

No 39

DRAINAGE BLANK.

IN THE MATTER OF THE PETITION OF

Henry Lee  
AND OTHERS,

FOR CONSTRUCTING DITCH.

Contract and Contractor's Bond

OF

E. P. Woodworth

The within Bond and the sureties  
therein are hereby approved this  
28<sup>th</sup> day of October

190<sup>2</sup>  
Selden Mc Gaffey  
County Auditor

Filed October 28<sup>th</sup> 190<sup>2</sup>

Selden Mc Gaffey  
County Auditor.

State of Minnesota,  
County of Cass } ss.

E. P. Woodworth }  
vs. A. W. Leavelle and J. G. McLean }  
came personally before me on this 28<sup>th</sup> day of October A. D. 190<sup>2</sup>,

to me well known to be the persons who executed the foregoing bond, and each acknowledged that he executed the same as his free act and deed.

Selden Mc Gaffey  
County Auditor  
Cass County  
Minn.

State of Minnesota,  
County of Cass } ss.

vs. A. W. Leavelle and J. G. McLean

being first duly sworn, doth say, each for himself, that he is the same person as the surety above named, and he executed the foregoing instrument, and that he is a resident freeholder in the County of Cass, State of Minnesota, and worth the sum of \$1324<sup>00</sup>—Dollars above his debts and liabilities and exclusive of his property exempt from execution.

A. W. Leavelle  
J. G. McLean  
Selden Mc Gaffey  
County Auditor  
Cass County  
Minn.

Subscribed and sworn to before me this 28<sup>th</sup> day of October A. D. 190<sup>2</sup>

State of Minnesota,  
County of Carver } ss.

In the Matter of the Petition of Shirley Lee  
and Others for a Public Ditch in the County of Carver State of Minnesota.

This Agreement, Made this 28<sup>th</sup> day of October 1902, by  
and between E. P. Nordmark of Carver, party  
of the first part, and the County of Carver State of Minnesota, party of the second  
part, WITNESSETH:

That **WHEREAS**, The Board of County Commissioners of the County of Carver  
State of Minnesota, did establish and order to be constructed a certain ditch, by their order bearing  
date the 8<sup>th</sup> day of September A. D. 1902, according to the  
report of the Civil Engineer appointed to survey the same, made and filed herein, and according to  
the report of the Viewers appointed herein, made and filed herein, which ditch is designated as  
No. 39, which number has been given to said ditch by the said County Auditor;

And **WHEREAS**, At a public sale of the jobs of digging and constructing the entire work of  
said ditch in linear sections of one hundred (100) feet each, each of which sections are marked and  
known, and numbered by the stake set by said Engineer at the foot of each of said sections, as shown  
by the report of said Engineer, commencing at the one including the outlet, and thence in succession  
to the one including the source, held on the 21<sup>st</sup> day of October  
A. D. 1902, the said County Auditor, as aforesaid, did duly sell to said E. P. Nordmark  
of Carver, County of Carver, he being the lowest and best responsible bidder there-  
for, the job of digging and constructing the following sections of said ditch, numbered as follows,  
from said outlet, to-wit: From Sta 179+16 to Sta. 0 both  
inclusive for \$ 600

\$ 61.80  
Total \$ 661.80

Now, in consideration of the said premises, the said E. P. Nordmark of Carver,  
County of Carver hereby contracts and agrees to dig and construct said shares  
and sections above described in the time and manner set forth in the report of said Engineer, upon which  
said ditch is established, and subject to the approval of said Engineer and of the said Board of County  
Commissioners.

The said party of the first part further agrees that time shall be of the essence of this contract,  
and that if there shall be any failure to perform the work herein described according to the terms of  
this contract, and within the time limit therein and according to the plans and specifications con-  
tained in said Engineer's report, that he shall forfeit and pay to said County the sum of three (3)  
DOLLARS

for each day that such failure shall continue, and that no extension of the time within which to com-  
plete said work shall affect the right of said party of the second part to enforce such forfeiture.

In Testimony WHEREOF, We have hereunto set our hands the day and year first above  
written.

Witness  
Shirley Lee  
E. P. Nordmark  
Allen M. C. Coffey  
George C. Smith  
Carver County  
Min

Known all Men by These Presents:

That E. P. Wendworth a Principal and  
Geo. A. McLean and J. W. McLean Partners  
are held and firmly bound unto the County of Crocker, State of Minnesota, and to  
any person or persons who may show themselves to be aggrieved or injured by any breach of the con-  
tract described herein, in the sum of Five hundred twenty-four  
\$ 1324.00 DOLLARS, lawful money of the United

States of America, to be paid to the said County of Crocker, State of Minnesota,  
its successors or assigns, and said persons aggrieved or injured, their heirs, executors, administrators  
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 28th day of October A. D. 1902  
The condition of the above obligation is such that, whereas, at a public sale of the jobs of digging  
and constructing the certain ditch designated as No. 39 held on the 20th  
day of October A. D. 1902, certain sections thereof numbered

129+1650 both inclusive were duly sold to the said E. P. Wendworth  
E. P. Wendworth and the said E. P. Wendworth

has made a contract with the said County of Crocker  
State of Minnesota, bearing date the 28th day of October A. D. 1902  
to construct the same; E. P. Wendworth

Now, therefore, If the said E. P. Wendworth  
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 and contract within the time and in the manner  
required in said contract therefor, then the above obligation to be void, otherwise to remain in full  
force and virtue; and that in case of failure to construct said work according to the terms of said  
contract, the bondsmen thereon shall be liable for all damages resulting from such failure, whether  
the work be resold or not, and that any person showing himself injured by such failure may maintain  
an action upon this bond in his own name; and that actions herein shall be successive in favor of all  
persons so injured.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

James Weddell Seal  
Geo. A. McLean Seal  
J. W. McLean Seal  
John McLean Seal

E. P. Wendworth  
Geo. A. McLean  
J. W. McLean

Received of Selden W. Gaffey  
County Auditor of Andrew  
County Voucher no. 4217  
for \$661<sup>80</sup>/<sub>100</sub> Six hundred sixty  
one and 80/100 Dollars in  
full for Contract-work  
on Ditch No. 39 from  
Station 0- to Station  
179+16- for \$600<sup>00</sup> and  
bridges for \$61<sup>80</sup>  
E. P. Woodworth  
Dated June 29<sup>th</sup> 1903