

DRAINAGE BLANK.

IN THE MATTER OF THE PETITION OF

C. J. Swanson

AND OTHERS,

FOR CONSTRUCTING DITCH.

Contract and Contractor's Bond

OF

L. Martin Davis & Verney

The within Bond and the sureties therein are hereby approved this

9th day of July

1904

Selden M^c Gaffey

July 9th 1904

Selden M^c Gaffey

County Auditor

State of Minnesota,

County of Hennepin

ss.

E. J. Martin, R. A. Davis, R. A. Verney, M. A. Harrison & O. S. Conell,

came personally before me on this

6th

day of July

A. D. 1904

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.

A. J. Palmer

Judge of the Peace

Hennepin Co., Minn.

State of Minnesota,

County of Hennepin

ss.

W. A. Harrison, O. S. Conell

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 Hennepin State of Minnesota, and worth the sum of Six Thousand Dollars for the purpose of depositing for O. S. Conell, Dollars above his debts and liabilities and exclusive of his property exempt from execution.

W. A. Harrison

O. S. Conell

Subscribed and sworn to before me this

6th

day of July

A. D. 1904

A. J. Palmer, Justice of the Peace

Hennepin Co., Minn.

[SEAL]

[SEAL]

[SEAL]

State of Minnesota, }
County of Carver } ss.

In the Matter of the Petition of C. J. Swanson
and Others for a Public Ditch in the County of Carver State of Minnesota.

This Agreement, Made this 22nd day of July 1904, by
and between St. Martin Davis & Co. of St. Martin County party
of the first part, and the County of Carver State of Minnesota, party of the second
part, WITNESSETH:

That Gatherers, 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 6th day of June A. D. 1904, 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. 41, which number has been given to said ditch by the said County Auditor;

And Gatherers, 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 2nd day of July
A. D. 1904, the said County Auditor, as aforesaid, did duly sell to said St. Martin
Davis & Co. the 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: Main side Station 0 to Station 359

Branch No 1 Station 0 to Station 42, Branch No 2 Station
0 to Station 28+25, Branch No 3 Sta 0 to Sta. 36+39, Branch
No 4 Sta. 0 to Sta 89+50, Branch No 5 Sta 0 to Sta. 30+19 Branch
No 6 Sta. 0 to Sta. 67+72, Branch No 7 Sta. 0 to Sta 52, Branch No 8 Sta 0 to Sta 45+56.
Also Bridges as called for in Engineer's report, on the same day & place.
Now, in consideration of the said premises, the said St. Martin Davis & Co.
hereby contract and agree 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 \$1000
Five x 2/100 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 herunto set our hands the day and year first above
written.

Witness St. Martin Davis & Co.
R. W. Gopher
R. A. Verney
Allen Mc Guffey
C. J. Swanson

Known all Men by These Presents:

That *Ed M. Mank, R. H. Mason & R. A. Bradley* as
Co. Partners of Mank, Davis & Bradley, & R. A. Mason, Charles Small & Thomas Kelly
 are held and firmly bound unto the County of *Carleton*, 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 *Twenty Two Dollars* \$22.00.

DOLLARS, lawful money of the United
 States of America, to be paid to the said County of *Carleton*, 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 *6th* day of *July* A. D. 190*4*,
 and constructing the certain ditch designated as No. *44* held on the *2nd*

day of *July* A. D. 190*4*, certain sections thereof numbered *0 to Station 359*
0 to 42, 0 to 28X25, 0 to 36X39, 0 to 89X59, 0 to 34X72, were duly sold to the said Ed Mank, R. H. Mason
0 to 67X72, 0 to 57, 0 to 48X56, also bonds or bonds for your part and the said *Ed Mank, Davis & Bradley*
 have made a contract with the said County of *Carleton*
 State of Minnesota, bearing date the *2nd* day of *July* A. D. 190*4*,
 to construct the same:

Now, therefore, If the said *Ed Mank, Davis & Bradley*
 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

A. W. Palmer
J. B. Palmer

Ed M. Mank Seal
R. H. Mason Seal
R. A. Mason Seal
Charles Small Seal
Thomas Kelly Seal

STATE OF MINNESOTA,
County of Hennepin.

