

DRAINAGE DISTRICT NO. 37

WATER PARADISE & HOWE CO., WATERLOO, IOWA 1901

Petition for Drainage District and Drain.

TO THE HONORABLE BOARD OF SUPERVISORS, CLAY COUNTY, IOWA:

No. 37

The undersigned, your petitioners herein, respectfully states that they are the owners of the following described real estate, to-wit:

Northwest quarter of Sec. Four (4) part of the southeast quarter of twenty-seven (27), part of the northwest quarter of section thirty-four (34), ninety-seven (97), Range thirty-five West and also the south half of the northeast quarter of section four, twp. ninety-six range thirty-five west of the 5th.

That said land will be affected by and assessed, with the other lands, for the expenses of the proposed improvement. That the following body of lands in Clay County, Iowa, as follows to-wit: As above described.

are subject to overflow and are too wet for cultivation, and the public health, benefit, utility, convenience and welfare will be promoted by establishing a drainage district and by draining, ditching, tiling, leveling, deepening, widening and improving or strengthening the same, or by changing the water course thereof.

That the starting point of said drain and improvement shall be about sixty rods west of the out-let of Trumble Lake, thence following the north channel of the said out-let to a point about seventy rods south of the northeast corner of the northeast quarter of section twenty-eight, Lake Twp. thence west across the said quarter section thence swinging south along the main channel of said outlet to such point as is found necessary to secure a proper outlet, together with such laterals as may be deemed necessary.

and lateral branches shall be as follows: and said drain shall terminate

That in support of this said petition I have filed herewith a bond in the sum of \$500.00 with sureties approved by the County Auditor conditional as provided by law.

Wherefore your petitioners prays your Honorable Board to appoint a competent and a disinterested engineer and place a copy of the petition in his hands and direct him to examine and survey the aforesaid land and such other lands as are necessary, and locate such improvement as will be conducive to public benefit or utility, or conducive of public health and make his return to the Auditor as provided by law, and that you establish a drainage district and such drain as may be proper with laterals and make such improvements and do such acts as are provided by law and will be of public utility or conducive to the public health, convenience or welfare.

Z. C. Platt
J. J. Debolt
M. G. Batcheler

Filed Oct 28, 1915

A. W. Chamberlain
County Auditor, Clay County.

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State of Iowa, Clay County, ss.

Know all men by these presents, That we Z. C. Platt, T. J. Debolt and M. G. Batchelor of the County of Clay and State of Iowa, are held and firmly bound unto the State of Iowa, for the use and benefit of Clay County, Iowa in the sum of Five hundred and no/100 Dollars, for the payment of which, well and truly to be made we bind ourselves, our heirs, executors, administrators, and every one of them firmly by these presents.

The condition of the above obligation is such, that, whereas, Z. C. Platt, T. J. Debolt and M. G. Batchelor have this day filed a petition with the County Auditor of said county praying that the Board of Supervisors of said County appoint an engineer to survey and locate a Drainage improvement along the route described in said petition, or other route answering the same purpose if found more practicable or feasible.

Now, if said Z. C. Platt, T. J. Debolt and M. G. Batchelor shall pay all costs that may be adjudged against him by the Board of Supervisors, in accordance with the Statute in such case made and provided, then this obligation to be void, otherwise to be and remain in full force and virtue.

Witness our hands, this 27th day of October 1915.

Z. C. Platt

T. J. Debolt

M. G. Batchelor

State of Iowa, Clay County, ss.

I do solemnly swear that I am a resident and a freeholder of the State of Iowa, and am worth the sum of One thousands and no/100 Dollars beyond the amount of my debts, and have property liable to execution in this State equal to the sum of One Thousand Dollars.

Z. C. Platt

I do solemnly swear that I am a resident and a freeholder of the State of Iowa, and am worth the sum of One thousand Dollars, beyond the amount of my debts, and have property liable to execution in this State equal to the sum of One thousand Dollars.

T. J. Debolt

I do solemnly swear that I am a resident and a freeholder of the State of Iowa, and am worth the sum of One Thousand Dollars, beyond the amount of my debts, and have property liable to execution in this State equal to the sum of One Thousand Dollars.

M. G. Batchelor

Filed Oct. 28, 1915

A. W. Chamberlain

County Auditor, Clay County.

WEST FARROUTH & SONS CO., WATERLOO, IOWA 1911

Drainage Bond.

State of Iowa, Clay County, ss.

Know all Men by these Presents:

That we C. F. Walsh and A. Maurer of the County of Clay and State of Iowa, are held and firmly bound unto the State of Iowa for the use and benefit of drainage district No. 37 in the sum of Five Hundred Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and every one of them, ^{firmly} by these presents.

The condition of the above obligations is such, that whereas, Z. C. Platt et al have on Oct. 28, 1915 day filed a petition with the County Auditor of said County, praying that the Board of Supervisors of said County appoint an engineer to survey and locate a Drainage improvement along the route described in said petition or other route answering the same purpose if found more practical or feasible.

Now, if said C. F. Walsh and A. Maurer shall pay all costs that may be adjudged against him by the Board of Supervisors, in accordance with the statute in such case made and provided, then this obligation to be void, otherwise to be and remain in full force and virtue.

