the

the 15th 457 of

* Newtricks

a mal of the

the day of Just

IN THE MATTER OF APPOINTMENT OF NEW SUPERINTENDENT ON CUTRELL ROAD.

Come now Harvey Hurin heretofore appointed superintendend of construction on the Calvin Cutrell Road, and ask to be relieved of his duties and responsibility as superintendent on said road, and the Board being duly advised does hereby releas said Harvey Hurin from the position of superintendent of construction on said road, and the Board further orders that Chas. Miller a freeholder and voter of Washington Township by and is hereby appointed superintendent of construction on the Calvin Cutrell road in the place of Harvey Hurin, resigned. And now said Chas. Miller files his bond in the penal sum of \$5000.00, with E. O. Little and Mrs. E. O. Little as surety thereon for the faithful preformance of his duties as such superintendent.

IN THE MATTER OF THE PETITION OF

J. H. AIRHART ET AL FOR THE IMPROVEMENT OF

A PUBLIC HIGHWAY IN BROWN TOWNSHIP.

CoMennow the petitioners who signed a petition for the change of the surfacing materials in the above entitled matter and which petition was filed in the Auditor's office of the 27th day of December, 1922, and move the Board to dismiss said petition, which motion is in the following words and figures, to-wit: (H.I.), and the does now find, on advise of its Engineer that no suitable surfaceing material can be substituted for that originally specifi Board being duly advised and informed in the premises, does now sustain said motion, and dismisses said petition for the change of the surfacing material herein, and since no report has been made by the revewers and dogineer appointed on said petition for change of surfacing materials, the Board does now herein discharge the viewers and engineer appointed thereunder.

In all other respects the matters and doings herein and the action of the Board in this matter is left as though no petition had been filed for the change of the surfacing materials herein.

And now the Board directs the Auditor to give notice of a letting in the above entitled matter for 10 o'clock A.M. of July 28th, 1923, upon the plans, specifications and details heretofore approved by the Board, and further proceedings herein are continued.

IN THE MATTER OF THE PETITION OF CLIFFORD L. HADLEY ET AL.

FOR THE VACATION, LOCATION AND CHANGE OF A PUBLIC HIGHWAY IN CLAY

TOWNSHIP, HENDRICKS COUNTY, INDIANA.

Comes now Clifford L. Hadley and twenty-six others, and present and file their petition on the 7th, day of May 1923, in the Auditor's effice of Hendricks County, Indiana, praying for the location, vacation and change of a certain highway in Clay Township, Hendricks County, Indiana, and which petition is in the following words and figures to-wit:

ROAD PETITION.

THE STATE OF INDIANA,)

eath netition for

the vicents and or

and the setting

ad for the charge

a of a letting in

ron the place.

ther presenting

COMMISSIONERS COURT,

HENDRICKS COUNTY.

JUNE TERM, 1923.

TO THE HONORABLE BOARD Of COMMISSIONERS OF HenDricks County:

GENTLEMEN: The undersigned petitioners to your Honorable Board represent as follows: That they are resident freeholders of the County aforesaid, and that six of them reside in theimmediate neighborhood of, and are interested in the vacation, location and change of a public highway on the following described route, to-wit:

The public highway to be vacated is located as follows, to-wit:

Beginning at a point which is 63 rods South and 34.8 rods East of the North West CorNer of the East half of the South West quarter of section 111, Township 14 North, Range 2 West, and where thepublic highway running East and West turns to the South, thence South 5 degrees west about 97 rods to a point on the south line of said section where said highway turns to the east, which point is 54.32 rods west of the center south of said section; thence east along said south line of said section about 92.32 rods; thence north with the section bearings about 99 rods to where said highway turns to the east.

And instead of the above described highway asked to be vacated, your petitioners ask that asid highway be changed and relocated on the following described route, t-wit: Beginning at the end of the public highway running north and south from the NatioNal Road through the center of Section 14, Township 14 North, Range 2 West, at the center south of section 11 in said township and range, and running thence north on the line dividing the south east quarter and the south west quarter of said section 11 to a point on said line 15 chains and 47 links south of the center of said section 11; thence east 38 rods and connecting with the west end of a public highway running east and west; and beginning at said point on the line dividing the south east quarter and the south west quarter of said section 11 which is 15 chains and 47 links south of the center of said section 11, and running thence in a westerly direction for a distance of about 45.2 rods and to a point 63 rods south and 34.8 rods east of the north west corner of the east half of the south west quarter of said section 11, and connecting with a public highway

running east and west.

That said highways sought to be vacated, changed and located pass over and affect the lands of Jehu S. Hadley, Clifford L. Hadley, Helem J. Vaughn, Cyrus H. Masten, Laura Masten, Andrew M Roberds, Mary Bundy and John Bundy.

And your petitioners ask that said public highway be made 30 feet in width.

Henry West Clarence W. master Ray Masten J. S. Hadley Clarence H. Masten Alfred L. Cooper Clifford L. Hadley O. H. Whicker Cyrus H. Masten A. A. Kivett Rey West Elmira Kivett Laura E. Masten Elmer Masten Mary Bundy Chas. E. Kiser Merl Mastem Catharine Kiser John Bundy Simon Whicker A. M. Rebards Geo. West Lawrence Layne Eli Mabe Milber E. Kendall Milton A. West Mrs. Lawrence Lame Effie M. Kendall

And comes now Cliffior L. Hadley and files his affidavit that he posted notices of the filing of such petition and of the time where same would be heard, in three of the most public places in the neighborhood of such highway sought to be located, vacated and changed, more than twenty days before the date named in said notice for the hearing of said petition, which notice, affidavit and proof of posting are in the following words and figures, to-wit:

NOTICE OF VACATION AND RE-LOCATION OF PUBLIC HIGHWAYS.

Notice is hereby given, that a petition will be presented to the Board of Commissioners of Hendricks County, Indiana, at their nest regular June Term, 1923 for the vacation, change and location of certain highways in said county, thirty feet in width.

Said highway proposed to be vacated passes over the following route, te-wit:

Beginning at a point which is 63 rods south and 34.8 rods east of the north west corner
of the east half of the south west quarter of section 11, township 14 North, Range 2
west, and where the public highway running east andwest turns to the south, thence south
5 degrees west about 97 rods to a point on the south line of said section where said
highway turns to the east, which point is 54.32 rods west of the center south of said
section; thence east along said south line of said section about 92.32 rods; thence
north with the section bearings about 99 rods to where said highway turns to the east

And instead of the above described highway asked to be vacated, your petitioners ask that said highway be changed and relocated on the following described route, te-wit:

Beginning at the end of the public highway running north and south south form the National Road through the center of section 14, Tewnship 14 North, Range 2 West, at the center south of section 11 in said township and range, and running thence north on the line dividing the south east quarter and the south west quarter of said section 11 to a point on said line 15 chains nad 47 links south of the center of said section 11; thence east 38 rods and co nnecting with the west end of a public highway running east

and west; and beginning at said point on line dividing the south east quarter and the and the south west quarter of said section 11 which is 15 chains and 47 links south of the center of said section 11, and running thence in a westerly direction for a distance of about 45.2 rods and to a point 63 rods south and 34.8 rods east of the north west corner of the east half of the south west quarter of said section 11, and connecting with a public highway running east and west.

That said highways sought to be vacated, changed and located pass ever, and affect the lands of Jehu S. Hadley, Clifford L. Hadley, Helen J. Vaughn, Cyrus H. Masten, Laura Masten, Andrew M. Rebards, Mary Bundy, and John Bundy.

You are hereby further notified that said petition will be presented to the Board of Commissioners of Hendricks County, Indiana, onthe First Monday in June, being the 4th day of June, 1923, for hearing and that if you have any objections to the form or sufficiency of said petition, or to the vacation, change or location of said highways, you will appear at said time and present your remonstrance, otherwise said Board will appoint viewers to report on the public utility of such vacation, change and location of such highways.

Witness my hand and seal, this 7th day of May, 1923.

Floyd L. Whicker

Auditor of Hendricks County, Indiene.

PROOF OF PUBLICATION.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Before me, Floyd. L. Whicker, Auditor in and for said County, personally appeared Clifford L. Hadley who, being duly swern, says that he posted up three notices, of which the attached is a true cpey, in three public places within the Tewnships of Franklin & Clay, said County and State, on this the 7th day of May, 1923, the same being more than 15 days before the same would be presented to said Board.

Clifferd L. Hadley

Subscrived and sworn to before me this the 7th, day of May 1923.

Fleyd L. Whicker (
Auditor Hendricks County.

And it appearing to the Beard of Commissioners after investigating said petition netice and proof of posting thereof, that all persons whose lands are affected have signed said petition, the Beard finds that it was not necessary for the Auditor to mail a copy of said notice to any person.

And new on this 4th day of June, 1923, the Board finds that the law has been complied woth in reference to the filing and giving notice to all persons affected, and
that the Board of Commissioners should assume jurisdiction in said matter, and finds that
viewers should be appointed to view said public highway sought to be located, vacated

de la constant de la

Wasten

THE THE RE

vet in view

the posted notbe heard, in three to be located,

aid notice for the

the Board of Conterm, 1923 for the

north west corner 4 North, Radge 2

south, thence south other where said er south of said

ed, your petitioners

south south fors

anid section if

and changed.

The Beard further finds that saidpetition has been signed by more than twelve freeholders of the County, and that more than six of said petitioners reside in the immediate neighborhild of the highway sought to be located, vacated and changed. The Board further finds that said petition was filed in the office of the Auditor of Hendricks County, Indiana, more than twenty days before the date set for the hearing thereof, and that notice thereof was given by posting of notices as by law provided, had now the Board does accept said petition and finds that viewers should be appointed to view said location, vacation and change of said highway and report to the Board at the next regular session thereof.

The Board does now appoint John Hellingsworth, Charles Clay and George R. Harvey, three disinterested freeholders of the County to view saidhighway and report on the public utility of such proposed location, vacation and change of said highway.

IN THE M TTER OF THE PETITION OF CHIFFOR L. HADLEY ET AL.

FOR THE VACATION, LOCATION AND CHANGE OF A PUBLIC HIGHWAY IN CLAY

TOWNSHIP, HENDRICKS COUNTY, INDIANA.

