

December Term, 1921.

State of Indiana
Hendricks County SS:

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 aside 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 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.

December Term, 1921.

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 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 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.

January Term, 1922.

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 $\frac{2}{9}$ 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.

Come now Robert 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 now 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.

February Term, 1922.

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
Calvin Cutrell et al for the Improvement
of a Public Highway in Washington Township
Hendricks County, Indiana.

In the Commissioners Court,
February Term, 1922.

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, Chas.
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

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 Davis.

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 inspected said petition and the affidavit filed therewith, 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.

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 premises 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.

March Term, 1922.

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 #26, County Unit Project #2, and said contract price 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 agreement 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.

March 6, 1922.

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.

It is therefore ordered by the Board of Commissioners of Hendricks County, Indiana, that bonds of Hendricks County, Indiana, be issued and sold to pay the balance due on said above entitled road in the total sum of \$1,000.00; that said bonds shall bear date of May 15, 1922, and that said bonds shall run over a period of five years from their date and that they shall be in denominations of \$100.00 each and shall bear interest at the rate of $4\frac{1}{2}\%$, payable semi-annually at the office of the County Treasurer of Hendricks County, Indiana.

And the Board does now herein declare its intention to issue such bonds as hereinabove 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.

March 6, 1922.

In the Matter of the County Surveyor and
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.

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 be filed.

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 Board.

Ordered that the Board now adjourn.

Board of Commissioners Hendricks County.

April Term, 1922.

In the matter of the Petition of Wm. A. Opple
et al to improve a Public Highway of the County
line between marion County and Hendricks County.

Comes now 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 petition, 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 herein-after 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

NAME

Guilford Township, Hendricks County, Indiana.

W. A. Opple

Wm. Cale Estate, per Clarence Harris.

Joel J. Plummer

John M. O'Connor

Charles L. Wollenweber

Frank Kellum

Joseph Pollock

G. 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

Wm. Hite

A. H. Kemper

Al. Pointer

Chas. Hampton

D. mcCrory

John Caplinger

Indiana K. Gregory

Jason Hampton

Wilson Smitherman

Charles A. Clark

Amos Greeson

Richard Munday

Albert Harvey

Harry mcCrory

Andrew Jewell

Andrew Opple

Earl Duncan

D. C. Jessup

Chester Smith

Wm. A. mcCrory

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

Ida B. Plummer

DECATUR TOWNSHIP, MARION COUNTY, INDIANA.

NAME

NAME

Leander Williams

John Routon

John Clark

Frank Copeland

A. C. mendenhall

Baxter D. Park

Shurman Rhoads

Geo, P. Blank

m. Unvermatt

O. W. David

John m. Scudder

Harry K. miller

George Copeland

C. A. ~~miller~~ mills.

Arlio Scott

A. A. Phillips

John Fleener

John E. Bean

L. m. Edwards

Wm. C. Yeagee

R. G. Spencer

L. W. Parsons

C. B. Jennings

Geo. Compton

Henry Gray

I. munday

Wm. T. Park

melvin C. Underwood

J. E. Gevye

Alonzo Baker

B. F. Yeager

David Farshe

T. A. Beasley

Edwin S. mills

John monday

merrill Dorrell

Oscar Coppock

D. W. millis

Wm. Edwards

Chas. Bain

Arthur Richey

Guy P. mcAnnis

Levi Reynolds

Chas. Payk

D. m. Reynolds

L. T. Chapman

Charles Reynolds

Omar Fields

Eli Reynolds

S. I. myron

James Burk

Walter L. Fields

Levi Paddock

Ed Routon

Wm. A. Brown

E. E. mcClary

State of Indiana,

morgan County, SS:

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

Comes now Wm. A. Oppe 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, Hendricks 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. Oppe
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 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 ^{with} 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, ~~Indiana~~, Hendricks County, Indiana, on the day heretofore set out, for the purpose of considering said petition, 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 Auditor of 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~~ petition and therein, together with the proof of ~~signing~~ signing of said petition and the qualifications of the petitioners who signed said petition, and of this order.

And further proceedings herein are continued.

April Term, 1922.

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 now the petitioners in the above entitled cause and it appearing to the satisfaction of the Board of Commissioners of Hendricks County, Indiana, that a petition containing the names of more than fifty free holders and voters of 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 and place of hearing of the same was duly given by said affiant under the order and at the direction of the Auditor of Hendricks County, Indiana, by posting copies of said petition with the time and place of hearing of same endorsed 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 remonstrance 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.

Ordered that the Board now adjourn.

May Term, 1922.

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 report on 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,
November 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 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, 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, 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 seventh day of November, 1921.

Albert M. Pattison, Auditor.

OATH OF VIEWERS.

STATE OF INDIANA,

SS:

HENDRICKS COUNTY,

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 the best of our skill and ability, so help us God.

Alfred S. Lineinger

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 Honorable Board of Commissioners of Hendricks County, Indiana:

We the undersigned Viewers, who were appointed by your honorable body at your regular November 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 hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, which by metes and bounds and course and distance is as follows, to-wit: The said proposed highway to be 34 feet in width, and commences at 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,

Alfred S. Lineinger

John Hunt

George R. Harvey

Viewers.

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

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 inspection 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 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, ~~be~~ be and the same is hereby fully approved.

And the Board further finds from an examination of the reports of said viewers and engineer that said improvement prayed for by the petitioners herein, should be established.

It is therefore ordered that said improvement as prayed for be made and that the same be made in all respects as provided in said report of said viewers and engineer.

The Board further finds that the total indebtedness of Lincoln Township, in Hendricks County, Indiana, where the proposed highway is to be ~~improved~~ improved by these proceedings is located, including all costs and expenses of this improvement and bonds heretofore issued for the building of free gravel and macadam roads in said township the petition for the road and the cost of the same, will not exceed 4% of the total assessed taxable valuation of the property of said township, and said Board orders the Auditor to advertise for bids on improvements petitioned for herein as provided for by law.

May Term, 1922.

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 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 ~~surf~~ surfacing material for said improve ment
 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 Hen-
 dricks 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 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 11th day of Feb. 1922.

Albert M. Pattison, Auditor.

OATH OF VIEWERS.

STATE OF INDIANA,

HENDRICKS COUNTY,

SS:

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.

Albert M. Pattison, Auditor.

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.

We submit here-with as a part of this report the original plan, together with such 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 benefits to be derived therefrom. And we are of the opinion that said highway would be of public utility.

Respectfully submitted,

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

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

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,

Wm. D. Corried

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.

May Term, 1922.

Commissioners Court,

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, to wit:

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 construction 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.

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. Vestal

Board of Commissioners of Hendricks 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 furnished by the said J. D. Reason and Co. for the faithful performance of such contract be cancelled and set aside and held 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.

All of which is hereby ordered by the Board.

May Term, 1922.

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:

HENDRICKS COUNTY

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
Board to take the steps necessary for the improvement by grading, ditching, draining,
bridging and culverting, and graveling or paving with stone or other road paving material,
the following described public highway in 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

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.

WHEREFORE, 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	Wm. P. Hamilton
Sarah C. Chitwood	Martin Hession
Tom Feeney	Daniel Hession
Albert T. Garner	Harry H. Hopkins
Martin Fahy	John F. Dale
John R. Patterson	Sant Ennis
Edward O'Toole	Eddie Eaton
Patrick Joyce	Patsy Quinn
John J. O'Toole	Mary Quinn
W. R. Kenney	Ed. Hufnagel
Annie Lanahan	Delia Feeney
Julia Lanahan	Patrick Fahy
John K. Lanahan	Edward Fahy
N. E. Kern	Thomas Hogan
Lewis Brown	John F. Dugan
Wm. Haag	Simon Haag
J. M. Tarpey	Fred Hough
Chas. Neese	Mary M. Hough
Lena Hough	Marian Mayo
Ezra Kelp	James Mayo
John Hession	Mary Hession
E. C. Reed	Archie C. Garner
Charles R. Reed	Frank Dickey
Martin P. Duffy	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

Joe Leonard

T. J. Sandusky

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

Dersey L. Bolt

P. M. Long

Pat King

William Dugan

S. W. Coffman.

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

Board of Commissioners of Hendricks County, Indiana.