Witness our Hands, this 21 day of July 1916

C. F. Walsh
A. Maurer

} sureties.
Principal

State of Iowa, Clay County, ss:

I do solemnly swear that I am a resident and a freeholder of the State of Iowa, and am worth the sum of Five Hundred Dollars beyond the amount of my debts, and have property liable to execution in this State equal to the sum of Five Hundred Dollars.

C. F. Walsh.

I do solemnly swear that I am a resident and a freeholder of the State of Iowa, and am worth the sum of Five Hundred Dollars, beyond the amount of my debts, and have property liable to execution in this State equal to the sum of Five Hundred Dollars.

A Maurer

Sworn to before me and subscribed in my presence by the said C F Walsh and A Maurer this 21 day of July 1916

W W Cornwall
Notary Public Clay Co. Ia

Filed July 21, 1916 (Seal)
A. W. Chamberlain, County Auditor, Clay County.

Auditor's Office Oct 29-1916

The Petition of Z. C. platt et al was filed with the Board for establishment of a drainage district beginning about sixty rods west of the outlet of Trumbull Lake in Lake Township and thence following the north channel of said outlet to a point about seventy rods south of the northeast corner of section 28, thence west across said quarter section thence south along the main channel of said outlet to such point necessary to secure proper outlet. A motion was made and carried that Floyd Campbell of the Barber Engineering Co. be appointed engineer to make preliminary survey and report as required by law.

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DRAINAGE DISTRICT NO. 37

WATER PARADISE & SON CO., WATERLOO, IOWA 50001

Preliminary Report.
Drainage District No. 37
Clay County, Iowa
To the Auditor of Clay County, Iowa.

Sir:

Relative to my appointment by the Board of Supervisors of Clay County to make survey and examination of certain lands set out in a petition for drainage filed by Z. C. Platt, T. J. Debolt and others, I beg to tender the following report:

The land set out in the petition comprises all or part of the following sections, 16, 17, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34, -97-35; 3, 4, 5, 6, 7, 8, 17, and 18-96-35; 1 and 18-96-36.

The above lands are contained within the watershed of the outlet of Trumbull Lake below the lake itself and are for the most part rolling lands cut up by numerous wet draws, ponds and sloughs draining into the basin of the outlet. The outlet leaving the lake is a large slough having two outlets which join again a few hundred feet west of the section line between 27 and 28-97-35. The creek is lost in slough lands most of the way down to the east line of a section 32-97-35, a distance of about two and one half miles, from which point it follows a well marked, though extremely crooked course through pasture lands subject to overflow during wet seasons. There are several tile lines now in some having fair outlets and doing good work while some are too shallow and with poor outlet. A great many of the outlying tracts have been unable to obtain sub-drainage of any kind and these with the lands lying in the basin of the creek itself form a large portion of the district.

It is evident that some comprehensive plan to effect the drainage of all of these lands is highly desirable and with this end in view I have designed a drainage system which should afford outlet for each tract of land in the district not now having outlet and prevent the overflow of lands along the creek thus making possible thorough drainage and profitable cultivation of all of the lands in the district. The plan also provides complete drainage of the highways which would facilitate the road improvement so badly needed to make this section of the country accessible to market.

The plan includes an open ditch beginning about fifty rods west of the lake and following the general course of the waterway down to where there is sufficient fall to afford an outlet, a distance of about six and one half miles. Leaving the lake the ditch is designed to follow the north outlet thus making it shorter and less crooked. Property lines were followed wherever it appeared feasible. In order to protect the sloughs at the upper end of the ditch from overflow it is planned to extend the ditch crosswise of the valley at the upper end of the ditch, a distance of one thousand feet, and force all of the overflow from the lake to enter the ditch over the concrete bulk-head at the upper end. The reservoir action of the lakes above, the district will tend to distribute the flow of water over a longer period of time and make feasible the use of a much smaller ditch than would otherwise be necessary to carry the run-off from the drainage area here involved. After taking the matter into consultation I have estimated that a twelve foot bottom with the depth of ditch here necessary (10.70 average) would be sufficient to carry the run-off from this area under these conditions except at the lower end where the lesser depth would require that the bottom width be increased to 16' and 20'.

Besides the open ditch the plan would require tile branches ranging in size from 6" to 26" giving outlet to adjoining lands. One branch known as the 236 branch, should receive particular consideration because of its extreme depth and consequent heavy cost. Lying for the most part on the N $\frac{1}{2}$ NW $\frac{1}{4}$ 4-96-35 and S $\frac{1}{2}$ SE $\frac{1}{4}$ 33-97-35 is a large slough of some 87 acres which with its adjoining low lands lies so low that it is necessary to take it out of its natural course in order to get outlet for it in the open ditch making necessary 7300' of 18, 20 and 22 inch tile averaging from ten to thirteen feet deep. The total area involved is approximately 685 acres, 216 acres of which are wet lands and 119 acres swamp lands and the cost to be assessed to the branch by reason of the tile branches alone would be about \$14000 or a little over \$20 per acre. If the swamp lands should pay an average of \$100 per acre, the wet lands \$40 and the low and high lands an average of \$5 per acre there would then be raised about twenty two thousand dollars leaving eight thousand dollars to help pay for the main open ditch. While these proportions are little more than guess work yet some general idea may be obtained from them as to ultimate cost to be borne by the land owners concerned.