Comes now the viewers heretofere appointed in the above entitled matter and meet as directed by the Beard and qualify for their appointment by taking an eath to faithfully and impartially discharte their duties, which eath was taken before athe Auditor of Hendricks County, Indiana, on the 4th day of June, 1923, and is in the following words and figures to-wit:

And new said viewers proceed to view saidnighway as descrived in the petition herein and hereinafter desceibed, which is sought to be located, vacated and changed, and viewing the same, said viewers make and fiel their repeer that the location, vacation and change of said described highway as prayed for in said petition, will be of public utility, and which repett is in the following words and figures, to-wit:

ORDER TO VIEW ROAD.

THE STATE OF INDIANA, SS;

COMMISSIONERS'COURT,
JUNE TERM 1923

To Charles Clay, John Hellingsworth & George R. Harvey,

You are hereby netified that you were appointed by the Beard of Commissioners of said County, at their June Term 1923 to view a proposed highway as follows, to wit: commencing at the point which is 63 rods South and 34.8 rods East of the North West conner of the East half of the South Weat quarter of section 11, Township 14 North Range 2 West, and where the public highway running East and West turns to the South thence South 5 degrees West about 97 rods to a point acm- on the south line of said saction where said highway turns to the East, which point is 54.32 rods west of the Conter, South of said section; thence East along said south line of said Section

about 92,32 reds; thence North with the section bearings about 99reds to where said highway turns to the East.

And instead of the above highway lasked to be vacated, your petitioners ask that said highway be changed and relocated on the fellowing described route, to-wit: Beginning at the end of the public highway running worth and south from the National Read through the center of Section 14 Township 14 North, Range 2 West, at the center South of Section 11 in said township and range, and running thence North on the line dividing the South East quarter and the South West quarter of said section11 to a peint to said line 15 chains and 47 links south of the center of saidbsectionhw11 thence East 38 reds and connectingwith the West end of a public highway running East and West; and beginning at said point on the line dividing the South East quarter and the South West quarter of said section 11 qwhichias 15 chains and 47 links south of the center of said Section 11, and running thence in a westerly direction for a distance of about 45.2 reds and to a point 63 reds South and 34.8 reds East of the North West cerner of the East half of the South West quarter of said Section 11, and connecting with a public highway running East and West. and, if said prepesed highway will be of public utility, mark and lay out the same, in themanner prescribed by law, to the width of 30 feet.

You will meet at the effice of Auditor of Hendricks, County Who resides in Danville, Hendricks County, Indiana. on Wednesday the 13th day of June 1923at 9 o'clack A. M. and after being duly qualified proceed to make said nies, and report at the nest regular term of said Board.

I certify the feregoing to be a true copy of the order of the Board in relation to said proposed highway. Witness my hand ans official seal, this 4th day of June 1923

Floyd L. Whicker, AUDITOR

OATH OF VIEWERS.

STATE OF INDIANA EHNDRIC S COUNTY, SS:

We, Charles Clay, John Hollingsworth & George R. Harvey. do solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers ont the within described proposed highway to the best of our skill and ability, so help us God.

John T. Helleingsworth.

Charles. C. Clay.

Gearge R. Harvey.

Subscribed and swern to before me this 13th day of June 1923

Fleyd L. Whicker,

Auditor.

the Auditor of Hendricks
hearing thereof, and

nted to view said.

by more than techne

ners reside in the

hed and changed. The

lay and George R. Harvey,

milit highway.

AT IN CLAY

entitled matter and meet king an eath to faithon before athe Auditor

is in the following words

vacated and changed, to the lacuation, vacation

ien, will be ef public

1985

as fellers, to wit:

t of the North West

Teemship 14 North

turns to the Sauk

Je se said Section

Clifford L. Hadley petition for the vacation, location, and change of a public highway.

VIEWERS REPORT

Vacated:

regula Hadley

repett

after |

in the

18 88 1

at hhe the cer

Section

the Seu

said li

reds and

beginnis

quarter

section1

reds and

East hal

highway

Beginning at a point which is 63 rods south and 34 8/10 rods east of the northwest corner of the east half of the southwest quarter of Section 11, Township 14 North, Range 2 West and where the public highway running east and west turns to the south; thence south 5 degrees west about 97 rods east and west turns to the south line of said Section where said highway turns to the to a point on the south line of said Section where south of said Section; east, which point is 54.32 rods west of the centre south of said Section; thence east along said south line of said Section about 92.32 rods; thence thence east along said south line of said Section about 92.32 rods; thence north with Section bearing about 99 rods to where said highway turns to the

Re-located & Changed:

Beginning at the end of the public highway running north and south from the National Road through the center of Section 14, Township 14 North, Range 2 West, at the center south of Section 11, and running the north on the line dividing the southeast quarter and the southwest quarter of said Section 11, to a point on said line 15 chains and 47 links south of the center of said Section 11; thence east 38 rods and connecting with the the west end of a public highway running east and west; and beginning at said point on the line dividing the southeast quarter and the southwest quarter of said Section 11, which is 15 chains and 47 links south of the center of said Section 11 and running thence in a westerly direction for a distance of about 45.2 rods and to a point 63 rods south and 34.8 rods east of the northwest corner of the east half of the southwest quarter of said Section 11, and connecting with a public highway running east and west.

Width of R/W 30 Feet.

Jehn T. Hellingswerth.

Charles C. Clay.

Geerge R. Harvey.

Viewers.

In the matter of the petition of

J. H. Airhart et al for construction

of a free grabel road in Brown Township,

In said county of Hendricks and State of Indiana.

Comes now D. H. Fatout and files and presents to the Board his petition asking that he be released from the contract entered into between himself and the Board of Commissioners of Hendricks County, Indiana, on the 7th day of August, 1920, for the construction of the above entitled improvement, and asking that hhe said contract be cancelled and set aside, which petition is in the following words and figures, to-wit:

STATE OF INDIANA . SS:

HENDRICKS COUNTY

JULY 28, 1923.

TO THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA:

GENTLEMEN:

I hereby petition your Board for a release from the contract entered into on the 7th, day of August, 1920, for the construction of the J. H. Airhart et al Road in Brown Township, said county and state, at and for the sum of \$49,000.00.

Further I herein waive and release all my rights under said contract.

D. H. Fatout.

Witness to Signature: Carey W. Gaston.

And the Board, having inspected said petition and being duly advised and informed in the premises, finds that the prayer of the petition should be granted; the Board further finds that the State Tax Board denied the issue of bonds for the construction of the said improvement under the said contract with the said D. H. Fatout; the Board further finds that said contract was let at a time when materials and labor was excessively high and that it would be to the best interest of the taxpayers of Brown Township; Hendricks County, Indiana, to cancel and set aside said contract with the said D. H. Fatout.

It is therefore ordered by the Board that the contract entered into between the Board of Commissioners of Hemdricks County, Indiana, and D. H. Fatout on the 7th, day of August, 1920, for the sum of \$49,000.00, for the construction of the above entitled improvement, be and the same is hereby cancelled and set aside, and the same is to be held for naught, and the said D. H. Fatout is hereby released from all the obligations of said contract, and the Board orders that the bond given therefor shall be cancelled.

All of which is hereby ordered by the Board.

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 A. M. of this 28th day of July, 1923, the petitioners in the above entitled cause, by and through their attorneys

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 order of this board as the time for submitting, receiving and opening any and all sealed bids or proposals 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 5th dayof July, 1923, and the third and last of which publications was on the 19th day of July, 1923, and in the Indianapolis Commercial, 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 28th day of July, 1923, to wit, on the 10th day of July, 1923, 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 the following bids as follows:

NAME of Bidder	AMOUNT of BID
D. H. Fatout	\$ 36,894,00
Avery & Weintrant	33,700.00
Oscar Bray	35,000.00
William McCarthy	30,800.00

and now the Board having examined and investigated said bids, finds that the bod of William McCarthy for the sum of \$30,800.00 is the lawest and best bid submitted, and that the
same is less than the estimated cost of said improvement as found by the engineer and
viewers; the Board finds that the said William McCarthy is the lowest responsible bidder
for said work of improvement; and the Board finds that the said William McCarthy along with
his sealed proposal or bid also submitted and filed his bond, apyable to the State of Indiana, in the penal sum of \$76,000.00, conditioned in all things as by law required, with
the Federal Surety Company as Surety thereon, which written proposal or bid, and bond together with the Board's approval thereon are in the following words and figures, to wit:

Denville Indiana, July 28th, 1923

TO THE BOARD of COMMISSIONERS of HENDRICKS COUNTY, INDIANA:

Pursuant to notice given in the Danville Gazette 15th, 19th, 1923, Hendricks County Republican 15th, 19th, 1923, and the Indianapolis Commercial newdpapers of general circu-

BID.

lation, published in Marion County, Indiana, under the date of 10th, July, 1923, that on the 28th, day of July, the County Commissioners would receive bids for the J. H. Airhart Seene Road Hendricks County, Indiana.

And in accordance with the rules, plans and specifications now on file in the office of Auditor of Hendricks, County, Indiana, the undersigned makes the following bid:

Thirty Thousand, eight Hundred Dollars (\$ 30,800.00)

Respectfully Sibmitted,

William McCarthy, Lebanon, Indiana.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned William McCarthy of Lebanon, Indiana as principal and the Federal Surety Company of Davenport, Iowa as surety are firmly bound unto the State of Indiana in the penal sum of Seventy Six Thousand and No/100 (\$76,000.00) 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 prisents, this 26th, day of July, 1923.

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 J. H. Airhart Stone Road in Brown & Market Township, Hendricks County, Indiana.

And whereas, the above named William McCarthy 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 William McCarthy shall promptly enter into a contract for said with said Board of Commissioners for said work, and shall well and faithfully do and preform 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 the said contractor, Sub-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.

	William McCarthy
	Federal Surety Company
1919 1 1919	By E., J. Scoonover
	Attorney-in-fact.

ricks County

for the con-

Mitled cause,

as the tipe

r the con-

nd published

proposals and

lican" and

icks County,

te, the first

of which

reial, a

ed and pub-

d daily news-

10th day of

and to the

which notices

wit; (H.I)

e of all the

id improve-

od of Will-

nd that the

ble bidder

with

ate of Ind-

red, with

d bond to-

* 40 wit:

or and

now find, that

COUNTY OF MARION

On this 26th. day of July A. D. 1925, before me, a Notary Public in and for said County, personally appeared E. J. Secondover personally known tome, who being by me severally sworn did severally say that the said E. J. Secondover is Attorney in fact of the Federal Surety Company of Davenport, Iowa, a corporation duly organized and ex. isting under the laws of the State of Iowa, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the said instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged that the said instrument and the execution thereof to be the voluntary act and deed of said corporation, by them and each of them *phipfaff* voluntar-ily executed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Indianapolis, Indiana, the day and year last above written.