May
~~April~~ Term, 1922. - *May 10, 1922*

In the matter of the Petition of
 William 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 o'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 aforesaid 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 highway 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 involved therein continued until the 10th

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 proposed improvement, 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 order, that viewers be appointed to view said proposed improvement and for that purpose John McGreger, Senior, a resident and disinterested freeholder 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

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 ^{further} 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.

June 5, 1922.

In the matter of the Petition of Calvin Cutrell et 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 parayed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed as the time for submitting, receiving and opening any and all sealed proposals or bids for the construction of said improvement, and it now appearing to this Board, as it does now find, that the Auditor of Hendricks County, Indiana, duly gave and caused to be given and published the notice for 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

Thousand and No/100 (46,000.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 2nd day of June, 1922.

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 Cutrell Gravel Road in Washington 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 Kernodle, Peabody and Reese shall promptly enter into a contract with said Board of Commissioners for said work, and shall well and faithfully do and perform the same in all respects according to the profile, reports, plans, and specifications adopted by the Board of Commissioners and according to the time, terms, and conditions specified in said contract to be entered into, and shall promptly pay all debts incurred by 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.

Kernodle, Peabody and Reese (SEAL)
By John W. Kernodle

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

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 notarial seal, this 5th day of June, A.D. 1922.

Helen K. Harris

My commission expires Feby. 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. Seconover personally known to me, who being by me severally sworn did severally say that the said E. J. Seconover is Attorney in fact of the Federal Surety Company of Davenport, Iowa, 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 hereunto 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, Peabody 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 agreement made and entered into be and between Kernodle, Peabody and Reese 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,

Witnesseth:

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 located in Hendricks County and the said Kernodle, Peabody and Reese being declared the lowest 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 road in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the viewers and engineer for said road, now on file in the office of the Auditor of said County which said reports, specifications and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

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

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

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

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

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

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of

Commissioners of Hendricks County have also signed and approved this ~~contract~~ contract, this fifth day of June A.D., 1922.

Kernodle, Peabody and Reese
By John W. Kernodle
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.

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

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.

June Term, 1922.

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 proprietors 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, 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 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 follows, 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 bond and affidavit as provided by law and in the notice of receiving bids for said improvement.

And the Board further finds that the entire costs of said improvement including said

bid aforesaid received and the expenses incurred and to be incurred in the per diem of the engineer and superintendent in the sum of \$5000.00. That the total indebtedness 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 exemptions, will not exceed four per cent of the total value of the property of said township.

The Board further finds that the contract for said improvement should be awarded. That the bid of 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.

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:

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 & Guaranty Company of Baltimore, Md., are firmly bound unto the state of Indiana in the penal sum of Eighty three hundred and no/100 Dollars, for the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 5th day of June, 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 Herman A. Canary et al road in Lincoln township, said county and state,

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 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.

James Mahoney (SEAL)

United States Fidelity & Guaranty
Company (SEAL)

By John E. Messick
Atty-in-fact.

State of Indiana, County of Hendricks, SS:

Before me, the subscriber, Prosecuting Attorney in and for said County personally appeared 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.

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

For 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 bids 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, viz: \$4150.00 and the said party of the first part now covenants and agrees to build and construct said road in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the viewers and engineer for said road, now on file in the office of the Auditor of said County which said reports, specifications and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and

labor performed and material furnished in/ and for the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work, It is further understood and agreed that said party of the first part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

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

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

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

And said party of the first part agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant

to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 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, profile and specifications and contract herein, and he is ordered and directed, by the Board to file his bond as such superintendent in the sum of \$ _____ 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, to-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.

June 5, 1922.

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 Fur-
ther 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 re-
cord 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 improve-
ment of a Public Highway by Tax-
ation 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 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.

June 23, 1922.

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 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 \$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

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, 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 \$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 proceedings 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.

May Term, 1922.

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 board that said viewers appeared in the Auditors office in Hendricks County, Indiana, on the 10th day of November 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 oaths 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 board 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 proceedings 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,

HENDRICKS COUNTY,

SS:

Commissioners' Court,

November Term, 1920.

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

You are hereby notified that you were appointed by the Board of Commissioners of said County, at their November Term, 1920, to view a proposed highway, as follows, to-wit: Commencing at the $S\frac{1}{2}$ mile stone of Section 5, Twp. 15 N. of R. 2 E., in the Rockville Road; and extending thence North on the center line of said section for one mile to the $N\frac{1}{2}$ 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 Road, 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 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 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 fourth day of November, 1920.

Chas. A. White, Auditor.

OATH OF VIEWERS.

STATE OF INDIANA, HENDRICKS COUNTY, SS:

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

Ellison Arbuckle

C. A. Hensen

J. P. Johnson

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

Chas. A. White, Auditor.

ROAD VIEWERS' REPORT.

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

We, the undersigned Viewers, who were appointed by your honorable body at your regular 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 hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, which by metes and bounds and course and distance is as follows, to-wit: The said proposed highway to be 34 feet in width, and commences at the $S\frac{1}{2}$ 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 $N\frac{1}{2}$ 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

Ellison Arbuckle.

Supplemental Report of Viewers.

TO THE HONORABLE BOARD OF COMMISSIONERS:

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 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,

C. A. Hensen

Geo. R. Harvey, Engineer

Ellison Arbuckle

Viewers.

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

Albert M. Pattison

Auditor Hendricks County.

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

And further proceedings are now continued until further order of the board.

June Term, 1922.

In the matter of the petition of
 Charles Miller et 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 prayed for in the petition in the above entitled cause, and this being the day and hour heretofore duly fixed as the time for submitting, receiving and opening any and all sealed proposals for 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 day of 1922, and the third and last of which publications was on the day of 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 day of 1922, to-wit: on the day of 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 for 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 \$8,989.00; and the Board further finds that said Kernodle, Peabody 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 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 Thirty Two thousand Seven Hundred and No/100 (\$32,700.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 2nd day of June, 1922.

THE BONDITONS OF THE ABOVE OBLIATION are such, that, whereas, the Board of Commissioners of Hendricks County, Indiana, is about to let a contract for the construction of the Miller Gravel Road, Washington Township, Hendricks County, Indiana.

And whereas, the above named Kernodle, Peabody and Reese have filed a bid for said work with the Auditor of the County: Now, therefore, if the said Board of Commissioners shall award them the contract for said work, and the said Kernodle, Peabody and Reese shall promptly enter into a contract with said Board of Commissioners for said work and shall well and faithfully do and perform the same in all respects according to the profile, reports, plans and specifications adopted by the Board of Commissioners and according to the time, terms and conditions specified in said contract to be entered into, and shall promptly pay all debts incurred by 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~~ 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.

Kernodle, Peabody and Reese (SEAL)

By John W. Kernodle

Federal Surety Company (SEAL)

By E. J. Sceenover

Atty-in-fact

State of Indiana, Hendricks County, SS:

Before me, Helen K. Harris, 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 Notarial seal, this 5th day of June, A.D., 1922.

Helen K. Harris

My commission expires Feby., 2, 1925.

State of Indiana,
County of Marion, SS:

On this 2nd day of June A.D., 1922, before me, a Notary Public in and for said County, personally appeared E. J. Sceenover, personally known to me, who being by me severally sworn did severally say that the said E. J. Sceenover is Attorney in fact of

the Federal Sunety Company of Davenport, Iowa, 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 hereunto 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 of Hendricks County.

And now said Board enters into a written contract with said Kernodle, Peabody 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 Charles Miller et al Road, Washington Township.

This agreement made and entered into by and between Kernodle, Peabody and Reese 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,

Witnesseth:

That on the 5th day of June A.D., 1922, the said Board of Commissioners received bids for the construction of the Charles Miller et al road the same being located in Hendricks County and the said Kernodle, Peabody and Reese being declared the lowest and best responsible bidders, 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: \$8989.00 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 report, specifications and profile are hereby referred to and made a part of this contract the same as if herein fully set out and written.