Also I have planned to build two concrete bulkheads; one at the head of the main open ditch and another near station 123 where the outlet of what is known as the "Big Slough" enters from the north-west. As this slough is owned by the State of Iowa and cannot for the present be drained, it was thought unadvisable to include in the district any lands naturally involved in the drainage of it above its junction with this ditch.

The total cost of this drainage system is estimated at \$101000 and the district includes approximately 8165 acres, making the average cost \$12.40 per acre. There are in the district approximately 600 acres of ponds and slough lands and 2200 acres of wet land. I believe that these could easily pay \$70.00 and \$30.00 respectively which would raise \$108000 besides what could be assessed to the low and high lands and the highways. Hence it does not appear that the cost of the district should be more than the lands should bear.

Then since it is feasible to drain the lands within the district and since such drainage would be of public benefit and utility and conducive to the public health, convenience and welfare, and as it appears that the cost of such drainage would not be more than the benefit to be derived therefrom, I would recommend that the prayer of the petitioners be granted and I present herewith plat and profile setting forth the starting point, route and terminus of the main and its several branches, the course and length of the drains through each particular tract, the relative elevations of the different parts of the district, the boundary of the district so as to include all of the lands benefitted thereby, the description of each tract of land the name of the owner thereof, together with an estimate of the probable cost and such other facts and recommendations as I have deemed necessary or material.

Courses:

The courses of the main and the several branches through the various tracts of land are shown, drawn accurately to scale, on the plat and the distance through each tract are shown both on the plat and the profile.

Divide: The exterior and interior divides are shown on the plat by broken lines.

DRAINAGE DISTRICT NO. 37

WILL FARRIS & SONS INC. WATERLOO, IOWA 50601

SW $\frac{1}{4}$	Section 16-97-35	Edward J Evans
Lots 6 and 7	" 17-97-35	F M Tuttle
SE-SE	" 17-97-35	William Battcher
NE-NE Lot 1	" 20-97-35	Mary Battcher
S $\frac{1}{2}$ -NE $\frac{1}{4}$	" 20-97-35	William Battcher
Lot 2, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{2}$ SW	" 20-97-35	Margaret Murphey
SE $\frac{1}{4}$	" 20-97-35	Arthur S Johnson and Charles Peters
S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$	" 21-97-35	Charles F Linnan
NW-SW, S $\frac{1}{2}$ SW and Lots 4 and 5	" 22-97-35	William Moses Mason
Lots 1, 2 & 5 & NW $\frac{1}{4}$	" 27-97-35	D Mullholland
SW $\frac{1}{4}$	" 27-97-35	Joseph Robinson
Lots 3, 4, 6 and 7	" 27-97-35	P J Claer and T J Debolt
NE $\frac{1}{4}$ and Lot 1	" 28-97-35	J C Platt
NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$	" 28-97-35	J K Sheple
E $\frac{1}{2}$ SW $\frac{1}{4}$	" 28-97-35	F A Malcomb
W $\frac{1}{2}$ SE $\frac{1}{4}$	" 28-97-35	S E Burley
Lot 2	" 28-97-35	Joseph Robinson
NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$	" 29-97-35	W F Martin
NW $\frac{1}{4}$	" 29-97-35	J P Barry
SW $\frac{1}{4}$	" 29-97-35	George A Rossiter
S $\frac{1}{2}$ SE $\frac{1}{4}$	" 29-97-35	Clara Leach
E $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$	" 30-97-35	Peter M Hansen
SW $\frac{1}{2}$ SE $\frac{1}{4}$	" 30-97-35	Reinhold Bernhagen
E $\frac{1}{2}$ NE $\frac{1}{4}$	" 31-97-35	Elizabeth Marble
W $\frac{1}{2}$ NE $\frac{1}{4}$	" 31-97-35	Dina Gerdes
SE $\frac{1}{2}$ NW $\frac{1}{4}$	" 31-97-35	J W Cory
SW $\frac{1}{4}$	" 31-97-35	J N Lawrence
E $\frac{1}{2}$ SE $\frac{1}{4}$	" 31-97-35	Elizabeth Thompson
W $\frac{1}{2}$ SE $\frac{1}{4}$	" 31-97-35	James R Thompson
N $\frac{1}{2}$ NE $\frac{1}{4}$	" 32-97-35	Clara Leach
S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$	" 32-97-35	Aaron W Jones
NW $\frac{1}{4}$	" 32-97-35	Wm Flindt
E $\frac{1}{2}$ SW $\frac{1}{4}$	" 32-97-35	Hollie Lyons Joy
W $\frac{1}{2}$ SW $\frac{1}{4}$	" 32-97-35	O Thompson
N $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$	Section 33-97-35	Joseph Robinson
S $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$	" 33-97-35	Francis M Hall Sr.
NW $\frac{1}{2}$ NW $\frac{1}{4}$	" 33-97-35	S E Burley
SW $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$	" 33-97-35	Jennie Reverts
E $\frac{1}{2}$ SW $\frac{1}{4}$	" 33-97-35	F M Tuttle
S $\frac{1}{2}$ SE $\frac{1}{4}$	" 33-97-35	Anicetus Maurer
Lots 1, 2, 3 and 7	" 34-97-35	T J Debolt
Lot 4	" 34-97-35	John S Blow and G T Harker
Lot 4 and NW $\frac{1}{2}$ SW $\frac{1}{4}$	Section 3-96-35	Joseph Robinson
N $\frac{1}{2}$ NE $\frac{1}{4}$	" 4-96-35	Charles F Willard
S $\frac{1}{2}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$	" 4-96-35	T A and M G Bachelor
N $\frac{1}{2}$ NW $\frac{1}{4}$	" 4-96-35	Lillia B Wischmeyer
N $\frac{1}{2}$ SW $\frac{1}{4}$	" 4-96-35	Ben Lakin
SE $\frac{1}{4}$	" 4-96-35	Joseph Robinson
E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{2}$ SE $\frac{1}{4}$	" 5-96-35	Lillia B Wischmeyer
W $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$	" 5-96-35	Matt Quigley
SW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$	" 5-96-35	J O Davidson
NE $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ & N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	" 6-96-35	B R Warren
N $\frac{1}{2}$ NW $\frac{1}{4}$ & N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$	" 6-96-35	George T Road Jr
S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ & W $\frac{1}{2}$ SW $\frac{1}{4}$	" 6-96-35	Wilbur Gilbraith
S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$	" 6-96-35	Emily A Ingalls
S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	" 6-96-35	J G Duncan
S $\frac{1}{2}$ SE $\frac{1}{4}$	" 6-96-35	Peter Christensen
E $\frac{1}{2}$ NE $\frac{1}{4}$	" 7-96-35	John Flack
W $\frac{1}{2}$ NE $\frac{1}{4}$	" 7-96-35	Peter Christensen
N $\frac{1}{2}$ NW $\frac{1}{4}$	" 7-96-35	C O Toland
S $\frac{1}{2}$ NW $\frac{1}{4}$ and NE $\frac{1}{2}$ SW $\frac{1}{4}$	" 7-96-35	Frank Smith
S $\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{2}$ SW $\frac{1}{4}$	" 7-96-35	Alice Smith
SE $\frac{1}{4}$	" 7-96-35	Jessie C Smith
NW $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{2}$ NW $\frac{1}{4}$	" 8-96-35	J H Lawrence
W $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$	" 8-96-35	C O Toland
NW $\frac{1}{2}$ NW $\frac{1}{4}$	" 17-96-35	F M Tuttle
N $\frac{1}{2}$ NE $\frac{1}{4}$	" 18-96-35	William Kenderdino
NE $\frac{1}{2}$ NW $\frac{1}{4}$	" 18-96-35	T C Fink
NW $\frac{1}{2}$ NW $\frac{1}{4}$	" 18-96-35	C W Culver