My commission expires Jan. 27th, 1925.

Enp A. Ford Notary Public.

STATE OF INDIANA, BOCH COUNTY, SS:

Before, me, Notary Public, in and for said County, personally appeared William McCarthy and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

WITNESS my hand and Notorial scal, this Dith, day of July.

A. D. 1923.

My commission expires October 6th, 1924.

Goldie Patterson

Notary Public

Accepted and approved July 20th, 1923.

John E. Vestal

M. A. Gregory

F. A. Baynes

Board of Commissioners Bendricks County.

ATTEST: Ployd L. Whicker Auditor Hendricks County.

And this Board now accepts said written proposal of "Lillan McCarthy for the construction of said improvement, and now accepts and approves said bond, and sow a warts to said William McCarthy the contract for the construction of said improvement at and for the amount of his said bid.

And said William McCarthy now enters into a written contract with said Board for the construction of said improvement, to wit, said J. H. Airhart of al Road, which contract is now executed and is in the following words and figures, to with

CONTRACT.

Ror the construction of the J. H. Airhart et al road in Brown Township.

This agreement made and entered into by and berween Wm, McCarthie of Lebanon, Indiana, party of the first part, and the Board of Commissioners of Hendracks County in the State of Indiana, party of the second part,

WITNESSETH:

That on the 28th day of July A. D. 1923, the said Board of Commissioners received this bids for the construction of the F. H. Airhart et al Road, the same being located in Hendricks County and the said W. McCarthy being declared the lowest and best responsible bidder, the contract was awarded to the said Wm. McCarthy for the amount of his bid, viz: \$30,800.00, 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 egineer 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 same completed on or before the 1st, day of December 1924, and in the event said improvement of said road shall not be completed, finished and heady for acceptance by the party of the second part on or before said 1st, day of December A. D. 1924, 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. B. 1924, 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 reads for acceptance by said party of the second part, and said party of the first part agrees that said sum of swenty-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 improvemnt 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 damaged shall apply after the txpiration of such extension.

this Comby in

sioners received

me being located

and heat respense-

amount of his bid.

agrees to build

able to the speci-

were and egineer

his contract the

t in the presecu-

ill plains for work-

of said suck.

to said contractor

wheat and agrees

this contract or

Ed Spard of Com-

sald improvement

d in the erent said

r acceptance by

De 1924, then the

riv of the second

the deprivation

aid read from and

hars (\$25,00) per

La unicapiated,

et, and said party

per day shall be

and by said pury

to have of the public

DESPENDENCE NUMBER

1 447 1 Mar 14100

Lie Lim but Riv

which said reports,

It is also understood and agreed by and between the parties herete 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 finlly agreepted by the said Board of Commissioners.

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

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

IN WITNESS WHERWOF, 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 28th day of July A. D. 1923.

William McCarthy
Party of the First Part

John E. Vestal

M. A. Gregory

F. A. Haynes

Board of Commissioners Hendricks Co.

ATTEST: Floyd L. Whicker Auditor of Hendricks County.

All of which is now finally found, ordered and ordained by the Board of Commissioners of Hendricks County, Indiana, this 28th day of July, 1923.

Further it is ordered by the Board that said work of construction shall be finally completed by the said William McCarthy not later than the 1st day of December, 1924, the date specified in said contract, unless the time for such completion is extended by this Board upon a written request of the said William McCarthy, based upon good and sufficient reasons thereof.

And now the Board appoints Reck, a bona fide resident of Brown township, said county and state, and a taxpayer and free holder therein, as the Board now finds, as Superintendent of Construction of said improvement, and he is hereby directed to qualify as by law provided. And the Board does hereby appoint George R. Harvey, County Surveyor as Engineer of Construction of said improvement, he having qualified as by law provided as engineer for the work of Civil Engineer in Hendricks County, Indians.

And the Board finds that the total cost of said improvement, including the amount of said contract price, preliminary expenses, attorney's fees for patitioners attorneys, all damages allowed and the per diem of the Superintendent and Engineer, transcript charges, and all other charges and expenses connected therewith during the comstruction of said improvement to be \$32,500.00.

Thereupon the following bond ordinance was introduced and read and the same was duly adopted by a unanimous note 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. H. Airhart et al Free Gravel Road in Brown Township Hendricks County, Indiana, and all legal expenses connected therewith, and providing for special tax levy.

Sec. 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. H. Airhart and others Road in Brown Township, said county and state, and other proper expenses in commection therewith, bonds be issued to the amount of \$32,500.00, such bonds to be known as the J. H. Airhart 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, including the bonds already issued therein for such purposes.

Sec. 2. That said bonds shall be in denominations of \$1,625.00 each and shall bear interest at the rate of 4, 1/2% per annum, payable semiannually, except as herein otherwise provided, on the 15th day of May and November of each year; that they shall be divided into twenty equal series of one bond each; the first series, principal and interest, and the interest on all sahll be due and payable on the 15th day of May, 1924, and one series, principal and interest shall be due and payable each six months thereafter until all are paid. said bonds shall bear date of August 15th, 1923, and shall be duly signed by the Board of Commissioners of Hendricks County, Indiana, and duly attested by the Auditor thereof. The interest thereon on said bonds shall be evidenced by coupons thereto attached bearing the facsimile signatures of said Board. The principal and interest on said bonds shall be payable at the office of the Treasurer of Hendricks County, Indiana, in the office provided for said Treasurer at the Court House at Danville, Indiana.

Sec. 3. It is ordained that said bonds shall run over a period of the years from the date thereof.

Sec. 4. For the purpose of raising money to meet and pay said bonds and interest thereon as the same mature it is hereby ordered and ordained that the Board of Commissioners of Hendricks County, Indiana, shall annually hereafter, at the time the general tax levy is made, levy a tax on all the taxable property in Brown Township, said county and state, subject to taxation, sufficient to raise a sum to meet and pay said bonds and interest as they fall due, and said tax shall be collected as other taxes are collected and that said money shall be applied to the payment of said bonds and interest as they severally become due.

the traderat of him ton-

stella, se the host on

and he he haveby directed

at to ap 1. kmj, .

, he having qualified of

andricks County, Indian.

e, including the amount

patitioners' attorneys, all

ease, truncip they,

he construction of site

read and the same but

of Rendricks County.

my for the construction

advices County, Inties,

minister County, Indian,

Alrhart and others Real

son in commetten there-

he known as the J. Sc.

lutuaty, Indiana, said

the taxable property of

.00 sach and shall bear

except as herein other

that they shall be divi-

minospal and interest,

f 1867, 1984, and the

waste sterester will

shall be duly signed

or attended by the

saved by evapors therein

first and interest or said

Causty, Indiana, is

1 st 407 11571 (100

in latinus

à purposes.

ectal tax lery.

Sec. 4. Be it further ordered and ordained that said Bonds shall be delivered by the Auditor of said county and the Treasurer of said county and that said Treasurer shall sell said bonds at not less than their full par value and accrued interest and the proceeds shall be kept as a special fund to pay for the construction of said road other expenses thereof as and mow allowed by law.

All of which is hereby ordered and ordained by the Board.

And now the Board declares its determination to issue bonds in the sum of \$32,500.00, to provide funds with which to construct the J. H. Airhart et al Road in Brown Township, Hendricks County, Indiana, and provide that said bonds shall bear interest at the rate of 4-1/2 % per annum, interest payable semi-annually, payable both as to principal and interest at the Office of the Treasurer of Hendricks County, Indiana. Further that said bonds shall run over a period of ten years from date thereof and that said bonds shall bear date of August 15th, 1923, That unless a petition of remonstrance is filed against the issuance of said bonds in the manner provided by law and within the period provided therein that said bonds will be sold by the Treasurer of said county pursuant to the bond ordinance adopted by the Board on the 28th day of July. 1923.

The Auditor is hereby directed to give notice of this determination as by law provided.

And further proceedings herein are continued.

IN THE MATTER OF THE PETITION OF WP A. OPPLE ET AL

FOR THE IMPROVEMENT OF A PUBLIC HIGHWAY ON THE

COUNTY LINE BETWEEN HENDRICKS AND MARION COUNTIES,

IN THE STATE OF INDIANA.

Comes now the viewers and engineer heretofore appointed at a Special Joint

-May Session 1922, of the Boards of Commissioners of Hendricks and Marion Counties,

State of Indiana, in the above entitled matter, and show to the Boards that it was impossible to file their report herein on the 10th day of June 1922, and ask the Boards to extend the time of filing of thereport herein until the day of August 1923. And the boards being duly advised in the premises does now extend the time of filing the report until the day of August 1923, at which time the Boards order that the said report be filed.

All of which is hereby ordered by the Boards. SEPTEMBER 13, 1923.

IN THE MATTER OF THE PETITION

OF WM. A. OPPLE, et al.

FOR THE IMPROVEMENT OF A PUBLIC

HIGHWAY ON THE COUNTY LINE BETWEEN

MARION AND HENDRICKS COUNTIES IN

THE STATE OF INDIANA.

BE it remembered that on the 13th, day of September 1923, pursuant to a notice issued by the Auditor of Hendricks County, Indiana, to the Board of Commissioners of Hendricks County, Indiana, to meet in special session at the Commissioners room at the Court House in the Town of Danville, Hensricks County, Indiana, on the 13th, day of September 1923, at the hour of 10:00 o'clock A. M. on said date, which notice and the acknowledgement of service thereon by thesaid Board of Commissioners is in the words and figures as follows, to-wit: And pursuant to a notice issued by the Auditor of Marion County, Indiana, to the Board of Commissioners of Marion County, Indiana, to meet in special session at the Commissioners room at the Court House in the town of Danville, Hendricks County, Indiana, on the 13th day of September 1923, at the hour of 10:00 o'clock A. M. of said date, which notice and the acknowledgement of service thereon by the said Board of Commissioners of Marion County, Indiana, is in the words and figures as follows to-wit: (H.I.)

And now said Boards of Commissioners of the respective counties are met in joint session on this the 13th day of September 1923, at the Commissioners room at the Court House in the town of Danville, HenDricks County, InDiana, for the purpose of considering the report of the engineer and vewers now on file in this proceeding and of considering the public utility and convenience of said proposed improvement prayed for in said petition herein, and for the further purpose of considering any other matters legally before said boards which concern said proposed improvement.