And the party of the first part further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims for work and labor performed and material furnished in and for the construction of said work, whether

the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is further understood and agreed that said party of the first part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the first part further agrees to construct and build said improvement and have the same completed on or before the 1st day of December, A.D., 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 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., 1922, the sum of twenty-five dollars (\$25.00) per day for each and every day thereafter that said improvement shall remain uncompleted, unfinished and not ready for acceptance by said party of the second part and said party of the first part agrees that said sum of twenty-five dollars (\$25.00) per day shall be deducted from the contract price of said improvement and shall be retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the first part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

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

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

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

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 5th day of June, A.D., 1922.

Kernodle, Peabody and Reese

Party of the First Part

By John W. Kernodle

J. B. Brickert

John E. Vestal

M. A. Gregory

Board 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 now the Board appoints Charles Miller, 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 \$10,000.00.

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 \$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. 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 \$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.

July 28, 1922.

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:

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

16 Headwalls at \$5.00 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 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.

July 28, 1922.

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 front 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.

July 28, 1922.

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 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:

40'x15" Armco at 1.31	\$52.40
84'x12" Armco at 1.08	90.70
Laying 134' Armco 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 2.19	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 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.

July 28, 1922.

SUPPLEMENTAL CONTRACT.

In the matter of the Constbuction 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 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:

Reflooring Bridge and extending hdw'l sta. 7 plus 20	
100 yards at 12.50	\$125.00
118'x12" $\frac{3}{4}$ Armco at 1.08	127.44
24'x10" $\frac{3}{4}$ Armco at .92	22.08
Laying 142' above at 12.5 cents per ft.	17.75
16 Headwalls at 5.00	80.00
Haul culverts at 5.00	5.00
Difference on 600' 5" $\frac{1}{2}$ & 8" $\frac{1}{2}$ Tile	10.00
1 car or 1000' 12" $\frac{1}{2}$ 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 receive 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 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 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.

...) July Term 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 without any special record being made thereof in each and all of such proceedings, all of which is hereby ordered by the Board.

Ordered that the Board now adjourn.

Board of Commissioners of Hendricks County, Indiana.

August Term, 1922.

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 names 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 Danville 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 indorsed 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 indorsed thereon, was duly posted by said affiant at the door of the court house at Danville, Indiana, for more than fifteen Days before

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 gravel 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.

August Term, 1922.

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 Auditor 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.

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.

September Term, 1922.

In the Matter of the
Chas. E. Wilson et al Road.

Comes now O. 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 O. 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.

O. 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 O.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 O.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.

September Term, 1922.

STATE OF INDIANA,
HENDRICKS COUNTY, SS:

In the matter of the Petition of

W. B. Graham et al For the Improvement

of a public Highway in Lincoln Township,

Hendricks County, Indiana.

In the Commissioners Court

September Term, 1922.

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 Geo. R. Harvey was by the Board of Commissioners appointed County Surveyor of said Hendricks County on to-wit: the 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.

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.

THE STATE OF INDIANA,

HENDRICKS COUNTY, SS:

Commissioners Court,

June Term, 1922.

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 a quarter of a mile; thence east one-half mile to the intersection of said road with an improved highway running north to Brownsburg.

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 Saturday 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.

Chas. A. White, Auditor.

STATE OF INDIANA, HENDRICKS CO) OATH OF VIEWERS.

We, Edward Blair, John Weir and J. P. Johnson do solemnly swear that we will Faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

E. E. Blair

John Weir

J. P. Johnson

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

Chas. A. White, Auditor.

ROAD VIEWERS' REPORT.

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

We, the undersigned viewers, who were appointed by your honorable body at your regular June Term, 1920, to view a proposed highway, as petitioned for by W. B. Graham et al, have discharged the duty assigned us, and submit to you the following report, to-wit:

We met as directed in the order hereunto attached and made a part hereof, and after being duly qualified as appears therein, proceeded to view such proposed highway in the manner as by law prescribed, which by metes and bounds and course and distance is as follows, to-wit: The said proposed highway to be 34 Feet in width, and commences at the west half mile stone section 21, township 16 north of range 1 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

John Wear

Viewers

Geo. R. Harvey, Co. Engineer

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 Figures as Follows, to-wit:

SUPPLEMENTAL REPORT OF VIEWERS.

TO THE HONORABLE BOARD OF COMMISSIONERS:

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

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.

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 regular 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.

September 29, 1922.

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, 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 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 29th day of September, ~~1922~~ 1922, to-wit: on the 15th day of September, 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 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 ourselves 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.

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 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.

James Mahoney (Seal)

United States Fidelity & Guaranty Company (seal)

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

State of Indiana, County of Hendricks, SS:

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.

Attest: Albert M. Pattison

Auditor

And now said Board enters into a written contract with said James Mahoney For the Construction of said improvement, which contract is in the following words and Figures, to-wit:

CONTRACT.

For the construction of the Charles E. Wilson et al road.

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,

Witnesseth:

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.

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 use of said road from and after 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 after the expiration of such extension.

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

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

The party of the second part hereby agrees that the party of the First part shall be paid the said contract price as above set out upon the warrant of the Auditor of Hendricks County shall be paid on monthly estimates of the 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~~ agrees to do and perform all matters and things required of and imposed upon him, according to the terms of this contract or pursuant to the provisions of the act of the General Assembly of the State of Indiana authorizing said improvement.

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

IN WITNESS WHEREOF, the said party of the First part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 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 Township, 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.

September 29, 1922.

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 affidavit 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 aforesaid 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.

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 hereinafter 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 Hendricks 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)

United States Fidelity & Guaranty Co. (seal)

By John E. Messick, Atty-in-Fact

State of Indiana, County of Hendricks, SS:

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

WITNESS, my hand and 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.

Attest:

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:

CONTRACT.

For the construction of the W. B. Graham et al Road in Lincoln Township, Contract Price \$19,880.00

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,

Witnesseth:

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 now covenants and agrees to build and construct said road in all respects in accordance with and conformable to the specifications, reports, plans and profile contained in the report of the viewers and engineer For said road, now on file in the office of the Auditor of said county which said reports, specifications and profile are hereby referred to and made a part of this contract the same as if herein Fully set out and written.

And the party of the First part Further undertakes and agrees that in the prosecution of said work he will use all proper skill and care and will pay all claims For work and labor performed and material furnished in and For the construction of said work, whether the said work and labor is performed or material is furnished to said contractor or agent or superintendent in charge of said work. It is Further understood and agreed that said

party of the First part will not and can not sell or assign this contract or sub-let the work to any person or persons, except by the consent of said Board of Commissioners.

The party of the First part Further agrees to construct and build said improvement and have the same completed on or before the 1st day of 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 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 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 retained by said party of the second part out of the contract price for said improvement for the use of the public of said Hendricks County, provided that said failure to complete said improvement within the said time specified for such completion is not caused by strikes or any other cause or causes beyond the control of said party of the First part or that said time has not been extended by said Board of Commissioners. In the event the party of the second part does grant an extension of time for the completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

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

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

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

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

IN WITNESS WHEREOF, the said party of the First part has hereunto set his hand and

seal,-the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 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.

Attest: Albert M. Pattison,

Auditor of Hendricks County.

And it is Hereby ordered 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 Hendricks 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 *Everett Doyle* accepts said appointment and files his bond conditioned as required by law with *William McCarthy* as 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 cost of improvement 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.

October Term.

SUPPLEMENTAL CONTRACT.

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

This supplemental contract and agreement made and entered into this second day of October, 1922, by and between William F. Kearns et-al of Hendricks County, 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: 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 acres of 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 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 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 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 2nd day of October 1922. William F. Kearns et-al, Party of First Part

Attest: Albert M. Patterson
Auditor.

John E. Vestal, M. A. Gregory,
Board of Commissioners Hendricks County.

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 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.

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 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.

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 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.

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

January 1, 1923.

In the Matter of the Petition of
J. D. Airhart et al For the Improvement
of a Public Highway in Brown Township.

Come now the petitioners herein and present a petition asking the board
For a change in the specifications, heretofore made herein, and asking that the
said specifications be changed From rock to gravel, which petition is in
the Following words and figures, to wit:

State of Indiana
Hendricks County

In the Commissioners Court,

-----1923.