E $\frac{1}{4}$	Section 1-96-35	Emily Ingalls
NW $\frac{1}{4}$	" 1-96-35	Clara Stucky
N $\frac{1}{2}$ SW $\frac{1}{4}$	" 1-96-35	Jessie Weber
S $\frac{1}{2}$ SW $\frac{1}{4}$	" 1-96-35	Cora Weber
NE $\frac{1}{4}$	" 12-96-35	Alfred Pearson
E $\frac{1}{2}$ NW $\frac{1}{4}$	" 12-96-35	Catherine Bradford
NE $\frac{1}{4}$ SW $\frac{1}{4}$	" 12-96-35	Charles P Walker
N $\frac{1}{2}$ SE $\frac{1}{4}$	" 12-96-35	Hans Kolding
S $\frac{1}{2}$ SE $\frac{1}{4}$	" 12-96-35	Robert O'Clair

LAND APPROPRIATED FOR THE CONSTRUCTION OF OPEN DITCH

Description	Section	Owner	Length	Acres
NW $\frac{1}{4}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$	7-96-35	Alice Smith	2600'	8.94
NE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ NW $\frac{1}{4}$	7-96-35	Frank Smith	1883	6.48
W $\frac{1}{2}$ NE $\frac{1}{4}$	7-96-35	Peter Christensen	2290'	7.90
S $\frac{1}{2}$ SE $\frac{1}{4}$	6-96-35	Peter Christensen	1290	4.44
NW $\frac{1}{4}$ SE $\frac{1}{4}$ & W $\frac{1}{2}$ NE $\frac{1}{4}$	6-96-35	B R Warran	3610	12.42
W $\frac{1}{2}$ SE $\frac{1}{4}$	31-97-35	James R Thompson	1920 Full width	
			1400 Half "	9.01
E $\frac{1}{2}$ SW $\frac{1}{4}$	31-97-35	J N Lawrence	1400 Half "	2.41
SW $\frac{1}{4}$ NE $\frac{1}{4}$	31-97-35	Dina Gordes	355	1.22
SE $\frac{1}{4}$ NE $\frac{1}{4}$	31-97-35	Elizabeth Marble	1645	5.66
NW $\frac{1}{4}$	32-97-35	Wm Flindt	2647	9.11
S $\frac{1}{2}$ NE $\frac{1}{4}$	32-97-35	Aaron W Jones	2653 Half width	4.56
N $\frac{1}{2}$ NE $\frac{1}{4}$	32-97-35	Clara Leach	2653 Half "	
			580 Full "	6.56
NW $\frac{1}{4}$ NW $\frac{1}{4}$	33-97-35	S E Burley	1039	3.57
SW $\frac{1}{4}$ SW $\frac{1}{4}$	28-97-35	J K Sheple	1426	4.90
NE $\frac{1}{4}$ SW $\frac{1}{4}$	28-97-35	F A Malcomb	1424	4.90
SE $\frac{1}{4}$ NW $\frac{1}{4}$	28-97-35	J K Sheple	1239	4.26
S $\frac{1}{2}$ NE $\frac{1}{4}$	28-97-35	J G Platt	2748	9.48
NW $\frac{1}{4}$ & Lots 2 & 5	27-97-35	D Mulholland	5546	19.08
		Total Acres		124.87