And comes now, George R. Harvey, the duly qualified and acting civil engineer, who was heretofore appointed by said boards while in joint session assembled and tenders the report of the engineer and viewers upon the proposed improvement of the highway as set out in the petition heretofore filed in these proceedings and now said boards of commissioners while in joint session assembled receives and inspects said reports of the engineer and viewers aforesaid and finds that it is reported therein that said proposed improvement is of public utility and should be constructed.

It is therefore ordered by said boards of commissioners while in joint session so assembled that the Auditor of Hendricks County, Indiana, sHall prepare a notice of improvement of a public Highway, as required by the statutes of the State of Indiana, and the Auditor of Hendricks County and the Auditor of Marion County, being the auditors of the Counties effected by the proposed improvement having agreed on the 5th day of OctOber, 1923 as the date when remonstrances and objections may be heard before the boards of commissioners in joint session at the Commissioners room at the Court House in the Town of Danville, Hendricks County, Indiana and that all remonstrances or objections to said proposed improvement must be filed with the Auditor of Hendricks County, Indiana, on or before 10:00 o'clock A. M. of said 5th day of October, 1923, and the same is Ordered published for two successive weeks, the first publication of which shall be on the 20th, day of September 1923, in a daily or weekly newSpaper in Hendricks County, Indiana, and in a daily newspaper in Marion County, Indiana, they being the counties effected by said proposed improvement, notifying the tax-payers in each of the said Counties and townships so effected that the said Boards of Commissioners will meet in joint session at the Commissioner's Room in the Court House in the town of Danville, Hendricks County, Indiana, on the 5th, day of October, 1923, at the hour of 10:00 o'clock A. M. for the purpose of hearing any and all remonstrances and objections. to said proposed

Which motice of improvement is in the words and figures as follows, to-wit: (H.I)

Notice is hereby given that there is now pending before the Board of Commissioners of Hendricks County, Indiana, the petition of William A. Opple, et.al. for the improvement of a certain highway on the county line between the counties of Marion and
Hendricks in said state, and for the draining, ditching, grading, bridging, culverting
and macademizing the same and which said highway to be so improved as aforesaid is
located upon the following described route, to-wit:

Beginning on the said county line at the southeast corner of said county of Hendricks and at the southeast corner of section 20, township 14 north, range 2 east, and running thence north on the section line dividing sections 20 and 21, township and range aforesaid, to the north line thereof to the intersection of an improced highway running east and west along the north line of said sections 20 and 21, and which highway proposed to be improved is one mile in length.

That it is the purpose and intent of said proposed improvement that it shall

Boards that it was important the Boards and the time of filing the rads order that the said

ed at a Special Joint

and Marion Counties,

of Commissioners of mmissioners room at the on the 13th, day of which notice and the oners is in the words and by the Auditor of County, Indiana, to House in the town of 1923, at the hour sledgement of service ledgement of service liana, is in the words

missioners room at the for the purpose of conis proceeding and of improvement prayed for improvement prayed for ing any other matters

#\$+

be 34 feet in width, of which one half shall be on each side of said county line, except where it shall be necessary to make such improvement wider or vary from said county line by reason of abrupt hollows or other serious natural obstacles, which variations a are duly shown by the report of the viewers and engineers; that a full and complete description and profile together with the specifications are shown in the report of the viewers and engineer aforesaid.

That the engineer and viewers appointed at the joint session of the County Commissioners of said counties of Marion and Hendricks filed their report on the improvement sought in said petition with the county auditors of each of said counties on the 18th, day of August 1923, and said report now lies on file in each of said offices open to the inspection of the public and to those who are interested in or affected by the proposed improvement; that a joint meeting of the Boards of Commissioners of Marion and Hendricks Counties will be held at the Commissioners Room at the Court House in the town of Danville, Indiana, where said petition is now pending, and the report of said engineer and viewers may be found on the 5th, day of October, 1923. at the hour of 10:00 o'clock a.m. for the purpose of hearing any and all valid objections to said proposed improvement.

That all resident tampayers of Guilford township, Hendricks County, Indiana, and all resident tampayers of Decatur township, Marion County, Indiana, are hereby notified that any rememberances or objections to said proposed improvement must be filed on or prior to said above named date for said joint meeting and that said remonstrances, if any, must be filed in the office of the Auditor of Hendricks County, Indiana, on or before said date and before 10:00 o'clock a.m. of said date: and that the same will be heard by said joint boards at said meeting.

Notice is also hereby given that all persons or corporations claiming damages by reason of said proposed improvement will be given until the hour of 10;00 o'clock a.m. on said 5th day of October, 1923, to make claims therefor as provided by law; and at which time said viewers will pass upon any such claims filed and make their supplemental report thereon.

Notice is hereby given to the taxpayers of said Guilford township, Hendricks
County, Indiana, and to the taxpayers of DeCatur township, Marion County, Indiana, that
unless they appear and present their remonstrances on the 5th, day of October, 1923,
and ask the boards of Commissioners of said counties while in joint session to hear the
same, the matters set forth in said petition and the report of the viewers and engineer
will be heard and passed on in their absence.

In witness whereof, I have hereunto set my hand and the seal of this office this 13th, day of September, 1923.

FLOYD L. WHICKER.

Auditor of Hendricks County.

And it is further ordered by said boards of Commissioners while in joint session

assembled that the Auditor of Hendricks County, Indiana, send a cdrtified copy of the records of these proceedings to the Auditor of Marion County, Indiana, and that the same be spread of record in the Auditor's office of Marion County, Indiana, as required by law and further proceedings herein are continued.

OF E. H. CONN ET AL FOR THE IM-PROVEMENT OF A PUBLIC HIGHWAY.

county line, ex-

which variations a

ll and complete

the report of the

of the County Con-

s on the improve-

counties on the

sald offices open

affected by the

sers of Varion and

L Souse in the

report of said

the hour of 10:00

in raid proposed

unty, Indiana, and

a harmby notified

he filed on or

a, on or before

on will be heard

wining damages

10100 p'eleck

a their supples

ip, Rendrieks.

, Indiana, that

otober, 1923,

ifon to hear the

ers and engineer

this office this

in Joint sension

wided by law; and

monatrances, if any,

IN THE COMMISSIONERS COURT OF HENDRICKS COUNTY, INDIANA.

Come now the petitioners in above Petition, and represent to the Court that they have ascertained that said proposed Highway can now be buildt. Petitioners further aver that J. P. Johnson, surveyor when said petition was filed and who was appointed as one of the viewers, has been succeeded in office by George C. Harvey, Surveyor, together with James T. Leak and Edward Biggs, heretofore appointed viewers for said proposed improved highway be directed to examine said proposed highway and report thereon to this Court at the November, 1923, term of this Court.

And now the court having examined above petition and being fully informed and advised in the premises, finds that said petition should be granted and said viewers be directed to make an examination of said proposed Highway and make due report thereon. It is therefore ordered and decreed that George 6. Harvey be appointed in leu of J. P. Johnson and the Viewers to-wit:

George C. Harvey, James T. Leak and Edward Briggs make examination of said proposed improvement and make report thereon to this Court at the November 1923, term of this Court and futher proceedings thereon be continued.

IN THE MATTER OF THE PETITION OF WILLIAM A. OPPLE, ET. AL. FOR THE IMPROVEMENT OF A PUBLIC HIGHWAY ON THE COUNTY LINE BETWEEN MARION AND HENDRICKS COUNTY IN THE STATE OF INDIANA.

And now pursuant to adjournment, duly made and entered of reCord, the Boards of Commissioners of the Counties of Hendricks and Marion, are now met in joint session on the 5th, day of October 1923, for the purpose of considering the report of the engineer and viewers now on file in this proceeding, and of passing upon the public utility and convenience of said proposed improvement prayed for in said petition herein and for the further purpose of considering any other matters legally before said Boards which concern said proposed improvement.

And the Boards find that no person, either minor, idiot or of unsound mind, or corporation, will sustain any damages by reason of said proposed improvement or will the property of such person or corporation suffer damages by reason of such improvement or has any person or corporation filed any claims of any nature with the viewers and engineer for damages to their property by reason of said proposed improvement, as shown by the supplimental report of the engineer and viewers, which report was filed in the office of the Auditor of Hendricks County, on the 5th, day of OC,tober 1923, and which is as follows, to-wit: (H.I.)

SUPPLEMENTAL REPORT OF VIEWERS.

TO THE HONORABLE BOARD OF COMMISSIONERS:

Subscribed ar

In the matter of the petition of Wm. A. Opple et.al. for the improvement of highway.

We, the undersigned, Viewers, heretofore appointed in the above cause, and who as such viewers, on the 5th, day of October, 1923, 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,

	Chas. Miller
the south and something	John McGregor
	George R. Harvey
	Viewers
d sworn to before me this the 5th	, day of October, 1923.
	Flowd L. What alone

Auditor Hendricks County.

And said Boards further find that no resident tax payer in either Decatur Township, Marion County, orGuilford Township, Hendricks County, Indiana, effected by the improvement has filed a remonstrance against said improvement with the Auditor of Hendricks County, up to 10:00 o'clock A. M. on the 5th, day of October 1923, which time was the date given for the hearing of such remonstrances and objections to said proposed improvement, as provided by law for so doing, and as further given in the notice of the hearing of such objections.

And now said report of said viewers and engineer coming on for hearing and said Boards having duly and fully examined the same and being fully advised in the premises, do find that said report was filed in the office of the Auditor of Hendricks County, Indiana, the Auditor's office in which the petition for said improvement was filed, on the 18th, day of August 1923, that said report is correct and in all respects according to law; that said proposed improvement is of public utility and that said report should be approved and said proposed improvement established and ordered constructed as ordered in said report.

The said Boards further find that accompanying said report is the order addressed to the said viewers and engineer, directing them to appear at the Auditors office of Hendricks County, Indiana, on the 15th, day of May 1922, and there qualify according to law for the faithful discharge of their duties. Said Boards further find that said report is accompanied by a copy of the oath of said viewers and engineer administered to them on the 15th, day of May 1923, by said Auditor of Hendricks County, Indiana, together with the bond of the viewers and engineer, which oath report and bond reads as follows, to-wit: (H.I.)

OATH OF VIEWERS.