In the matter of the Petition of
J. H. Airhart et al For the Improvement of
a public highway in Brown Township, Hendricks County
Indiana.

To the Commissioners of Hendricks County, Indiana:-

We, the undersigned, represent and say that we constitute a majority 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 effect for
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 said road improved with
gravel from local sources that will be suitable for road building; that the reason
for said change is that there is 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

Alenzo G. Gardner.

E. E. Mavel.

P. B. Herring.

Oris De. Long.

James Dugan.

R. T. Richwine.

Margaret Mc. Daniel.

Wilbur Fowder.

J. P. Fowder.

R. F. Herring.

Joe Leonadd.

H. S. Barlow.

B. E. Arbuckle.

E. F. Nash.

B. E. Weddle.

T. J. Nash.

Grant Arbuckle.

Martin Fahy.

Edward Fahy. Everett T. Hopkins.

Charles A. Sullivan.

Everett T. Hopkins.

C. O. Coffman.

D. E. Scott.

Chas. C. Gardner.

V. H. Free.

John Maloney.

M. J. Collins.

Thomas Hogan.

Clark Gossett.

Fred Herdrich.

John Herdrich.

John Shaklin.

Chas H. Jordan.

Chas. Pennington.

Albert Batz.

William Wright.

Frank Marvel.

J. C. Johnson.

J. T. Everett.

And the Board, having inspected said petition, Finds that the same is signed by a majority of the original 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 void, as the Board does not Find. And the Board does now in all things cancel 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 referred 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.

January Term, 1923

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 cause and it appears to the satisfaction of the Board of Commissioners of Hendricks County Indiana. that a petition containing the names of more than Fifty Freeholders and voters of Clay township, Hendricks County, Indiana, was filed in the office of the Auditor of Hendricks County, on the 4th day of December 1922, as shown by endorsement thereon By Albert M. Pattison Auditor of Hendricks County, State of Indiana, which endorsement is in words and figures as follows to wit: (H.I.)

And said Petition now comes before the board and said Petitioners produce and file the affidavit of Julian Hogate Editor and publisher of the Republican, a weekly newspaper of general circulation through 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 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 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 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 first day of January 1923 the day fixed for endorsement 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 matterspertaining 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 mattersare to be taken as continuedor Further time is hereby given without any special record being made thereof in each and all of such proceediings, all of whichis hereby ordered by theboard 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) SS:

IN THE COMMISSIONERS' COURT.

-----1923.

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

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 conatruct a Free,

January Term, 1923

gravel, macadamized, 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 Baptist Church property near the north line of said section 4; thence east a few feet to the North Salem and Ladoga road; thence southeast on the North Salem and Ladoga road to the east line of Broadway Street in the town of North Salem; thence south on Broadway Street in the town of North Salem to the south line of Vine Street in said town of North Salem; thence 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 road proposed to be improved, extends over, upon and along a public highway now established and all of said highway proposed to be improved being located and situated in 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 miles in length, to-wit; One mile, connecting at the beginning as above described with an 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 Eel River township, Hendricks County, Indiana.

Your petitioners further respectfully show that the portion of said highway asked to be improved, has located upon it three churches, a grade school and the high school building for said Eel River township, and a number of residences and business 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, macadam, 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 provide for the improvements therein asked for and to provide for the costs thereof. (See names below)

And now the Board appoints as viewers John Bundy and David Ritzel two ^{respectable} Freeholders and legal voters 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. Fleece

A. P. Fishback

F. J. Sellers

Willa Whitenack

J. E. Hadley

George W. Monnigers

O. B. Lockhart

Allen Larmer

August Anderson

Cecil Page

E. M. Murphy

Irma S. Robbins

G. B. Davis

Chas. Robbins

Jacob Lockhart

Ella Davis

O. M. Waters

Elbert Hayes

J. M. Smith

W. J. Pace

B. F. Waters

G. W. Robertson

A. B. Huckstep

John F. Fenner

R. F. Hunt

A. R. Ford

W. H. Robbins

W. C. Dickey

J. M. Owen

W. Gray

Thos. G. Drhham

R. L. Proffett

T. T. Plasters

O. W. Trotter

Birdie Gill

U. L. Williams

Matilda M. Smith

James H. Fiscus

Isaac Huffman

Lon C. Davis

W. F. Robbins

C. C. Reed

Bettie Kelso

J. W. Ferguson

Otis R Coons

H. C. Gibson

Robert Lister

Herburt S. Adams

Samuel W. Wray

S. H. Sheets

John E. Powell

E. F. Duckworth

W. N. Runim

Frank Boydes

Howard Sheets

Zack Ragan

January Term, 1923

W. J. Hadley	Clarence Marpew	J. W. Lackey
R. F. Dean	Emily Marpew	George Russell
Jacob Robbins	Brewer Kersey	George F. Oumy
Samuel BarBer	Ina Kersey	A. M. Routh
A. M. Thompson	Jim W. Buckingham	W. G. Duckworth
Mrs. J. C. Thompson	Marey E. Robbins	E. T. RATLIFF
Eva Morton Wisheart	O. H. WiseHeart	E. Shirley
G. G. Souder	Mrs. C. M. Trotter	Mart Mahoney
Mr. Carrie Souder	Mary F. Adams	Dan Mahoney
Jas. W. Trotter	Lettie Hicks	Thos, C. Davis
G. N. Smythe	Chas. Hicks	L H. Kyover
Sam Elder	Arthur S. Mellinger	Mrs. J. O. Adams
J. H. Alexander	E. L. Hunt	J. O. Hadley
C. O. Soots	E. M. Right	Mrs J. E. Hadley
Merle Soots	BarT Robbins	John F. Gardon
J. B. Bowen	Grace H. Duckworth	Ollie Mahan
Asa Page	E. B. Ellington	Daisy D. Warring
C. C. Clay	Lillia smith	C. J. Dawson
Ernest Hicks	Ernesr Williams	Gray Wilson
Grant Spears	C. W. Davis	Frank GarDon
Aida Spears	Eva M. Davis	S. R. Rayl
O. M. Walker	M. C Harper	Laura J. West
B. F. Davis	CHas. W. Keating	John N Russell
C. H. Trotter	G. D. Duncan	H. F ADAMS
Mae Trotter	LelaH B. Duncan	Mary Fiscus
Samuel T. Biddell	Della BooKer	Ed MaHoney
Samuel Hicks	Jane Adams	S. D. NolanD
J. D. Wisheart	Annie Bryant	W. T. Dodds
Mrs. B. F. Davis	Tom MaRTin	OrpHeus Carl
RoBeRt Mattox	Mellio Martin	W. C. Oakley
Nettie Mattox	Jess Kersey	Fred RadFord
Hilary SHamler	Dasy Kersey	Oscar Wood
G. T. Hadley	Gertie BloyDar	Mrs. E M WrigEt
W. L. Smith	DelBert E. Williams	J F Morphen
May Smith	Logan R. Owens	Mrs Harry Dean
Elbridge M. Shawler	Ben NeFF	J O Adams
E. O. SMith	V. C. Osborne	Minnie M. Dickey
Almadara Smith		

January Term, 1923. and February Term 1923.

HannaH D. Booker

Geo. E. Wendling

Chas. M. Trotter

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.

March Term.

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 Proceeedings.

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.

April Term, 1923.

In the Matter of the
Grant Hornaday et al Road.

Whereas it appears to the Board of Commissioners of Hendricks County, Indiana, 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 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.

Danville, Ind., March 29, 1923.

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 Hornaday et al Road under the County Unit Road Law.

Robt. H. King

Witness:- Carey W. Gaston

April Term 1923.

In the Matter of the
H. C. Jordan et al Road in
Eel River Township, Hendricks County, Indiana.

Come now Cyrus Nicholson and A. F. Bartholomew 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~~ ~~same 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.

April Term 1923.

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 spread 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,)

SS:

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 Northwest quarter of the Northwest 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-

April Term 1923.