150' Row

SCHEDULE OF OPEN WORK AND ESTIMATE OF COST

Location	Length	Bottom Width	Cu Yards	Cost
Main	3500'	20 feet	30300	
	1500	16 "	14360	
	31300	12 "	348340	
		Total	393000	\$39300.00

SCHEDULE OF LABOR AND MATERIAL AND ESTIMATE OF COST

Location	Length	Size	Labor	Tile	Haul	Total Cost
7 Branch	600'	18"	\$ 78	\$150	\$11	
	600	14	72	120	11	
	2000	10	180	190	19	
	700	8	77	42	5	
	700	6	63	32	3	
Outlet - \$105			470	534	49	\$1158.00
7-32 Branch	800	8	96	48	5	
	200	6	12	9	1	
			108	57	6	171.00
7-32-7 North	1100	7	110	55	6	171.00
7-32-7 South	200	6	14	9	2	25.00
7-38 North	500	6	30	23	2	55.00
7-38 South	600	6	36	27	2	65.00
7-38-3 Br	500	6	30	23	2	55.00

DRAINAGE DISTRICT NO. 37

MAYE PARSONS & SONS CO., WATERLOO, IOWA 1904

20 Branch	400	20	116	198	17	
	700	16	161	193	22	
	3000	18	600	1125	105	
	1400	16	490	385	43	
	1400	14	462	280	34	
	800	10	144	76	12	
	400	8	40	24	5	
Outlet - \$155			2013	2281	238	4687.00
20-17 Bra.	300	6	21	14	2	37.00
20-18 Bra.	125	6	8	6	1	15.00
20-41 Bra.	1000	10	100	95	15	
	1000	8	90	60	10	
	800	6	42	27	3	
			232	172	28	432.00
20-41-10	800	6	56	36	5	97.00
20-49 Br	300	6	21	14	2	37.00
20-69 Br	500	10	50	48	8	
	900	8	63	54	9	
	220	6	11	10	1	
			124	112	15	254.00
20-69-6	410	6	21	19	2	42.00
Location	Length	Size	Labor	Tile	Haul	Total Cost
59 Branch	100'	10"	\$ 15	\$10	\$ 2	
	1200	8	84	72	12	
	1200	10	132	114	17	
	200	8	39	18	3	
	600	6	54	27	3	
Outlet - \$90			324	241	37	\$692.00
59-24 North	600	6	42	27	3	72.00
59-24 South	1300	6	91	59	8	158.00
67 Branch	750	8	53	45	8	
					Outlet - \$70.00	176.00
72 Branch	720	14	116	144	18	
					Outlet - \$105.00	383.00
89 Branch	350'	8	25	21	5	
					Outlet - \$70.00	121.00
103 Branch	300	16	90	83	13	
	4400	14	2024	880	140	
		Outlet - \$105	2114	963	153	3335.00
114 Branch	200	6	16	9	2	
					Outlet - \$70.00	97.00
159 Branch	400	8	44	24	6	
	460	6	28	21	5	
		Outlet - \$70	72	45	11	198.00
170 Branch	1000	6	60	45	7	
					Outlet - \$70.00	182.00
171 Branch	1700	26	748	1581	214	
	800	22	264	484	70	
	2400	24	1056	1716	263	
	2600	22	806	1573	273	
	1800	20	540	891	182	
	1600	16	368	440	111	
	2600	12	338	338	115	
	700	10	84	67	25	
	600	8	54	36	15	
	500	6	35	23	8	
Outlet - \$220.00			4293	7149	1278	12938.00
171-13 Bra.	420	6	26	19	4	49.00