STATE OF INDIANA, HENDRICKS COUNTY INDIANA,:SS

Fee

f mort, w

mi in joint

the report of

upon the public

pedition berein

fore said Boards

or of unsund

nd improvement

wood of such

ture with the

repeated Improve-

diidh Papart

, dur of 1030br

e ratio, and the

tred since the

We, Chas. Miller, John McGregor & George R. Harvey 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. Miller
ed thing are different transmit for this are	John McGregor
	George R. Harvey
Subscribed and sworn to before me,	1.20 out this is after 1) at 100 101 111
for affidavit,cents.	in the second second second

Albert M. Pattison
Auditor.

ROAD VIEWERS REPORT.

TO THE HONORABLE BOARD OF COMMISSIONERS OF HENDRICKS AND MARION COUNTYS, INDIANA:

We, the undersigned Viewers, who were appointed by your honorable body at your regular May Term, 1922, to view a proposed highway, as petitioned for by Wm. A. Opple et.al., have discharged the duty assibbed 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 width, and commences on the east line of Section 20, township 14 north of range two east, in an improved highway on the line dividing Decatur Township, Marion County and Guilford twonship, Hendricks County, Indiana and running thence south along said dividing line a distance of 5315 feet to the southeast corner of said Section 20, and terminating at the south line of said Marion and Hendricks Counties. Said highway to be constricted in all respects according to the plans and specifications, for said improvement and which plans and specifications are made a part of this report.

We estimate the cost of said improvement, at \$6000,00

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

Respectfully submitted,

Chas. Miller	经产业和企业	
John McGregor		STATE OF
George R. Harvey		
	Viewers.	

all of which, said Boards find in all respects regular, sufficient and according to

It is now therefore considered and ordered by the said Boards in joint session assembled that said report be and is now in all things duly approved; that said propose improvement is of public utility and comvenience and that the same be and now is hereby duly established and ordered constructed in all respects as provided in said report.

It is further ordered by said Boards of Commissioners while in joint se ssion assembled that the costs and expenses incident to said improvement be borne one half by Guilford Township, Hendricks County, Indiana, and the other one half borne by Decatur Township, Marion County, Indiana, except that each of said Counties of Hendricks and Marion shall provide for the payment of the costs of the printing of the bonds issued by each of said counties for the payment of said costs and expenses and the sale there

of the same.

It is further ordered by the said Boards while in joint session assembled, that said report, the original order issued to the said vi wers and engineer, and the copy of the oath of said viewers and engineer, which is in the words and figures following, to-wit: (H.I.) be spread of record on the record kept for that purpose in the Auditors office of said Hendricks County, Indiana, and that a duly certified cpoy of this proceeding be sent by the Auditor of Hendricks County, Indiana, to the Auditor of Marion County, Indiana, recorded in a like record in said. Marion County.

assembled, that the financial condition of said Townships inTeres ed in said proposed improvement, is such, that the improvement can be made as provided in the report of the viewers and engineer. It is now, ordered by the said Boards while thus jointly assembled that the Auditor of Hendricks County advertise for bids for said improvement, as provided by law in such cases, and that he fix as the date for receiving such bids, the 1st, day of November, 1923. All of which is duly ordered this 5th, day of October 1923, by the said Boards of Commissioners of Hendricks and Marion Counties, Indiana, in joint session assembled.

Present:	John Vestal
	Merritt Gregory
	Frank Haynes
Commissio	oners of Hendricks County,
	Albert Hoffman
r 1960 askultu	Harry D. Tutewiler
	John Kitley

Commissioners of Marion County,

the salate of bold many the salate of the sa

· a will have be a first with the first of the same and the same and the same of the same

Find the of which we will not be the property of the state of the stat

and any are and resident and an expectation in property of the second of

of the same to be in the state of the same of the same

while the training of the state of

The Later of the top of the street on the to the mande of

IN THE MATTER OF THE PRTITION OF

JOHN N. RUSSELL, et al, FOR THE

IMPROVEMENT OF A COUNTY LINE HIGHWAY.

And now on this 27th day of Aprol, 1923, pursuant to notice duly given by the Auditor of Hendricks County, the Board of Commissioners of Hendricks County and the B Board of Commissioners of Putnam County are met in joint session at the room of the Board of Commissioners of Hendricks County, Indiana, for the purpose of hearing any objections that may be legally filed by any resident tax payer of Eel River Township, Hendricks County, or by any resident tax payer of Jackson Township, Putnam County, Indiana, and for the further purpose of considering any other matters legally before said Boards which concern said proposed improvement.

And the petitioners now produce and file the affidavit of Julian D. Hogate, editor and publisher of the "Republican", a weekly newspaper of general circulation printed and published in the town of Danville, Hencricks County, Indiana, which affidavit reads as follows, to-wit; (H.I.) and from which it appears to the satisfaction of the joint Boards that notice of the time and place of meeting of said Boards and the place where the report of the engineers and viewers, heretofore filed in this proceeding could be found, and the time and place of the filing and presenting of any rememberances against said proposed improvement, was duly given in said newspaper by two publications and for two weeks prior thereto, the first of which publications being on the 12th day of April, 1923, and the second on the 19th day of April, 1923.

And said petitioners also produce and file the affidavit of Alvin Hall, editor and publisher of the Danville Gazette, a weekly newspaper of General circulation, printed and published in the town of Danville, HenDricks County, Indiana, which affidavit reads as follows, to-wit; (H.I.) and from which it appears to the satisfaction of the joint boards that notice of the time and place of meeting of said boards, and the place where the report of the viewers and engineer, heretofore filed in this proceeding, could be found, and thetime and place of the filing and presenting of any remonstrances against said proposed improvement, was duly given insaid newspaper by at least two weeks notice by publication, the first of which publications was on the 12th day of April, 1923, and the last of which was on the 19th day of April, 1923.

And said petitioners also produce and file the affidavit of Charles J. Arnold, editor and publisher of the "Herald-Democrat" a newspaper of general circulation and printed and published in the town of Greencastle, Putnam County, Indiana, which affidavit reads as follows, to-wit; (H.I.) and from which it appears to the satisfaction of the j joint boards that notice of the time and place of meeting of said boards, and the place where the report of the viewers and engineer, heretofore filed in this proceeding, could be found, and the time and place of the filing and presenting of any remonsteances

against said proposed improvement, was duly given in said newspaper by at least two weeks notice by publication, the first of which publications was on the 12th day of April, 1923, and the second of which was on the 19th day of April, 1923.

And said petitioners also produce and file the affidavit of Harry M. Smith, editor and publisher of the Greencastle Banner a newspaper of general circulation printed and published in Greencastle, Putnam County, Indiana, which affidavit is as follows, to-wit; (H.I.) and from which it appears that the satisfaction of the joint boards that notice of the time and place of meeting of said boards, and the place where the report of the viewers and engineer, heretofore filed in this proceeding could be found, and the time and place of the filing and presenting of any remonstrance against said proposed improvement was duly given inssaid newspaper by two weeks notice by publication, the first of which publications was on the 13th day of April, 1923, and the second was on the 20th day of April, 1923.

And said boards of commissioners in joint session assembled now find that said notices and the proofs of publication thereof, are in due form and sufficient in law, and the same are now ordered entered of record and made a part of these proceedings.

STATE OF INDIANA)
)SS.
COUNTY OF HENDRICKS)

COMMISSIONERS' COURT. AUGUST TERM, 1923.

The undersigned resident freeholders of Guilford Township, Hendricks County, Indiana, six of whom reside in the immediate neighborhood of the Highway proposed to be varated, and described below, respectfully petition you to vacate the Highway, "known as the CoxPrewitt Road, from the East line of the Mooresville and Plaindield Gravel Road, thence
East along over and Pon and effecting the lands of Joseph E. Prewitt and Fannie F. Cox
and William Cox and Rufus Glover and Alice Glover, husband and wife, to the lands of
E. H. Morgan, said Road being in the North East quarter of Section (14), Township (14)
North Range One (1) East, and connection the Mooresville and Plainfield Road with what is
known as the E. H. Morgan Road, in Guilford Township, in Hendricks County, Indiana."

In our opinion, said highway above described and herein asked to be vacated, is not a public utility, and same should be vacated, and we pray, your Honorable Board, to take such action as is necessary to vacate said highway.

Names.

Jos. E Priwitt

Wm. Randolph Cox.

A. M. HainEs

I. J. Atkinson

L. F. StanlEy

D. D. WhitE

Emil DEMills

EmmEtt Bly

IN THE MATTER OF THE PETITION

OF JOSEPH E. PREWITT, ET AL. FOR

THE VACATION OF A HIGHWAY IN

GUILFORD TOWNSHIP HENDRICKS COUNTY,

STATE OF INDIANA.

Names.

B. W Anderson

George E. MErCEr

John F. Hollingsworth

John Hall

StEwart E. FlEtchEr

Perry R. Tulley

Comes now Joseph E. Prewitt and fourteen others and file and present to the Board of County Commissioners their petition for the vacation of an established highway in Guilford Township, Hendricks County, State of Indiana, which said highway is described as follows to-wit:-

Said highway known as the Cox-Prewitt road, from the East line of the Mooresville and Plainfield gravel road. Thence East along and upon the lands of Joseph E. Prewitt and Fannie F. Cox and William Randolph Cox and Rufus Glover and Alice Glover, husband and wife, to the lands of E. H. Morgan, said road being in the North East quarter of Section fourteen (14), Township fourteen (14), North Range (1) East, and connects the Mooresville and Plainfield road with what is known as the E. H. Morgan road, in Guilgord Township, in Hendricks County, Indiana.

And said petitioners also file the affidavit of I. J. Pomeroy, publisher of the Plainfield Messenger, a newspaper published in said County, that notice of the filing, pendency and hearing of said petition was duly given by publication in said newspaper once each week for two consecutive weeks successively, at least twenty days before the day of the meeting of the Board at which said petition would Be heard, together with a copy of said notice, which proof of publication and copy of said notice is in words and figures as follows to-wit:- (H.I.) and the Board having examined said notice find the same to be according to law and sufficient; and the Board having examined said petition and being fully advised and informed in the premises finds that said petition has been signed by twelve or more freeholders of said County of Hendricks, and that six of whom reside in the immediate vicinity of the highway proposed to be vacated and the Board further finds that the prayer of said petition ought to be granted:

It is therefore ordered by the Board that Claude Hollett, D. L. Bolt and George R. Harvey be and they are hereby appointed viewers to view said established highway which is asked to be vacated as by law provided and that said viewers meet at the Auditor's office in the town of Danville, InDiana, on the STH, Day of October, 1923, and after having taken an oath faithfully to discharge their duty, that they proceed to view said highway proposed to be vacated and that they report their doings herein at the next session of this Board.