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 solemnly swear that we will faithfully and impartially discharge the duties assigned us as viewers on the within described proposed highway to the best of our skill and ability, so help us God.

A. 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 NW¹/₄ 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.

April Term 1923.

Respectfully submitted,

A. F. Bartholomew)
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.

RIGHT OF WAY

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 trespasser.

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 Engineer, 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.

April Term 1923.

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 mixture 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, ^{and} 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 Cement 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.

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 less 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 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 requirements as to size, and shall be free from dirt and other foreign substance.

Passing 2" Screen	100 per cent
Retained $\frac{1}{4}$ " ..	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, $4\frac{1}{2}$ feet

April Term 1923.

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 sub-grade. 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 alignment 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 until 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 separated on the job. The mix for class "A" Concrete is 1-2-4 or in case bar run gravel is permitted 1-4. For Cl "B" the mix is 1-2½-5 or 1-5 and for Cl "D" 1-1½-1½ 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.

April Term 1923.

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 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,

A. F. Bartholomew

Cyrus Nicholson

Geo. R. Harvey

Viewers.

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

Floyd L. 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.

And further proceedings herein are continued.

April Term 1923.

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 taxable property in either of said townships affected by said proposed improvements.

It further appears that ^{Jesse Paul Johnson} ~~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 taxable property in either of the Townships affected by said improvement.

It 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 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, 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

April Term 1923.

same to be held at the office of the Auditor of Hendricks County, at Danville, 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.

O. J. Skelton

R. R. Buice

W. H. Davis

Board of Commissioners of Putnam Co.

John E. Vestal

M. A. Gregory

L. A. Haynes

Board of Commissioners of Hendricks County.

Attest:

Auditor of Hendricks County, Indiana.

Special Session, April 27, 1923

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 o'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

Special Session, April 27, 1923.

that said report is accompanied 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.

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 report.

It is further ordered by the Boards in joint session that the costs and expenses incident to said improvement be borne one half by Bel 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 joint 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.

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.

Special Session, April 27, 1923.

ORDER TO VIEW ROAD

The State of Indiana)

Hendricks County } ss:

Commissioner's Court

April Term, 1923.

To, George R. Harvey, John W. Figg 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 Roachdale free gravel road.

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 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.

OATH OF VIEWERS

State of Indiana, Hendricks County, ss:

We, George R. Harvey, John W. Figg and Charles A. Edwards 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.

George R. Harvey

John W. Figg

Charles A. Edwards

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

Floyd L. Whicker, Auditor of
Hendricks County.

Special Session, April 27, 1923.

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 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 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,

Geo. R. Harvey)

John W. Figg)

Charles A. Edwards)

Viewers

(Filed April 9, 1923.)

Special Session, April 27, 1923.

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, 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

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 entitled 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

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

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

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

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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 General Assembly of the State of Indiana, authorizing said improvement.

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 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 finally found, ordered and adjudged by the Board on this 27th day of April, 1923.

And now the Board appoints H.C. Jordan, 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 per diem 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-

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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 4 $\frac{3}{4}$ % 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 Commissioners 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 this 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 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, 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 engineers and viewers, heretofore filed in this proceeding could be found, and the time and place of the filing and presenting of any 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 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 the time and place of the filing and 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 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 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 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 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 in said 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.

June Term 1923.

IN THE MATTER OF THE
 PETITION OF JOHN N. RUSSELL, et.al.
 FOR THE IMPROVEMENT OF A PUBLIC HIGHWAY
 ON THE COUNTY LINE BETWEEN THE COUNTIES 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 endorsed 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 petitioners 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 published in the city of Greencastle, Indiana, which said affidavit is in the words 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. Arnold Editor + Publisher of the Herald 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.).

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 more 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 the words and figures as follows, to-wit: (H. I.).

And now the hour of 10 o'clock of the seventh day of June, 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 board now find upon examination that but one bidder 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:

BOND.

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 unto 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 et al road on the county line between the counties of Hendricks and Putnam 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 the Board of Commissioners, and according to the time, terms, and conditions specified in said contract to be entered into and shall promptly pay all debts incurred by him in the prosecution of said work, including labor, materials furnished, and for boarding the laborers thereon, then this obligation shall be void, otherwise to remain in full force, virtue and effect.

United States Fidelity & Guaranty Company

James Mahoney

By John E. Messick

Atty-In-Fact.

State of Indiana, County of Hendricks, SS:

Before me, John T. Hume, the subscriber, Prosecuting Attorney in and for said County personally appeared John E. Messick, attorney in fact 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.

Attest

Auditor Hendricks County.

John E. Vistal

W. A. Gregory

H. A. Haynes

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:

CONTRACT.

For the construction of the John 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 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 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 completion of said improvement, the above and foregoing agreement in relation to liquidated damages shall apply after the expiration of such extension.

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

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

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

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 7th. day of June, 1923.

D. J. Skelton

R. R. Buis

W. E. Davis

Board Com. Putnam County.

James Mahoney

Party of the First Part

John E. Vestal

M. A. Gregory

F. A. Haynes

Board of Commissioners Hendricks Co.

ATTEST: Floyd L. Whicker.

Auditor Hendricks County.

And the Board further find that the entire cost of said improvement, including contract price, expenses, of viewers, engineers, superintendent 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

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

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 $4\frac{1}{2}$ 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 contract price and the amount of all costs, damages allowed, and expenses of every kind and nature necessary to complete said improvement, 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.

State of Indiana,)
 Hendricks County,) SS,

In the matter of the petition of
 JOHN N. RUSSELL et al, for the improve-
 ment of a public highway on the county
 line between Hendricks and Putnam Counties.

TO THE BOARD OF COMMISSIONERS OF PUTNAM COUNTY.

GENTLEMEN; You and each of you are hereby notified that in the foregoing entitled cause, now pending in the Commissioners' Court of Hendricks County, Indiana, upon petition of John N. Russell et al 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~~^{7th} 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 kind necessary to complete such improvement, including costs of engineer and viewers, publication of notices, help of engineer and viewers in surveying, superintendent of construction, and the fees and charges of 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 one-half 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 mature 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 $4\frac{1}{2}$ per cent per annum.

When said bonds shall have been so issued and sold, the proceeds 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.

June Term 1923.

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 superintendant.

July Term, 1923.

IN THE MATTER OF THE PETITION OF
J. H. AIRHART ET AL FOR THE IMPROVEMENT OF
A PUBLIC HIGHWAY IN BROWN TOWNSHIP.

Comen now 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 surfacing material can be substituted for that originally specified of 500 and* 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 reviewers and dngineer 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 office of Hendricks County, Indiana, praying for the location, vacation and change of a certain ^{public} 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,)	COMMISSIONERS COURT,
) SS:	
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 the immediate 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 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 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, to-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, Helen J. Vaughn, Cyrus H. Masten, Laura Masten, Andrew M. Roberts, Mary Bundy and John Bundy.

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

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

And comes now Clifford 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 next 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, 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 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 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, to-wit:

Beginning at the end of the public highway running north and south 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 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 over, 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, on the 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, Indiana.

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 sworn, says that he posted up three notices, of which the attached is a true copy, in three public places within the Townships 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.

Clifford L. Hadley

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

Floyd L. Whicker

Auditor Hendricks County.

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

And now on this 4th day of June, 1923, the Board finds that the law has been complied with 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

and changed.

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 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, and 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 Hollingsworth, Charles Clay and George R. Harvey, three disinterested freeholders of the County to view said highway and report on the public utility of such proposed location, vacation and change of said highway.

IN THE MATTER 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 heretofore appointed in the above entitled matter and meet as directed by 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 4th day of June, 1923, and is in the following words and figures to-wit:

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

ORDER TO VIEW ROAD.

THE STATE OF INDIANA,)
HENDRICKS COUNTY,) SS;

COMMISSIONERS' COURT,
JUNE TERM 1923

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

You are hereby notified that you were appointed by the Board 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 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 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 highway ~~asked to be vacated~~, your petitioners ask that said highway be changed and relocated on the following described route, to-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 to 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. 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 Auditor of Hendricks, County Who resides in Danville, Hendricks County, Indiana. on Wednesday the 13th day of June 1923 at 9 o'clock A. M. and after being duly qualified proceed to make said views, 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 4th day of June 1923

Floyd L. Whicker, AUDITOR

OATH OF VIEWERS.