Location	Length	Size	Labor	Tile	Haul	Total Cost
171-16 Bra.	700 2200 900 1500	8 10 8 6	53 220 63 90 <u>436</u>	42 209 54 68 <u>373</u>	11 53 14 14 <u>92</u>	901.00
171-16-1 Bra.	485	6"	\$ 24	\$ 22	\$ 6	\$ 52.00
171-16-9 Bra	700	6	42	32	7	81.00
171-87 Branch	1400 200	10 6	154 12 <u>166</u>	133 9 <u>142</u>	40 2 <u>42</u>	350.00
171-87-9 Bra	100	6	8	5	2	15.00
171-88 Branch	1100 560	8 6	121 45 <u>166</u>	66 26 <u>92</u>	25 8 <u>33</u>	291.00
171-88-11 Bra.	310	6	22	14	5	41.00
171-92 Branch	2800 700 1000	12 10 8	448 112 80 <u>640</u>	364 67 60 <u>491</u>	228 25 23 <u>276</u>	1407.00
171-92-18 Bra.	200	6	14	9	3	26.00
171-92-28 Bra.	500	8	35	30	13	78.00
171-92-31 Bra	350	6	28	16	4	48.00
171-92-35 Bra	400	6	36	18	5	59.00
171-148 Bra	1100	6	110	50	15	175.00
171-148 Bra	100	6	7	5	3	15.00
198 Branch	400 1800 650 Outlet-\$90.00	10 12 10	36 270 78 <u>384</u>	38 234 68 <u>334</u>	11 56 16 <u>83</u>	891.00
198-17 East Br	900	6	54	41	16	111.00
198-17 West Br	600	6	48	27	6	81.00
198-22 Bra.	900	6	63	41	9	113.00
216 Branch	1300 1200 400 Outlet-\$90.00	12 8 6	260 96 36 <u>392</u>	169 72 18 <u>258</u>	48 23 5 <u>76</u>	817.00
216-12 Bra	1300	6	104	59	15	178.00
216-12-12 Bra	100	6	5	5	2	12.00
216-15 East Br	500	6	25	23	7	55.00
216-15 West Br	400	6	20	18	5	43.00
223 Branch	500 530 Outlet-\$105	16" 12	140 69 <u>209</u>	138 69 <u>207</u>	30 21 <u>51</u>	572.00
228 Branch	1000 Outlet-\$70.00	6	70	45	11	196.00
229 Branch	100 Outlet-\$50	6	5	5	2	62.00

DRAINAGE DISTRICT NO. 37

BENTLEY & BROS CO., WATERLOO, IOWA 1901

236 Branch	3400	22	3284	2244	400	
	1400	20	1330	770	125	
	2500	18	1125	1000	190	
	600	16	138	165	35	
	1000	14	170	200	40	
	1300	10	195	1241	32	
	630	6	51	29	7	
Outlet-\$155			3273	4532	529	11789.00
236-1 Bra.	850	8	85	51	17	153.00
236-34 Bra	900	8	108	54	17	
	720	6	51	33	9	
			159	87	26	272.00
236-34-9 Bra	320	6	20	15	5	40.00
236-72 Bra	1200	10	216	114	34	
	500	8	55	30	11	
	300	6	15	14	5	
			286	158	50	494.00
236-72-11 Bra	800	6	64	36	9	109.00
238-75 Bra	700	12	98	91	23	
	1600	10	176	152	38	
	800	6	36	27	6	
			310	270	67	647.00
236-73-23 Bra	900	6	54	41	9	104.00
236-81 Bra	800	8	64	48	13	125.00
236-88 Bra	300	6	18	14	3	35.00
236-91 Bra	700	8	56	42	11	109.00
239 East Br	1000	6	60	45	11	186.00
Outlet-\$70.00						
239 West Br	200	8	18	12	3	
	500	6	35	23	7	
Outlet-\$70.00			53	35	12	170.00
244 Branch	1200	14	288	240	59	
	2500	12	400	325	93	
	300	10	33	29	9	
	700	8	77	42	13	
Outlet-105.00			798	636	174	1713.00
244-12 Bra	550	6	33	25	7	65.00
244-12-3 Bra	700	6	42	32	9	83.00
244-24 Bra	500	8	40	30	11	
	200	6	12	9	2	
			52	39	13	104.00
244-24-5 Bra	800	6	48	36	9	93.00
244-38 Bra	600	8	42	36	13	91.00
244-40 Branch	850	6	60	39	11	110.00
275 Branch	1100	15	308	275	66	
	1600	14	368	320	91	
Outlet-\$105.00			676	595	157	1533.00
293 Branch	1800	14	414	360	115	
	300	10	27	29	12	
Outlet-\$105.00			441	389	127	1062.00
293-18 Bra	1045	10	115	100	40	255.00
298 Branch	1500	12	300	195	66	
	615	10	111	59	22	
Outlet-\$105.00			411	254	88	858.00
298-15 Bra	250	6	20	12	5	37.00
298-20 Bra	900	6	63	41	13	117.00
322 Branch	2100	16	735	578	147	
	1100	14	105	220	62	
	1000	12	170	139	44	
	1600	10	208	152	54	
	700	6	49	32	10	
Outlet-\$105.00			1327	1112	317	2261.00

DRAINAGE DISTRICT NO. 27

12

Location	Length	Size	Labor	Tile	Haul	Total Cost
322-21 Bra	1200	10	\$120	114	40	
	800	8	64	48	17	
	300	6	21	14	5	
			205	176	62	443.00
322-22 Bra	850	10	68	81	30	179.00
322-55 Bra	200	6	16	9	3	28.00
Labor			\$27918.00	Tile & Haul		\$28324.00
				Total		\$56237.00

SUMMATION SHEET

Section	Est Cost	Section	Est Cost
1	\$39300	14	1105
2	1700	15	57
3	8601	16	196
4	928	17	62
5	176	18	13877
6	383	19	186
7	121	20	170
8	3325	21	2250
9	97	22	1533
10	198	23	1317
11	182	24	1012
12	16526	25	3511
13	1196	26	700

Section 1 Open Ditch:

Location	Length	Size	Max Cut	Av. Cut	Cu. yds.
0-35	3500'	20' Bottom	11.80	7.40	30300
35-50	1500'	16' "	10.00	8.80	14360
50-353 and 1000' cross ditch					
	313000'	12' "	16.80	10.70	348340
					393000 Cu. yds.