NOV MBER 5, 1923.

IN THE MATTER OF

IN THE MATTER OF

THE PETITION OF

JOSEPH E.PREWITT

ET AL FOR THE

VACATION OFA

HIGHWAY IN GUILFORD

TOWNSHIP HENDRICKS

COUNTY INDIANA.

COMES NOW CLAUDE B. HOLLETT D. L. BOLT AND GEORGE R. HARVEY

H.F. TOFORE APPOINTEDBY THE BOARD TO VIEWA CERTAIN HIGHWAY PROPRSED TO BE VACATED

IN GUILFORD TOWNSHIP HENDRICKS COUNTY, INDIANA AND FILES AND PRESENTS TO THE BOARD

HTEIR REPORT HEREIN, NWHICH SAID REPORT IS IN WORDS AND FIGURES FOLLOWING TO WIT:_

ORDER TO VIEW ROAD

STATE OF INDIANA)
HENDRICKS COUNTY)

COMMISSIONERS COURT

OCTOBER TERM 1923

TO COLAUDE B. HOLLETT D. L. B LT AND GEORGE R, HARVEY

YOU ARE HEREBY MOTIFIED THAT YOU WERE APPOINTED BY THE BOARD OF COMMISSI NERS

OF SAID COUNTY AT THEIR OCTOBER TERM 1923 TO VIEW A PROPOSED VACATION OF HIGHWAY AS FOLLOWS

TO WIT:- SAID ROAD BEING IND THE NORTH EAST QUARTER OF SECTION FOURTEEN(14) TOWNSHIP

(14) NORTH RANGE (14) BAST AND CONNEC ING THE MOORESVILLD AND PLAINFIELD ROAD WITH

WHAT IS KNOWN 9 THE E. H. MORGAN ROAD IN GUELFORD TOWNSHIP, IN HENDRICKS COUNTY.

INDIANA. AND IF SAID PROPOSED VACATION OF HIGHWAY WILL B, OF PUBLIC UTILITY,

YOU WILL MEET AT THE OFFICE OF COUNTY AUDITOR WHO RESIDES IN DANVILLE INDIANA.

ON MONDSY THE 8th DAY OF OCTOBER 1923 AT 9 OCLOCK A. M. AND AFTER BEING DULY QUALIFIED PROC, P TO MAKE SAID VIEW AND REPORT AR 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 HICHWAY. WITNEWS MY HAND AND AFFICIAL SEAL, THIS 1st.DAY OF OCTOBER
1923

FLOYD L. WHICKER ABDITOR.

OATH OF VIEWERS

STATE OF INDIANA HENDRICKS COUNTY) SS

WE, CLAUDE B. HOLLETT D. L. BOLT AND GEORGE R. HARVEY DO SOLEMNLY SWEAR WE WILL FAITHFULLY AND IM PARTIALLY DISCHARGE THE DUTIES ASSIGNED US AS VIEWERS ON THE WITHIN DESCRIBED HIGHWAY TO THE BEST OF OUR SKILL AND ABILITY, SO HELP US GOD.

D. L. BOLT

GEORGE R. HARVEY

SUBSCRIPED AND SWORN TO BEFORE ME THIS 8th DAY OF OCTOBER 1923

ROAD VIEWERS REPORT

TO THE HONORABLE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY INDIANA.

WE, THE UNDERSIGNED VIEWERS, WHO WERE APPOINTED BY YOUR HONORAVL, BODY AT YOUR R GULAR OCTOB R TERM, 1923, TO VIEW A PROPOSED VACATION OF HIGHWAY AS PETITIONED FOR BY JOSEPH E. PREWETT ET AL HAVE DISCHARDED THE DUTY ASSIGNED US AND SUBMIT THE FOLLOWING REPORT TO WIT:-

WE CMET AS DIRECT D IN THE ORDER GEREUNTO A TACHED AND MADE A PART HEREOF,

AND AFTER BEING DULY QUALIFIED AS APPEARS THEREIN PROCEEDED TO VIEW SUCH PROPOSED

HIGHWAY IN TH, MANNER AS BY LAW PRESCRIPED WHICH PY MATES ABD BOUNDS AND COURSE AND

DISTANCE IS AS FOLLOWS TO WIT:-

SAID ROAD BEGINING IN THE NORTH EAST QUARTER OF SECTION FOURTEEN(14) TOWNSHIP FOURTEEN(14) NORTH OF RANGE ONE(1) EAST ANDCANNECTION THE MOORESVI AND PLAINFIELD ROAD WITH WHAT IS KNOWN AS THE E. H. MORGAN ROAD IN GUILFORD TOWNSHIP IN HENDRICKS COUNTY_INDIANA.

AND WE ARE OF THE OPINION THET THE VACATION OF THIS HIGHWAY WOULD BE OF PUBLIC UTILITY

R SP CTFULLY SUBMITT D.

D. L. BOLT) VI WERS.

GEORGE R. HARVEY)

AND THE BOARD HAVING EXAMINED SAID REPORT AND HAVING HEARD THE EVIDENCE AND BEING FULLY ADVISED AND INFORMED IN TH, PREMISES FINDS THAT SAID REPORT OUGHT TO BE APPROVED AND SAID HIGHWAY VACATED.

IT IS THEREFORE CONSIDERED ORDERED AND ADJUGED BY THE BOARD THAT SAIB HIGHWAY
AS DESCRIBED IN THE PETITION AND REPORT HEREIN BEFORE SET FORTH WHICH HIGHWAY IS
DESCRIBED AS F LLOWS TO WIT: - BEGINNING AT THE ESAT LINE OF THE MORESVILLE AND
PLAINFIELD GRAVEL ROAD AND RUNNING THENCE EAST ALONG OVER AND UPON AND EFFECTING THE
LANDS OF JOSEPH E. PREWIT. FANNIF F. COX AND WM. RANDOLPH COX AND RUFUS GLOVER
AND ALIVE GLAVER HUSBAND AND WIFE TO THE LANDS OF E. H. MORGAN SAID ROAD BIEN IN THE
MORTH EAST QUARTER OF SECTIONF BOURTEEN(14) TOWNSHIP (14) NORTH OF RANG, ON (1) EAST
AND CONNECTS THE MOORESVILLE AND PLAINFIELD ROAD WITH WHAT IS KNOWN AS THE E. H. NORGAN
ROAD ALL IN GUILFORD TOWNSHIPHENDRICKS COUNTY, STATE OF INDIANA BE AND THE SAME IS
HEREBY VACATED AND ALL HIGHWAY OFFICERS IN GUILFORD TOWNSHIP AND HENDRICKS COUNTY
ARE HEREBY ORDERED NOT OT DO ANY FURTHER WORK OR EXERCISE ANY FURTHER CONTROL OVER
SAID HIGHWAY AND THE OWNERS OF THELAND ADJACENT TO AND EFFECTED BY SAID VACATION OF
SAID HIGHWAY ARE HEREBY AUTHORIZED TO BUIED THEIR FENCES UPON THE LINES DIVIDING THEIR
LANDS AND TO CLOSE SAIDHIGHWAY TO PUBLIC USE.

IN THE MATT R OF THE PETITION OF WILLIAM A. OPPLE, ET. AL. FOR THE IMPROVEMENT OF A PUBLIC HIGHWAY ON THE COUNTY LINE BETWEEN THE COUNTIES OF MARION AND H NDRICKS.

And now on this first day of November, 1923, pursuant to notice given by the Auditor of Hendricks County, Indiana, to members of the Board of Commissioners of Hendricks County, Indiana, which notice and the acknowledgement of service thereof, is in the words and figures as follows, to wit (H. I.) the said Boards of Commissioners are met in joint session in the Auditors office of Hendricks County, Indiana, for the purpose of receiving scaled proposals and awarding the contract for the improvement of a public highway petitioned for by William A. Opple, et. al. located on the County line between Marion and Hendricks County, and dividing Guilford Township in Hendricks County and Decatur Township in Marion County; for appointing of a superintendent to superintend the construction of said highway and to order the issue of bonds to pay the costs and expenses of said improvement.

And now comes William A. Opple, et.al. the petitioners herein and their attorneys, Brill & Kahl; and presentand file the affidavit of Julian D. Rolling one of the publisher of "The Republican" and the affidavit of William A. King one of the publishers of TheDanville Gazette, weekly newspaper of general circulation, printed and published in Hendricks County, Indiana, which affidavits are in the words and figures as follows to-wit: (H.I.) from which affidavits it appears that notice of the timeand place of receiving bids for the construction of the improvement proposed in the above entitled cause, duly published in said newspapers for two consecutive weeks, twenty days before the first day of November, 1923, and the last day of Octobe 1923, a copy of which notice so published being attached to said afficavits, which notices sareuiniwords and figures as follows, to-wit (H.I.)

Said petitioners by their attorneys also present and file the affidavits of Helen G. Brown, a Clerk for The Indianapolis Commercial, Inc. publishers of The Indianapolis Commercial Inc. a dally newspaper of general circulation, printed and published in the English language in the city of Indianapolis in Marion County, Indiana which affidavit is in the words and figured as follows, to-wit (H.I.) from which affidavit it appears that notice of thetime and place of receiving bids for the construction of the improvement proposed in the above entitled cause was duly published in the said papers on the 13th day if October, 1923, twenty days prior to the first day fixed in the nobice for receiving said bids, which notices so published as aforesaid being attached to said affidavit is in the words and figures as follows, to-wit; (H_I.)

FESSLER. AUDITOR OF WARION COUNTY. INDIANA. WHICH SAIDAFFIDAVIT IS IN THE WORDS AND FIGURES TO WIT. "H. I." AND FROM WHIDH AFFIDAVIT IT APPEARD THE NOTICE OF THE TIME AND PLACE OF RECIENBING BIDS FOR THE CONSTRUCTION OF THE IMPROVEMENT PROPOSED IN THE ABOVE ENTITLED CAUSE WAS DULY POSTED ON A BILL BOARD. MAINTAINED FOR SUCH PURPOSES AT THE COURT HOUSE IN MARION COUNTY. INDIANA. MORE THAN TWENTY DAYS BEFORE THE FIRST DAY OF NOVEMBER 1923. ACCOPY OF WHICH NOTICE SO POSTED BEING ATTACHED TO SAID AFFICAVIT IS IN THE WORDS AND FIGURES AS FOLLOWS. TO WIT. "H.I."