STATE OF INDIANA HENDRICKS COUNTY, SS:

We, Charles Clay, John Hellingwerth & 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.

John T. Hellingwerth.

Charles. C. Clay.

George R. Harvey.

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

Floyd L. Whicker,
Auditor.

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

VIEWERS REPORT

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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 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 centre south of said Section; 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 east.

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 thence 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.

John T. Hellingswerth.)

Charles C. Clay.)

George R. Harvey.)

Viewers.

Entry for July 28th, 1923.

In the matter of the petition of
J. H. Airhart et al for construction
of a free gravel 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 con-
struction of the above entitled improvement, and asking that the said contract be can-
celled 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 in-
formed 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 construct-
ion 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 ex-
cessively high and that it would be to the best interest of the taxpayers of Brown Town-
ship; 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 Hendricks 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 im-
provement, 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 day of 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 & Weintraut	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 bid of William McCarthy for the sum of \$30,800.00 is the lowest 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, payable 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:

BID.

Danville 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 newspapers of general circu-

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 Stone 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 Submitted,

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 presents, 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 ~~County~~ 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 perform the same in all respects according to the profile, reports, plans, and specifications adopted by the Board of Commissioners and according to the time, terms and conditions specified in said contract to be entered into, and shall promptly pay all debts incurred by 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

By E. J. Scoonover
Attorney-in-fact.

STATE OF INDIANA)
) SS:
 COUNTY OF MARION

On this 26th. day of July A. D. 1923, before me, a Notary Public in and for said County, personally appeared E. J. Scoonover personally known to me, who being by me severally sworn did severally say that the said E. J. Scoonover is Attorney in fact of the Federal Surety Company of Davenport, Iowa, 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~~ voluntarily 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.

Emo A. Ford
 Notary Public.

STATE OF INDIANA, BOON 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 Notarial seal, this 26th. day of July, A. D. 1923.

My commission expires October 6th, 1924.

Geldie Patterson
 Notary Public

Accepted and approved July 26th, 1923.

John E. Vestal

M. A. Gregory

F. A. Haynes

Board of Commissioners Hendricks County.

ATTEST: Floyd L. Whicker Auditor Hendricks County.

And this Board now accepts said written proposal of William McCarthy for the construction of said improvement, and now accepts and approves said bond, and now awards 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 et al Road, which contract is now executed and is in the following words and figures, to wit:

CONTRACT.

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

This agreement made and entered into by and between Wm, McCarthie 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,

WITNESSETH:

That on the 28th day of July A. D. 1923, the said Board of Commissioners received ~~this~~ bids for the construction of the J. 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 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 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 ready 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. D. 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 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 Commissioners.

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

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year hereinafter mentioned, and IN WITNESS WHEREOF, the said Board of Commissioners of Hendricks County have also signed and approved this contract, this 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 *James Beck*, 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, Indiana.

And the Board finds that the total cost of said improvement, including the amount of said contract price, preliminary expenses, attorney's fees for petitioners' 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 construction 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 vote of the Board of Commissioners of Hendricks County, Indiana, to wit:

BOND ORDINANCE

AN ORDINANCE providing for the issue and sale of bonds to pay for the construction of the J. 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 connection 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 shall 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 ordaindd that said bonds shall run over a period of ^{ten} 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.

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 ~~now~~ now 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.

June 10, 1922 1923

IN THE MATTER OF THE PETITION OF WM. A. OPPLER 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 impos-
sible to file their report herein on the 10th day of June 1922, and ask the Boards
to extend the time of filing of their report herein until the day of August 1923. And
the boards being duly advised in the premises does now extend the time of filing the re-
port 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. OPPLER, 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, Hendricks 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 the said 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 con-
sidering the report of the engineer and viewers 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 imp.*

Which notice 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 macadamizing 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 improved 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

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 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 taxpayers of Guilford township, Hendricks County, Indiana, and all resident taxpayers of Decatur township, Marion County, Indiana, are hereby notified that any remonstrances 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 certified 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.

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

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 C. 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.

October term 1923

IN THE MATTER OF THE PETITION OF
WILLIAM A. OPPLER, 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 supplemental report of the engineer and viewers, which report was filed in the office of the Auditor of Hendricks County, on the 5th, day of October 1923, and which is as follows, to-wit: (H.I.)

SUPPLEMENTAL REPORT OF VIEWERS.

TO THE HONORABLE BOARD OF COMMISSIONERS:

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

John McGregor

George R. Harvey

Viewers

Subscribed and sworn to before me this the 5th, day of October, 1923.

Floyd L. Whicker

Auditor Hendricks County.

And said Boards further find that no resident tax payer in either Decatur Township, Marion County, or Guilford 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

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

John McGregor

George R. Harvey

Subscribed and sworn to before me, this 15th, day of May, 1922.

Fee for affidavit, -----cents.

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 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

John McGregor

George R. Harvey

Viewers.

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

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 convenience 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 thereo

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 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 record kept for that purpose in the Auditors office of said Hendricks County, Indiana, and that a duly certigied cpo y of this proceeding be sent by the Auditor of Hendricks County, Indiana, to the Auditor of Marion County, Indiana, to be by said Auditor of Marion County, Indiana, recorded in a like record in said Marion County.

And it further appearing to the satisfaction of said Boards in joint session 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

Commissioners of Hendricks County,

Albert Hoffman

Harry D. Tutewiler

John Kitley

Commissioners of Marion County,

Additional Entry for April 27, 1923

IN THE MATTER OF THE PETITION OF
JOHN N. RUSSELL, et al, FOR THE
IMPROVEMENT OF A COUNTY LINE HIGHWAY.

And now on this 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 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, 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 engineers and viewers, heretofore filed in this proceeding could be found, and the time and place of the filing and presenting of any 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 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 the time and place of the filing and 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 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 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 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, 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 in said 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.

OCTOBER TERM, OCTOBER 1 - 1923.

STATE OF INDIANA)
) ss.
 COUNTY OF HENDRICKS)

COMMISSIONERS' COURT.

AUGUST TERM, 1923.

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

The undersigned resident freeholders of Guilford Township, Hendricks County, Indiana, six of whom reside in the immediate neighborhood of the Highway proposed to be vacated, and described below, respectfully petition you to vacate the Highway, "known as the Cox-Prewitt Road, from the East line of the Mooresville and Plainfield Gravel Road, thence East along over and upon 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 connects 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. Prewitt
 Wm. Randolph Cox.
 A. M. Haines
 I. J. Atkinson
 L. F. Stanley
 D. D. White
 Emil Demills
 Emmett Bly

Names.

B. W. Anderson
 George E. Mercer
 John F. Hollingsworth
 John Hall
 Stewart E. Fletcher
 Perry R. Tulley

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.

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

Mooreville and Plainfield road with what is known as the E. H. Morgan road, in Guilford 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 8TH, 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.

NOVEMBER 5, 1923.

IN THE MATTER OF
IN THE MATTER OF
THE PETITION OF
JOSEPH E. PREWITT
ET AL FOR THE
VACATION OF A
HIGHWAY IN GUILFORD
TOWNSHIP HENDRICKS
COUNTY INDIANA.

