

Ditch #30
Main line 0:43
Settled in full

DRAINAGE BLANK.

IN THE MATTER OF THE PETITION OF

Yost Yost
AND OTHERS,
FOR CONSTRUCTING DITCH.

Contract and Contractor's Bond

OF
Henry B. Stevens

The within Bond and the sureties therein are hereby approved this November day of 1899

Filed November 1899

County Auditor.

State of Minnesota,

County of Curtea } ss.

and E. E. Livingston & A. W. Theobald }
E. E. day of November A. D. 1899, to me well

known to be the same persons who executed the foregoing Bond, and each acknowledged the same to be his own free act and deed.

Walter Theobald
County Auditor
Curtea County Minn.

State of Minnesota,

County of Curtea } ss.

E. B. Stevens and

Wm. W. Theobald }
being first duly sworn, doth say, each for himself, that he is the same person as the surety above named, and is a resident and freeholder of and in the County of Curtea State of Minnesota, and worth the sum of Four hundred Dollars above his debts and liabilities, and exclusive of his property exempt from execution.

E. B. Stevens

Subscribed and sworn to before me, on this 27th day of November 1899

Wm. W. Theobald

Walter Theobald
County Auditor
Curtea County Minn.

This Contract, Made this 24 day of November 1889,
by and between Henry B. Leving
of Austera County party of the first part, and Sheldon Th. Saffley
County Auditor of the County of Austera State of Minnesota, in behalf
of Austera County, Minnesota, WITNESSETH:

Whereas, The Board of County Commissioners of the County of Austera
State of Minnesota, did establish and order to be constructed a certain ditch
designated as No. 251 which number has been given to said ditch
by the County Auditor

by their order, bearing date the 12th day of August 1889,
and according to the report of the viewers thereof, all of which
are on file in the office of the said County Auditor;

And Whereas, At a public sale of the jobs of digging and constructing the entire work in
linear sections of 100 feet each, each of which sections is marked and known and numbered by the
stake set by said viewers at the foot of each of said sections, as shown by the viewers' report, com-
mencing at the one including the outlet, and thence, in succession, to the one including the source,
held October 7th 1889, the said Sheldon Th. Saffley
County Auditor as aforesaid, did duly sell to the said Henry B. Leving
he being the highest and best responsible bidder, the job of digging and constructing the following
sections thereof, numbered as follows from said outlet, to-wit: Station 0 to Station
40 inclusive Thain side & on the corner of One
hundred thirty-six & 0 1/2 dollars (196.02)

Now, in Consideration of the Said Premises, The said
Henry B. Leving hereby contracts and agrees to construct such share
or allotment in the time and manner set forth in said order and the report of said viewers
on which said ditch
was established, and so on file as aforesaid,

In Testimony Whereof, We have hereunto set our hands the day and year first above
written.
Witness
Mary M. Farlan
Sheldon Th. Saffley
Henry B. Leving
County Auditor

Know all Men by These Presents,

That Henry B. Lewis, Sheriff and
C. E. Lewis and Wm. A. The Banker
are held and firmly bound unto the County of
Curtis State of Minnesota,
in the sum of Four hundred
DOLLARS, lawful money of the United States of America, to be paid to the said County of
Curtis State of Minnesota, its successors or assigns, for which
payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators,
firmly by these presents.

Sealed with our seals and dated the 2nd day of November
one thousand eight hundred and ninety five

The Condition of the Above Obligation is Such, That whereas, at a public sale of
the jobs of digging and constructing a certain
designated as No. 25 held October 7th 1899, certain sections thereof
numbered 10 15 20 25 30 35 40 45 50 were duly sold to the said
Henry B. Lewis

and said Henry B. Lewis
has made a contract with the County Auditor of Curtis County, State
of Minnesota, bearing date November 26th 1899, to construct the same;

Now, If the said Henry B. Lewis
shall and will faithfully perform and fulfill his said contract, and pay all damages which may
accrue by reason of the failure to complete the said job within the time and in the manner required
in the said contract therefor, then the above obligation to be void, otherwise to remain in full force
and virtue.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
Mary M. Fisher
Mary M. Fisher
Thos. B. Lewis
L. E. Stevens
Wm. A. McLaughry
Thos. B. Lewis
Seal Seal Seal Seal Seal Seal

DRAINAGE BLANK.

IN THE MATTER OF THE CONTRACT

OF

Acceptance of County Surveyor.

Filed..... *1*.....

County Auditor.

Paid in Warrant No.....
on the General Ditch Fund.....

1.....

State of Minnesota,
County of Carver } ss.

I, L. P. Storrans Carver County Surveyor of said County,

do hereby certify that I have inspected the job of digging and constructing the sections in main line of

35 of Carver County, Minnesota, numbered and described as follows:

- Section No. 0 to Section No. 43 inclusive.
- Section No. _____ to Section No. _____ inclusive.
- Section No. _____ to Section No. _____ inclusive.
- Section No. _____ to Section No. _____ inclusive.
- Section No. _____ to Section No. _____ inclusive.

sold to H. B. Stevens by the

County Auditor of said Carver County, and contracted to be done

by him, and do certify that said job and above sections are completed according to the specifications of said Ditch 35 as set forth in the report of the viewers, and I do hereby accept the same.

And the said H. B. Stevens is entitled to the sum of one hundred ninety six and 00/100 (\$196.00) DOLLARS,

for constructing the same, now due him from the General Ditch Fund of said County.

Dated Nov 29 1895

L. P. Storrans
County Surveyor.