AND NOW THE HOUR OF 10.00 OCLOCK AS MI DENTHE FIRST DAY OF NOVEMBER 1923 HAVING ARRIVED UP TO WHICH TIME IT WAS PROVIDED IN SAID NOTICES THAT SEALED BIDS WERE TO BE RECEIVED BY SAID BOARDS IN JOINT SESSION FOR SAID IMPROVEMENT. SAID BOARDS FIND UPON EXAMINATION THAT SIX 6 BIDDERS SUBMITTED SEALED PROPOSALS. WHICH PROPOSALS ARE NOW OPENED AND INSPECTED AND EXAMINED BY SAID BOARDS AND THE SAID BOARDS NOW FIND THAT THE PROPOSAL SUBMITTED BY THE FIRM OF ROBERT DENOYER. SMORTON B. WARD AND ROSSWELL J. STOWERS OF KIRKLIN INDIA A IS THE LOWEST ANDBEST RESPONSIBLE BIDDER AND BEING ACCOMPANIED BY AN AFFIDAVIT ANDDA GOOD AND SUFFICIENT BOND. AS REQUIRED BY LAW. THE SAID BOARDS FIND THAT SAID CONTRACT SHOULD BE AWARDED TO THE SAID BOWER WARD AND STOWERS.

THAT THE BID OF BOYER WARD AND STOWERS. BE AND THE SAME IS HEREBY ACCEPTED. AND THAT THE CONTRACT FOR SAID IMPROVEMENTBE. AND THE SAME IS HEREBY NOW SWARDED TO THE SAID BOYER. WARD AND STOWERSWITH GOOD AND SUFFICIENT SURETY THEREON BE CONDITIONED BY THE FAITHFUL PREFORMANDE OF THE WORK IN ACCORDANCE WITH THE PROFILE AND REPORT AND THE THE PLA NS AND SPECIFICATIONS THEREIN SET FORTH AND THE CONTRACT HEREINAFTER SET OUT IN THE SUM OF NINE THOUSAND SIX HUNDRED SWIXTEEN DOLLARS AND TWENTY CENTS.9616.20 WHICH IS DOUBLE THE SUM OF THEIR BID IS NOW ACCEPTED AND DULY APPROVED BY THESE BOARDS. SAID BOND AND THE APPROVAL OF SAID BOARDS BEING IN THE WORDS AND FIGURES AS FOLLOWS TO-WIT.

CONTRACTORS BOND FO R CONSTRUCTION.

KNOW ALL MEN BY THESE PRESENTS THET WE THE UNDERSIGNED. ROBERT D. BOYER MORTON B.

WARD AND ROSSWELL J. STOWERS OF KIRKLIN INDIANA. CLINTON COUNTY. AND THE AETNA

CASUALTY AND SURETY CO. INDIANAPOLIS INDIANA ARE FIRMLY BOUND UNTO THE STATE OF IN
DIANA IN THE PENAL SUM OF NINETY BUXDHONDRED SIXTEEN & 20/100 DOLLARS FOR THE

PAYMENT OF WHICH. WELL AND TRULY TO BE MADE WE BIND OURSELVES FOINTLY AND SEVERALLY.

AND CUR JOINT AND SEVERAL HEIRS. EXECUTORS ADMINISTRATORS AND ASSIGNS. FIRMLY BY THES

PRESENT THIS FIRST DAY OF NOVEMBER. 1923

THE CONDITION OF THE ABOVE OBLIGATION ARE SUCH THAT WHEREAS. THE BOARD OF COMMISSIONE

OF HENDRICKS AND MARION COUNTY INDIANA ARE ABOUT TO LET A CONTRACT FOR WM. A. OPPLE
ROAD AND WHEREAS RHE ABOVE NAMED BOYER. WARD AND STOWERS HAVE FILED A BID FOR SAID
WORK WITH THE AUDITOR OF THE COUNTY. NOW THEREFORE. IF THE SIAD BOARD OF COMMISSION
ERS SHALL AWARD BOYER WARD AND STOWERS THE CONTRACT FOR SAID WORK AND THE SAID

ALL RESPECTO EXCORDING TO THE TIME TERMS AND CONDITIONS SPECIFIED IN SAID CONTRACTORS. THEN THIS

OBLIGATION SHALL BE VOID OTHERWISE TO REMAIN IN FULL FORCE VIRTUE AND EFFECT

MORION_BWARD
_ROSSWELL_JSTOWERS
_AETNA_CASUALTY AND SHEETY CO
PER. RUSH BURGESS ATT. IN FACT.

KNOW ALL MEN BY THESE PRESENTS THET THE AETNA CASUALTY AND SURETY COMPANY. A CORPORATION DULY DESANIZED UNDER THE LAWS OF THE STATE OF CONNECTICUT AND HAVING ITS PRINCIPAL OFFICE IN THE CITY OF HARTFORD. STATE OF CONNECTICUT HATH MADE CONSTITUREDN AND APPOINTED AND DOES BY THESE PRESENTS MAKE CONSTITURE AND APPOINT. RUSH BURGESS OF KIRKLIN INDIANA. ITS TRUE AND LAWFUL ATTORNEY WITH FULL POWER AND AUTHORITY HEREBY CONFERRED TO SIGN. EXECUTE AND DELIVER FOR IT IN ITS NAME AND IN ITS BEHALF AS SURETY ONE AND ONE ONLY SPECIFIC BOND OR DESCRIBED UNDERTAKING AS HEREIN DESCRIBED BELOW IN THIS POWER OF ATTORNEY. BOND ON BEHALF OF ROBERT D. BOYER MORTON B. WARD AND ROSSWELL J. STOWERS IN THE AMOUNT OF NINE THOUSAND SIX HUNDRED SEVENTEEN DOLLARS 9617.00 TO COVER THEIR BID OR CONTRACT FOR HEWILLIWM &. OPPLE ROAD ON THE COUNTY LINE BETWEER HENDRICKS AND MARION COUNTIES INDIANA, SAID BOND TO BE IN FAVOR OF THE STATE OF INDIANA, AND TO BIND THE AETNA CASUALTYAND SURETY CO:10 THEREBY AS FULLY AND TO THE SAME EXPENT AS IF SUCH BOND WAS SIGNED BY THE DULY AUTHORIZED OFFICERS OF THE AETNA CASUALTY AND SURETY COMPANY AND ALL THE ACTS OF SAID ATTORNEY PURSUANT TO THE AUTHORITY HEREIN FIVEN ARE HEREBY RATIFIED AND CONFIRMED.

IN WITNESS WHEREOF THE AETNA CASUALTY AND SURETY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BYITS RESIDENT VICE PRESEDENT AND ITS CORPORATE SEAL TO BE HERETO AFFIXED THIS 31ST DAY OF OCTOBER A.D. 1923.

THE AETNA CASUALTY AND SURETY COMPANY

BY __GEORGE_C. MOORE.

RESIDENT VICE PRESIDENT.

STATE OF INDIANA CLINTON COUNTY, SS.

BEFORE ME THE SUBSCRIBER A NOTARY PUBLID IN AND FOR SAID COUNTY. PERSONALLY APPEARED AETNA CASUALTY END SURETY CO. BY RUSH BURGESS AGT. ROBERT D. BGYER MORTON B. WARD AND ROSSWELL J. STOWERS AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTUREMENT FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND NOTORIAL SEAL THIS 31ST DAY OF OCTOBER 1923.

CHAS K. KIDWELL.

APPROVED AND ADOPTED NOVEMBER 1 1923.

___ALBERI_HOEEMAN____

M. A. GREGORY JOHN KITLEY BOARDS OF COMMISSIONERS
HENDRICKS AND MARION COUNTIES.

ATTEST -- FLOYD L. WHICKER

AUDITOR HENDRICKS COUNTY.

AND NOW SAID BOND OF NOYER WARD AND STOWERS HAVING BEEN APPROVED SADD BOARDS NOW ENTER
INTO A CONTRACT WITH THE SAID BOYER. WARD AND STOWERS FOR SAID IMPROVEMENT. WHICH CONTR
CONTRACTDULY SIGNED BY SAID BOYER WARD AND STOWERS AND THE SAID BOARDS OF COMMISSIONERS
OF HENDRICKS AND MARION COUNTIES. INDIANA IS IN THE WORDS AND FIGURES AS FOLLOWS. TO-WI
CONTRACT.

FOR THE CONSTRUCTOON OF THE WILLIAM A. OPPLE ROAD.

THIS AFREEMENT MADE AND ENTERED INTO BY AND BETWEEN FOBERT D. BOYER MORTON B.
WARD AND ROSSWELL J. STOURES. DOING BUSINESS UNDER NAME AND STYLE OF BOYER WARD AND
STOWERS OF KIRKLIN INDIANA CLINTON COUNTY. PARTY OF THE FIRST PART AND THE BOARD OF
COMMISSIONERS OF HENDRICKS COUNTY IN THE STATE OF INDIANA AND THE BOARD OF
COMMISSIONERS OF MARION COUNTY IN INDIANA. THE SAME BEING LOCATED IN DECATUR COUNTY
IN MARION COUNTY AND GUILFORD COUNTY IN HENDRICKS COURTY AND THE SAID BOYER WARD
AND STOWERS. BEING DECLARED THE LOWEST AND BEST RESPONSIBLE BIDDER THE CONTRACT WAS AWA
AWARDED TO THE SAID BOYER WARD AND STOWERS. FOR THE AMOUNT OF HIS BID VIZ. 4808.10
ANDOTHE SAID PARTYDOF THERFIRST PARTHNOW COVENANTS AND AGREES TO BUILD AND CONSTRUCT
SAID ROAD IN ALL RESPECTS IN ACCORDANCE WITH AND CONFORMABLE TO THE SPECIFICATIONS REPO
REPORTS PLANS AND PROFILD CONTAINED IN THE REPORT OF THEVIEWERS AND ENGINEER FOR SAID
ROAD NOW ON FILEIN THE OFFICE OF THE AUDITORSOF SAID COUNTY OF HENDRICKS WHICH SAID
REPORTS SPECIFICATIONS AND PROFILE ARE BEREBY REFERRED TO AND MADE A PART OF THIS
CONTRACT THE SAME AS ID 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 CAREFIAL 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 OFO SAID-WORK. IT IS FURTHER UNDERSTOO AND AGREED THAT SAID PARTY OF THE FIRST PART WILL NOT AND CANNOT SELL OR ASSIGN THES CONTRACT OR SUBLET THE WORK TO ANY PERSON OR PERSONS EXCEPT BY THE CONSENT OF SAID BOARDS 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 FIRST D Y OF AUGUST A.D.