COMES NOW CLAUDE B. HOLLETT D. L. BOLT AND GEORGE R. HARVEY
H. R. TOFORE APPOINTED BY THE BOARD TO VIEW A CERTAIN HIGHWAY PROPOSED TO BE VACATED
IN GUILFORD TOWNSHIP HENDRICKS COUNTY, INDIANA AND FILES AND PRESENTS TO THE BOARD
THEIR REPORT HEREIN, WHICH SAID REPORT IS IN WORDS AND FIGURES FOLLOWING TO WIT:—

ORDER TO VIEW ROAD

STATE OF INDIANA)

COMMISSIONERS COURT

HENDRICKS COUNTY) SS:

OCTOBER TERM 1923

TO CLAUDE B. HOLLETT D. L. BOLT AND GEORGE R. HARVEY

YOU ARE HEREBY NOTIFIED THAT YOU WERE APPOINTED BY THE BOARD OF COMMISSIONERS
OF SAID COUNTY AT THEIR OCTOBER TERM 1923 TO VIEW A PROPOSED VACATION OF HIGHWAY AS FOLLOWS
TO WIT:— SAID ROAD BEING IN THE NORTH EAST QUARTER OF SECTION FOURTEEN (14) TOWNSHIP
(14) NORTH RANGE (14) EAST AND CONNECTING THE MOORESVILLE AND PLAINFIELD ROAD WITH
WHAT IS KNOWN AS THE E. H. MORGAN ROAD IN GUILFORD TOWNSHIP, IN HENDRICKS COUNTY.
INDIANA. AND IF SAID PROPOSED VACATION OF HIGHWAY WILL BE OF PUBLIC UTILITY,

YOU WILL MEET AT THE OFFICE OF COUNTY AUDITOR WHO RESIDES IN DANVILLE INDIANA.
ON MONDAY THE 8th DAY OF OCTOBER 1923 AT 9 O'CLOCK A. M. AND AFTER BEING DULY QUALIFIED
PROCEED TO MAKE SAID VIEW AND REPORT AT THE NEXT REGULAR TERM OF SAID BOARD.

I CERTIFY THE FOREGOING TO BE A TRUE COPY OF THE ORDER OF THE BOARD IN RELATION
TO SAID PROPOSED HIGHWAY. WITNESS MY HAND AND OFFICIAL SEAL, THIS 1st DAY OF OCTOBER
1923

FLOYD L. WHICKER AUDITOR.

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 IMPARTIALLY DISCHARGE THE DUTIES ASSIGNED US AS VIEWERS ON THE WITHIN
DESCRIBED HIGHWAY TO THE BEST OF OUR SKILL AND ABILITY, SO HELP US GOD.

CLAUDE B. HOLLETT

D. L. BOLT

GEORGE R. HARVEY

SUBSCRIBED 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 HONORABLE BODY AT YOUR REGULAR OCTOBER TERM, 1923, TO VIEW A PROPOSED VACATION OF HIGHWAY AS PETITIONED FOR BY JOSEPH E. PREWETT ET AL HAVE DISCHARGED THE DUTY ASSIGNED US AND SUBMIT THE FOLLOWING REPORT TO WIT:-

WE COMET AS DIRECTED IN THE ORDER HERETO 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 NOTES AND BOUNDS AND COURSE AND DISTANCE IS AS FOLLOWS TO WIT:-

SAID ROAD BEGINNING IN THE NORTH EAST QUARTER OF SECTION FOURTEEN(14) TOWNSHIP FOURTEEN(14) NORTH OF 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.

AND WE ARE OF THE OPINION THAT THE VACATION OF THIS HIGHWAY WOULD BE OF PUBLIC UTILITY

RESPECTFULLY SUBMITTED.

CLAUDE B. HOLLETT)

D. L. BOLT) VIEWERS.

GEORGE R. HARVEY)

AND THE BOARD HAVING EXAMINED SAID REPORT AND HAVING HEARD THE EVIDENCE AND BEING FULLY ADVISED AND INFORMED IN THE PREMISES FINDS THAT SAID REPORT OUGHT TO BE APPROVED AND SAID HIGHWAY VACATED.

IT IS THEREFORE CONSIDERED ORDERED AND ADJUDGED BY THE BOARD THAT SAID HIGHWAY AS DESCRIBED IN THE PETITION AND REPORT HEREIN BEFORE SET FORTH WHICH HIGHWAY IS DESCRIBED AS FOLLOWS TO WIT:- BEGINNING AT THE EAST LINE OF THE MOORESVILLE AND PLAINFIELD GRAVEL ROAD AND RUNNING THENCE EAST ALONG OVER AND UPON AND EFFECTING THE LANDS OF JOSEPH E. PREWITT, FANNIE F. COX AND WM. RANDOLPH COX AND RUFUS GLOVER AND ALICE GLAVER HUSBAND AND WIFE TO THE LANDS OF E. H. MORGAN SAID ROAD BEING IN THE NORTH EAST QUARTER OF SECTION FOURTEEN(14) TOWNSHIP (14) NORTH OF RANGE ONE(1) EAST AND CONNECTS THE MOORESVILLE AND PLAINFIELD ROAD WITH WHAT IS KNOWN AS THE E. H. MORGAN ROAD ALL IN GUILFORD TOWNSHIP HENDRICKS 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 TO DO ANY FURTHER WORK OR EXERCISE ANY FURTHER CONTROL OVER SAID HIGHWAY AND THE OWNERS OF THE LAND ADJACENT TO AND EFFECTED BY SAID VACATION OF SAID HIGHWAY ARE HEREBY AUTHORIZED TO BUILD THEIR FENCES UPON THE LINES DIVIDING THEIR LANDS AND TO CLOSE SAID HIGHWAY TO PUBLIC USE.

NOVEMBER 1. 1923

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

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 sealed 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 present and file the affidavit of Julian D. Hogate, editor and publisher of "The Republican" and the affidavit of William A. King one of the publishers of The Danville 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 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 consecutive weeks, twenty days before the first day of November, 1923, and the last day of October 1923, a copy of which notice 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 Helen G. Brown, a Clerk for The Indianapolis Commercial, Inc. publishers of The Indianapolis Commercial Inc. a daily 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 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 the said papers on the 13th day of October, 1923, twenty days prior to the first day fixed in the notice 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.)

AND SAID PETITIONERS ALSO PRESENT AND FILE THE AFFIDAVIT OF LEO K. FESSLER, AUDITOR OF MARION COUNTY, INDIANA, WHICH SAID AFFIDAVIT IS IN THE WORDS AND FIGURES TO WIT, "H. I." AND FROM WHICH AFFIDAVIT IT APPEARED THAT NOTICE OF THE TIME AND PLACE OF RECEIVING 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, A COPY OF WHICH NOTICE SO POSTED BEING ATTACHED TO SAID AFFIDAVIT IS IN THE WORDS AND FIGURES AS FOLLOWS, TO WIT, "H. I."

AND NOW THE HOUR OF 10.00 O'CLOCK A.M. OF THE 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 D. BOYER, MORTON B. WARD AND ROSSWELL J. STOWERS OF KIRKLIN INDIANA IS THE LOWEST AND BEST RESPONSIBLE BIDDER AND BEING ACCOMPANIED BY AN AFFIDAVIT AND A GOOD AND SUFFICIENT BOND, AS REQUIRED BY LAW, THE SAID BOARDS FIND THAT SAID CONTRACT SHOULD BE AWARDED TO THE SAID BOYER WARD AND STOWERS.

IT IS

IT IS THEREFORE ORDERED BY THE SAID BOARDS IN JOINT SESSION ASSEMBLED THAT THE BID OF BOYER WARD AND STOWERS, BE AND THE SAME IS HEREBY ACCEPTED AND THAT THE CONTRACT FOR SAID IMPROVEMENT BE, AND THE SAME IS HEREBY NOW AWARDED TO THE SAID BOYER, WARD AND STOWERS WITH GOOD AND SUFFICIENT SURETY THEREON BE CONDITIONED BY THE FAITHFUL PERFORMANCE 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 NINE THOUSAND SIX HUNDRED SIXTEEN 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 FOR CONSTRUCTION.