393000 cu. yds at 10c = \$39300

Section 26 Bulk-heads

353 Bulk-head	50 yds.	reinforced concrete at \$10	= \$500
123 "	20 "	" " "	= 200
			\$700

Tile outlets into open ditch to be corrugated pipe extending back thru waste bank large enough to carry overflow water and provided with inlet at back end for admission of overflow.

Cost Totals.

Open Ditch	\$39300
Tile & Haul	28324
Labor	27913
Bulk-heads	700
<hr/>	
Contingent 5%	4763
	\$51000

Total Estimated Cost

Respectfully submitted:

Dated:
Dec 29, 1916

Floyd Campbell
Engineer.

Filed Dec 29, 1916
A W Chamberlain
County Auditor
Clay County

DRAINAGE DISTRICT NO. 37

WATTS FERRIS & SONS CO., WATERLOO, IOWA 1904

Auditors Office Dec 29-1916

The engineer on drainage district No. 37 filed his report, map and profile recommending the establishment of said district and a motion was made and carried that the report of the engineer be adopted and the county auditor be authorized to give notice of hearing as required by law the date of hearing on establishment to be Feb. 20th 1917 at 10.30 A. M.

PROOF OF PUBLICATION.

State of Iowa)
County of Clay) ss.

I, F. W. Randall of the said county being duly sworn, state that I am a member of the firm of Randall, McKee & Co., publishers and proprietors of the Spencer Reporter, a weekly newspaper printed and published at Spencer in said county, and that the annexed printed notice was regularly published in said newspaper for two consecutive weeks commencing on Jan. 24 1917 and ending on Jan. 31, 1917.

F. W. Randall

Subscribed and sworn to before me by the said F. W. Randall at Spencer in said county, this 10th day of February A. D. 1917.

P. R. Graham

P. R. Graham Notary Public.
Iowa
Notarial Seal.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.
INTHE MATTER OF THE DRAINAGE DISTRICT
NUMBER THIRTY-SEVEN OF CLAY COUNTY IOWA.

OBJECTIONS TO ESTABLISHMENT OF DRAINAGE DISTRICT.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, th that he is the owner of the Northwest quarter of Section No. Thirty-two in Township No. Ninety-seven North of Range thirty-five, west of the 6th P. M. Clay County, Iowa, containing two hundred ¹⁻⁰ acres, which land it is proposed to be included in Drainage District No. thirty-seven.

The undersigned further states the following objections to the establishment and construction of said proposed improvement as contemplated in the report of the engineer:
1. Because no good and sufficient bond was filed, as required by law, by the parties petitioning for said drainage district.

2. Because the plan and report of the engineer is not based upon the petition heretofore filed in the office of the Auditor of Clay County, Iowa, and the boundaries of said proposed district as described in said petition and report of commissioner do not conform to the boundaries in the report of said engineer.

3. Because the damages to be awarded are excessive.

4. Because the cost of construction, together with the damages awarded, constitute a greater burden than should be borne by the land benefitted in said district.

5. Because such an improvement will be of no public benefit.

6. Because said improvement will not be conducive to public health, convenience and welfare.

7. Because the land of the undersigned is already well and sufficiently drained and tiled and the said drainage improvement is not needed, and the costs thereof are excessive and out of proportion to the benefits derived by said land.

Wherefore, this objector prays that the said drainage district be not established and that if the same is established that the land of this objector be not included.

Wm. Flindt.

Filed Jan. 24, 1917

A. W. Chamberlain, County Auditor, Clay County.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.

IN THE MATTER OF DRAINAGE DISTRICT)

NO THIRTY-SEVEN OF CLAY COUNTY IOWA.)

OBJECTIONS TO ESTABLISHMENT OF DRAINAGE DISTRICT.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that he is the owner of a part of the Northwest quarter of section six in township ninety-six, North, Range Thirty-five West of the 5th P. M. Clay County, Iowa, containing 116 acres, which land it is proposed to be included in District No. Thirty-seven.

The undersigned further states the following objections to the establishment and construction of said proposed improvement as contemplated in the report of the engineer.

1. Because no good and sufficient bond was filed as required by law by the parties petitioning for the said drainage district.

2. Because the plan and report of the engineer is not based upon the petition heretofore filed in the office of the Auditor of Clay County, Iowa, and the boundaries of said proposed district as described in said petition and report of commissioner do not conform to the boundaries in the report of said engineer.

3. Because the damages to be awarded are excessive.

4. Because the cost of construction, together with the damages awarded constitute a greater burden than should be borne by the land benefitted in said district.

5. Because such an improvement will be of no public benefit.

6. Because said improvement will not be conducive to public health, convenience and welfare.

7. Because the land of the undersigned is already well and sufficiently drained, and the said drainage improvement is not needed, and the costs thereof are excessive and out of proportion to the benefits derived by said land.

DRAINAGE DISTRICT NO. 37

Wherefore this objector prays that the said Drainage District be not established and that if the same is established that the land of this objector be not included therein.

George Reed Jr.

By Buck & Kirkpatrick
his Attorneys.

Filed Feb. 19, 1917

A. W. Chamberlain, County Auditor, Clay County.

Dickens, Iowa.
Feb. 19, 1917.

My objections to the establishing of drainage dist. No. 37.