On this 8th day of July A. D. 1904 before me, a Notary Public, within and for said County, personally appeared *Thomas Beary*

to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Ed Smith
Notary Public, Hennepin County, Minnesota.

STATE OF MINNESOTA, }
Hennepin County, } ss

Thomas Beary

being duly sworn, say each for himself, that he is one of the sureties above named; that he is a resident and holder of the State of Minnesota, and worth the amount of

Eighty Dollars Dollars; specified in the foregoing bond, above his debts and liabilities and exclusive of his property exempt from execution.

Subscribed and sworn to before me, this 8th day of July 1904
Ed Smith
Notary Public, Hennepin County, Minnesota.

Thomas Beary

Asst. Palmer, Justice of the Peace
Hennepin Co. Minn.

DRAINAGE BLANK.

IN THE MATTER OF THE PETITION OF

C. J. Swanson
AND OTHERS,

FOR CONSTRUCTING DITCH.

Contract and Contractor's Bond
OF

L. Martin Davis & Verney

The within Bond and the sureties therein are hereby approved this

9th day of July

1904

Selden M. Gaffey

Filed July 9th 1904

Selden M. Gaffey
County Auditor

Contract - ^{and}
Construction Bond

Debit no 41

Exp 5⁰⁰

This Agreement made and entered into this 19th, day of December A.D. 1904 by and between E.S. St. Martin, R.H. Davis and R.A. Vessey, Co-partners as St. Martin, Davis and Vessey, of the County of Hennepin and State of Minnesota, parties of the first part and E. P. Woodworth, of the City of Anoka, Minnesota, party of the second part.

Witnesseth, that the said parties of the first part being the contractors upon ditch number forty-one in the County of Anoka and State of Minnesota and being desirous of assigning all of the remaining part of said ditch work remaining, that has not been started, to the said party of the second part, and there having been the following stations dug or in process of being dug by the said parties of the first part, to-wit:-- All of stations numbered from 359 to 302 on the main ditch and *and about six stations upon branch number one hereby assigned to said party of the second part* stations numbered from 0 to 37 inclusive on said main ditch and *and all of* branch number one except about six stations. and all of branches number two, three, four, five six, seven and eight. *and all remaining bridges*

Now therefore it is hereby agreed by and between the parties hereto that the said party of the first part hereby assigns all of the work upon the said above mentioned ditch to the said party of the second part his heirs and assigns forever.

It is further agreed by and between the parties hereto that the said second party is to finish the said work upon the said ditch for the sum of Seven Thousand One Hundred and Ninety-one Dollars payable as follows fifty per-cent of all money earned under the contract and by law payable to the contractor by the County of Anoka to be paid by the said County of Anoka to the said party of the second part, upon presentation of the Engineers' certificate of approval, as provided by law and the said contract between the County of Anoka and the parties of the first part, the balance of the said payment to be made by the said County of Anoka to the said party of the second part upon the full completion of the said contract by the said party of the second part.

to said party of the second part the balance of the main ditch

Said party of the second part is to commence the said work as soon as the frost is out of the ground in the spring of 1905 and to complete the same on or before the time of the expiration of the extension of time granted to the said parties of the first part by the said County of Anoka, and to complete the said work according to the terms of the said contract between the said parties of the first part and the County of Anoka subject to any and all extensions that may be granted by the said County of Anoka and to approval by the said County of Anoka. Said party of the second part to do all work and to perform all things necessary to the prompt and full compliance with the terms of the said contract at his own costs and expense.

In testimony whereof the said parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Executed in presence of

J. L. Howard } *W. Martin Harris & Verdy*
E. B. Stewart } *E. A. Martin*

E. B. Stewart } *E. B. Howard*