KNOW ALL MEN BY THESE PRESENTS THAT 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 INDIANA IN THE PENAL SUM OF NINETY SIX THOUSAND SIXTEEN & 20/100 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 FIRST DAY OF NOVEMBER, 1923

THE CONDITION OF THE ABOVE OBLIGATION ARE SUCH THAT WHEREAS, THE BOARD OF COMMISSIONERS OF HENDRICKS AND MARION COUNTY INDIANA ARE ABOUT TO LET A CONTRACT FOR WM. A. OPPEL ROAD AND WHEREAS THE ABOVE NAMED BOYER, WARD AND STOWERS HAVE FILED A BID FOR SAID WORK WITH THE AUDITOR OF THE COUNTY, NOW THEREFORE, IF THE SAID BOARD OF COMMISSIONERS SHALL AWARD BOYER WARD AND STOWERS THE CONTRACT FOR SAID WORK AND THE SAID

BOYER, WARD AND STOWERS SHALL PROMPTLY ENTER INTO A CONTRACT WITH SAID BOARD OF

COMMISSIONERS FOR SAID WORK, AND SHALL WELL AND FAITHFULLY DO AND PERFORM THE SAME IN ALL RESPECTS *according to the* PLANS AND SPECIFICATIONS ADOPTED BY THE BOARD OF COMMISSIONERS AND ACCORDING TO THE TIME TERMS AND CONDITIONS SPECIFIED IN SAID CONTRACT, TO BE ENTERED INTO AND SHALL PROPERLY PAY ALL DEBTS INCURRED BY SAID BOYER, WARD AND STOWERS IN THE PROSECUTION OF SAID WORK, INCLUDING LABOR MATERIALS FURNISHED AND FOR BOARDING THE LABORERS THEREON, AND ALL DEBTS TO SUB-CONTRACTORS, THEN THIS OBLIGATION SHALL BE VOID OTHERWISE TO REMAIN IN FULL FORCE VIRTUE AND EFFECT

&--ROBERT D. BOYER-----
 --MORTON B. WARD-----
 --ROSSWELL J. STOWERS-----
 --AETNA CASUALTY AND SURETY CO.-----
 PER. RUSH BURGESS ATT. IN FACT.-----

KNOW ALL MEN BY THESE PRESENTS THAT THE AETNA CASUALTY AND SURETY COMPANY, A CORPORATION DULY ORGANIZED UNDER THE LAWS OF THE STATE OF CONNECTICUT AND HAVING ITS PRINCIPAL OFFICE IN THE CITY OF HARTFORD, STATE OF CONNECTICUT HATH MADE CONSTITUTE AND APPOINTED AND DOES BY THESE PRESENTS MAKE CONSTITUTE 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 WILLIAM A. OPPEL ROAD ON THE COUNTY LINE BETWEEN HENDRICKS AND MARION COUNTIES INDIANA, SAID BOND TO BE IN FAVOR OF THE STATE OF INDIANA, AND TO BIND THE AETNA CASUALTY AND SURETY CO. TO THEREBY AS FULLY AND TO THE SAME EXTENT 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 GIVEN ARE HEREBY RATIFIED AND CONFIRMED.

IN WITNESS WHEREOF THE AETNA CASUALTY AND SURETY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS RESIDENT VICE PRESIDENT 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 PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED AETNA CASUALTY AND SURETY CO. BY RUSH BURGESS AGT. ROBERT D. BOYER MORTON B. WARD AND ROSSWELL J. STOWERS AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT 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.

JOHN E. VESTAL

ALBERT 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 SAID BOARDS NOW ENTER INTO A CONTRACT WITH THE SAID BOYER WARD AND STOWERS FOR SAID IMPROVEMENT. WHICH CONTRACT DULY 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-WIT CONTRACT.

FOR THE CONSTRUCTION OF THE WILLIAM A. OPPEL ROAD.

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN FORT D. BOYER MORTON B. WARD AND ROSSWELL J. STOWERS. 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 COUNTY AND THE SAID BOYER WARD AND STOWERS. BEING DECLARED THE LOWEST AND BEST RESPONSIBLE BIDDER THE CONTRACT WAS AWARDED TO THE SAID BOYER WARD AND STOWERS. FOR THE AMOUNT OF HIS BID VIZ. 4808.10 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 OF HENDRICKS WHICH SAID REPORTS SPECIFICATIONS AND PROFILE ARE HEREBY REFERRED TO AND MADE A PART OF THIS CONTRACT THE SAME AS IS HEREIN FULLY SET OUT AND WRITTEN.

AND THE PARTY OF THE FIRST PART FURTHER UNDERTAKES AND AGREES THAT IN THE PROSECUTION OF SAID WORK HE WILL USE ALL PROPER SKILL AND CARE AND WILL PAY ALL CLAIMS FOR WORK AND LABOR PERFORMED AND MATERIAL FURNISHED IN AND FOR THE CONSTRUCTION OF SAID WORK WHETHER THE SAID WORK AND LABOR IS PERFORMED OR MATERIAL IS FURNISHED TO SAID CONTRACTOR OR AGENT OR SUPERINTENDENT IN CHARGE OF SAID WORK. IT IS FURTHER UNDERSTOOD AND AGREED THAT SAID PARTY OF THE FIRST PART WILL NOT AND CANNOT SELL OR ASSIGN THIS CONTRACT OR 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 DAY OF AUGUST A.D. 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 1ST DAY

OF AUGUST 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 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 BE DEDUCTED FROM THE CONTRACT PRICE OF SAID IMPROVEMENT AND SHALL BE RETAINED BY SAID PARTY OF THE SECOND PART OUT OF THE CONTRACT FOR SAID IMPROVEMENT FOR THE USE OF THE PUBLIC OF SAID HENDRICKS COUNTY AND MARION COUNTY PROVIDED THAT SAID FAILURE TO COMPLETE SAID IMPROVEMENT WITHIN THE SAID TIME SPECIFIED FOR SUCH COMPLETION IS NOT CAUSED BY STRIKE OR ANY OTHER CAUSE OR CAUSES BEYOND THE CONTROL OF THE 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 THAT PARTY OF THE SECOND PART SHALL WITHHOLD 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 FOR ALL LABOR MATERIALS AND SUB-CONTRACTORS CLAIMS.

THE PARTY OF THE SECOND 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 DIRECTED BY THE BOARD OF COMMISSIONERS OF HENDRICKS AND MARION COUNTY SHALL BE PAID ON MONTHLY ESTIMATES OF THE ENGINEER IN CHARGE OF SAID WORK BUT NOT TO EXCEED 80% OF THE SAID ENGINEERS SAID ESTIMATE 20% OF THE 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 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 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 MARION COUNTIES ALSO SIGNED AND APPROVED THIS 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 HOEFMAN---

---M. A. GREGORY---JOHN KILLEY---

BOARD OF COMMISSIONERS OF HENDRICKS AND MARION COUNTY.

ATTEST ELOYD L. WHICKER
AUDITOR HENDRICKS COUNTY

AND THE BOARD FURTHER FIND THAT THE ENTIRE COSTS OF SAID IMPROVEMENT, INCLUDING CONTRACT PRICE EXPENSE OF VIEWERS ENGINEER SUPERINTENDENT OF CONSTRUCTION ADVERTISEMENTS TRANSCRIPT PERDIEM OF BOARDS OF COMMISSIONERS ATTORNEYS FEES AND ALL OTHER EXPENSE INCURRED 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 HENDRICKS COUNTY INDIANA AND OF DECATUR TOWNSHIP IN MARION COUNTY THE TOWNSHIPS BETWEEN WHICH SAID SAID HIGHWAY PROPOSED TO BE IMPROVED BY THIS PROCEEDING IS LOCATED INCLUDING ALL THE COSTS AND EXPENSE OF THIS IMPROVEMENT AND ALL BONDS HERETOFORE ISSUED FOR THE BUILDING OF FREE GRAVEL ROAD OR OF MACADAMIZED ROADS IN SAID TOWNSHIPS WILL NOT EXCEED FOUR PERCENT OF THE TOTAL ASSESSED TAXABLE VALUATION 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 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 SIX THOUSAND DOLLARS 6000.00 ONE HALF OF SAID SUM TO BE ISSUED BY HENDRICKS COUNTY INDIANA AND ONE HALF OF SAID SUM TO BE ISSUED BY MARION COUNTY INDIANA SAID BONDS TO BE ISSUED IN TWENTY EQUAL SERIES 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 PRAYED 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 INDIANA 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 IMPROVEMENT HEREIN PRAYED FOR HAS BEEN LET STATING THE CONTRACT PRICE FOR THE AMOUNT OF ALL COSTS DAMAGES ALLOWED

AND EXPENSE OF EVERY KIND AND NATURE NECESSARY TO VOMplete SAID IMPROVEMENT AND A
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.