

August 19th, 1912.

J. J. Hankinson, Esq.
Glencoe,
Ill.

Dear Sir:-

At the request of the County Auditor of Anoka County, and of several of the landowners along Ditch No. 49, on which you are the contractor, your attention is directed to the fact that the ditch is not yet completed according to contract.

I am not advised as to the exact particulars in which the deficiency exists, as that is more a matter for the engineers.

It appears however from statements made to me, and for some observations made upon the ground, that the ditch was not placed down to grade through a portion of its course.

It seems from what I can learn, that the ditch from the point where the Nigger Lake branch empties in, sluiced itself in high water until it is largely at grade, possibly below in places. But the main ditch from that point up never has taken the water. The water is dead and grows deeper going up the ditch, from shortly above that point to the head of the main ditch, where the water level is over the meadow in places.

So either your work was not put to grade, or the grade was wrong. The engineer says the latter is not the case, and I have no reason to think it is, and the surveys made this summer show that some foot and a half or so should come out to bring that portion to grade.

There is also a branch or so lower down that they claim never was a clear ditch, being dug in high water and full of slush when left, so that they carry no water.

I am just giving a general idea of the situation. The condition was so bad they application was made, and survey made, for repairs, the petitioners thinking that the ditch was accepted, I presume.

I find that the ditch was not accepted. Accordingly the landowners, and properly so I think, kick on paying a new assessment until the ditch be put to grade under the original contract.

I appreciate the difficulties of getting to grade, in the stage of water you worked in, but that does not help the tax payers.

Kindly give this matter your immediate attention, to the end that the job be completed by doing what may be necessary to comply with the contract and specifications.

Yours very respectfully,

Edwin B. Biss
County Attorney.

Dr. J. J. Hankinson