1924 AND IN THE EVENT SAID IMPROVEMENT OF SAID ROAD SHALL. NOT BE &OMPLETED FINISHED AN
AND READY FOR ACCEPTANCE BY THE PARTY OF THE SECOND PART ON OR BEFORE SAID 1ST DAY

OF AUGUST A. D. 1924 THEN THE SAID PARTY OF THE FIRST PART AGREES AND PROMISES TO PAY TO THE BAID PARTY OF THE SECOND PART AS LIQUIDATED DAMAGES FOR THE NON- COMPLET ION OF SAID WORK AND FOR THE DEPRIVATION ON THE PART OF THE PUBLIC OF THE SAID HENDRICKS AND MARION COUNTIES OF THE USE OF SAID ROAD FROM AND AFTER SAID, 1ST DAY OF AUGUST A. D. 1924 THE SUM OF TWENTY FIVE DOLLARS PER DAY FOR EACH AND EVERY DAY THEREAFTER THAT SAID IMPROVEMENT SHALL REMAIN UNCOMPLETED UNFINISHED AND READY FOR ACCEPTANCE BY SAID PARTY OF THE SECOND PART AND PARTY OF THE FIRST PART AGREES THAT SAID SUM OF TWENTY FIVE DOLLARS PER DAY SHALL VE DEDUCTED REOM THE CONTRACT PRICE B OF SAID IMPROVEMENT AND SHALL BE RETAINED BBY SAID PARTY OF THE SECOND PART OUT OF THE THE CONTRACT FOR SAID IMPROVEMENT FOR THE USE OF THE PUBLID OF SAID HENDRICKS COUNTY AND MARION COUNTY PROVIDED THAT SAUD FAILURE TO COMPLETE SAID IMPROVEMENT WI WITHIN THE SAID TIEM SPECIFIED FOR SUCH COMPLETIDION IS NOT CAUSED BY STRIKED OR ANY OTHER CAUSE OR CAUSES BEYOND THE CONTROLE OF THE PARTY OF THE FIRST PART OR THAT SAID TIME HAS NOT VEEN EXTENDED BY SAID BOARD OF COMMISSIONERS. IN THE EVENT THE PARTY OF THE SECOND PART DOES BRANT AN EXTENSOON OF TIMEFOR THE COMPLETION OF SAID IMPROVEMENT THE ABOVE AND FO. EGOING AGREEMENT IN RELATION TO LIQUIDATED DEMAGE SHALL APPLY AFTER THE EXPIRATION OF SUCH EXTENSION.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT THAT PARTY OF THE SECOND PART SHALL WITHOLD PAYMENT TO 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 30 DAYS OR UNTIL PROOF BE MADE OF THE PAYMENT BOR ALL LABOR MATERIALS AND SUB-CONTRACTORS CLAIMS.

THE PARTY OF THESECOND PART 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 D RECTED BY THE BOARD OF COMMISSIONERS OF HENDRICKS AND MARION COUNTY SHALL BE PAID ON MONTMLY ESTIMATES OF THE ENGINEER INCHARGE OF SAID WORK BUT NOT TO EXCEED 800 0 OF THE SAID ENGINEERS SAID ESTIMATE 20 0/0 OF THE SAID CONTRACT PRICE SHALL BE RETAINED BY THE SAID COUNTY UNTILL 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 80 AND PERFORM ALL MATTERS AND THINGS REQUIRED OF AND IMPOSED UPON HIM ACCORDING YO THE TERMS OF THIS CONTRACT OR PURSUANT TO THE PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY OF THE STATE OF INDIAN AUTHORIZINGOSAID IMPROVEMENT.

PARTIES SEVERALLY BIND THEMSELVES THEIR SUCCESSORS HEIRS 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 AND MARIONCOUNTIES ALSO SIGNED ND APPROVED THES CONTRACT THIS 1ST. DAY OF NOVEMBER A.D. 1923.

BOYER WARD AND STOWERS BY . MORTON B. WARD. PARTY OF THE FIRST PART.

-__JOHN_E__VESTAL____ALBERT_HOFEMAN ---M--4-GREGORY-----JOHN_KIILEY-----

BEE WART AGREES AND PARKETS

AN AN AND PROPERTY AND AN AND ADDRESS.

THE PROPERTY OF STREET, SATISFACE OF STREET, SATISF

HER DAY FOR EASY AND ENTRY DAY

PRESENT OFFICE AND RESTRE

THE OF THE PERSON NAMED IN

SUCTES MESH THE CONTACT HITEL

PARTY OF THE SECOND PART OF ST

OF THE PUBLIC OF SAID PERCENTS

TO COMPLETE BAIL INFROMENTAL

IN COURTE OF CAUCACI TON BE IN

E PARTY OF THE FIRST PART IS

OF COMMISSIONERS, IN THE DESIGNATION

S OF THEFTHE THE COMPLETION OF

THE RELATION TO EXCHANGE THE P

THESE THE PARTIES NEWTO THE

THE PROPERTY OF THE PERSON PARTY AS

ALTE DE TOLL PARE 437 FER KI

EINT BOR ALL LABOR WATERA & NO.

C PARTY OF THE PERSTANCE SHALL

D THE WARRANT OF THE AUGUST

F COMMITTERMENT OF MENDED

OF THE ENGINEER INCHASE OF

TO SAID ESTIMATE 25 NO CO

DATE UNTILL THE SAID KIN

HATCH OF COUNTY COMMISSIONS.

NO AND PERSONS ALL MITTERS AND

THE TERMS OF THE COTTACT OF

ASSESSED OF THE STATE OF LIGHT

1 20 THIS CONTRACT THE SHIP

TO MENTARC HET HIS HAC AN

NC21 BY CROSS THE BAILD BAILD AT

ACC. NO APPLICATION THE CAPEUT

43 ATTEMS.

SATES SAVAGES FOR THE NON-THE O

BOARD OF COMMISSIONERS OF HENDRICKS AND MARION COUNTY.

ATTEST -- ELQYD_L._WHICKER_ AUDITOR HENDRICKS COUTNY

AND THE BOARD FURTHER FIND THAT THE ENTIRE COSTS OF SAID IMPROVEMENT. INCLUDING CONTRACT PRICE EXPENSE OF VEEWERS ENGINEER SUPERINTENDENT OF CONSTRUCTION ADVERTISMENTS TRANSCRIPT PERDIEM OF BOARDS OF COMMESSIONERSATTORNEYS FEES AND ALL OTHER EXPENSE INCUR RED AND TO BE INCURRED AS PROVIDED BY LAW IS THE SUM OF 6000.00 SIX THOUSAND DOLLARS AND THAT THE TOTAL ENDEBTEDNESS OF GUILFORD TOWNSHIP IN HENDRECES COUNTY INDIANA AND OF DECATUR TOWNSHIP IN MARION COUNTY THE TOWNSHIPS BETWEEN WHICH SAI SAID HIGHWAY PROPOSED TO BE IMPROVED BY THIS PROCEEDING IS LOCATED INCLUDING ALL THE COSIS AND ESPENSE OF THIS IMPROVEMENT AND ALL BONDS HERETOFORE ISSUED FOR THE BUILDING OF RREE GRAVEL ROAD OR OF MACADAMIXED ROADS IN SAID TOWNSHIPS WILL NOT EXCEED FO FOUR PERCENT OF THE TOTAL ASSESSED ATMABLE WALUATION OF THE PROPERTY OF SAID TOWNSHIPS

AND NOW IT IS HEREBY ORDERED BY SAID BOARDS IN JOINT SESSION ASSEMBLED THAT THE BOARDS OF HENDRICKS AND MARION COUNTIES INDIANA HAVE ISSUED AND SOLD AS PROVIDED BYA LAW IN SUCH CASES TO PROVIDE FUNDS FOR THE PAYMENT OF COSTS AND ESPENSES AND CONTRACT PRICE OF THE IMPROVEMENT HEREIN IT IS ORDERED THAT BONDS BE ISSUED FOR THE TOTAL SUM OF SIX THOUSAND DOLLARS 6000.00 ONE HALF OF SAID SUM TO BE ISSUED BY HENDRICKS COUNTY INDIAN AND ONE HALF OF SAID SUM TO BE ISSUED BY M RION COUNTYINSISMS SAID BONDS TO BE ISSUED IN TWENTY EQUAL SEREES AND TO BEAR INTEREST AT THE RATE OF 4-3/4 PER CENT PER ANNUM AND PAYABLE OVER A PERIOD OF TEN YEARS FROM THE 15TH DAY OF NOVEMBER 1923 AS PRAYE FOR IN THE PETITION FILED HEREIN IT IS ORDERED THAT SAID BONDS BEAR DATE OF NOVEMBER 15TH 1923 AND NOW THE COUNTY TREASURERS OF MARION AND HENDRICKS COUNTIES RESPECTIVELY ARE CHARGED WITH THE SALE OF SAID BONDS UPON THEIR ISSUANCE.

AND SAID BOARDS DO NOW APPOINT CHAS MENDANHALL A RESIDENT OF GUILFORD TOWNSHIP HENDRICKS COUNTY INDAIAN SUPERINTENDENT OF CONSTRUCTION OF SAID IMPROVEMENT AND HE IS HEREBY DIRECTED TO QUALIFY AS PROVIDED BY LAW AND SAID BOARDS OF COMMISSIONERS NOW APPOINT GEORGE HARVEY ENGINEER OF CONSTRUCTION UPON SAID IMPROVEMENT AND HE IS HEREBY DIRECTED TO QUALIFY AS PROVIDED BY LAW!

SAID BOARDS FURTHER ORDER THAT THE AUDITOR OF HENDRICKS COUNTY INDIANA NOTIFY THE COMMISSIONERS OF MARION COUNTY INDIANA THE CONTRACT FOR THE IMPROCEMENT HEREIN PRAYE FOR HAS BEEN LET STATING THE CONTRACT PRICE FOR THE AMOUNT OF ALL COSTS DAMAGES ALLOWED

SAID AUDITOR IS HEREBY FURTHER ORDERED TO TRANSMIT A TRUE COPY OF THIS ORDER TO
THE AUDITOR OF MARION COUNTY INDIANA AND THIS CAUSE IS CONTINUED.