1. I would not receive any benefit.
2. It would be a damage to me because our outlet is some 700 ft. from the creek with plenty of fall so it will not clog up.
on the other hand if it is tiled to the ditch when the ditch fill a little the tile is filled destroying the outlet so it certainly is a damage.
3. It would be a burdensome tax with no benefits in return.
4. Why should we pay for the drainage of the swamp land up near the lake when we have all the drainage we need. We men at this lower end of the dist. looked out for the drainage of our land at the time we bought. So why should we pay for the draining of wet land which had no outlet?

J. O. Davison
Dickens, Ia.

Filed Feb. 19, 1917

A. W. Chamberlain, County Auditor, Clay County.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.
 IN THE MATTER OF DRAINAGE DISTRICT) OBJECTIONS TO THE ESTABLISHMENT OF
 NO. THIRTY-SEVEN OF CLAY COUNTY IOWA.) DRAINAGE DISTRICT.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that for several years he has been the owner of the Northwest quarter and Lots One, Two and Five in Section No. Twenty-seven, township No. Ninety-seven North, Range No. thirty-five West of the 5th P. M. Clay County, Iowa, containing three hundred five acres, more or less, according to United States Government survey. That he has contracted in writing to sell said land to Martin C. Hansen of Palo Alto County, Iowa, the said contract to be closed on March 1, 1917; that if the undersigned does not now have the legal title to said land, and the same has passed absolutely to the said Martin C. Hansen by said contract, then the undersigned will make no claim for damages herein, and no objections to the establishment of said District.

If said contract shall not be closed and the title passed to said Hansen as proposed, then he makes the following objections to the establishment of said proposed improvement as contemplated in the report of the engineer.

1. Because no good and sufficient bond was filed as required by law by the parties petitioning for said Drainage District.
2. Because the plan and report of the engineer is not based upon the petition heretofore filed in the office of the Auditor of Clay County, Iowa, and the boundaries of said proposed district as described in said petition and report of commissioner do not conform to the

boundaries in the report of said engineer.

- 3. Because the damages to be awarded are excessive.
- 4. Because the cost of construction, together with the damages awarded, constitute a greater burden than should be borne by the land benefited in said district.
- 5. Because such improvement will be of no public benefit.
- 6. Because said improvement will not be conducive to public health, convenience and welfare.
- 7. Because all the north portion of said farm is now well drained and can be drained and tiled under present conditions and the said drainage improvement is not needed therefor.
- 8. That the costs of said improvement are excessive as compared with the land benefited, only the south portion of said farm being benefited, and said costs are out of proportion to the benefits to be derived.
- 9. That the said drain as proposed cuts the land diagonally across said farm and puts some of the fields into two parts, and that the location of said drain is impractical and of serious damage to said farm.
- 10. That if said drain could be laid along the south boundary line of the said farm the undersigned would have no claim for damages and the drainage ditch could be so located without much additional expense.

Wherefore, the undersigned objects to the establishment of said drainage district; but if the Board of Supervisors of said County determine to establish the said district, then he asks that the same be located along the south boundary line of his said farm.

D. Mulholland.

Filed Feb. 19, 1917.

A. W. Chamberlain, County Auditor, Clay County.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.

IN THE MATTER OF DRAINAGE DISTRICT) OBJECTIONS TO THE ESTABLISHMENT
 NO. THIRTY-seven OF CLAY COUNTY IOWA.) OF DRAINAGE DISTRICT.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that he is the owner of the northwest quarter and Lots One, Two and Five in section No. Twenty-seven, township No. Ninety-seven, North, Range No. Thirty-five west of the 5th P. M., Clay County, Iowa, containing three hundred five acres, more or less according to United States Government Survey.

The undersigned further states that he makes the following objections to the establishment and construction of said proposed improvement as contemplated in the report of the Engineer.

- 1. Because no good and sufficient bond was filed as required by law by the parties petitioning for said Drainage District.
- 2. Because the plan and report of the engineer is not based upon the petition heretofore filed in the office of the auditor of Clay County, Iowa, and the boundaries of said proposed district as described in said petition and report of commissioner do not conform to the boundaries in the report of said engineer.
- 3. Because the damages to be awarded are excessive.
- 4. Because the cost of construction, together with the damages awarded, constitute a greater burden than should be borne by the land benefited in said district.
- 5. Because such improvement will be of no public benefit.

DRAINAGE DISTRICT NO. 37

HEWY PARKSOTT & SONS CO., WYVERNHO, IOWA 1917

- 6. Because said improvement will not be conducive to public health, convenience and welfare.
- 7. Because all the north portion of said farm is now well drained and can be drained and tiled under present conditions and the said drainage improvement is not needed therefor.
- 8. That the costs of said improvement are excessive as compared with the land benefited, only the south portion of said farm being benefited, and said costs are out of proportion to the benefits to be derived.
- 9. That the said drain as proposed cuts the land diagonally across said farm and cuts some of the fields into two parts, and that the location of said drain is impractical and of serious damage to said farm.
- 10. That if said drain could be laid along the south boundary line of the said farm the damages thereto would be greatly diminished and the drainage ditch could be so located without much additional expense.

Wherefore, the undersigned objects to the establishment of said drainage district; but if the Board of Supervisors of said county determine to establish the said district, then he asks that the same be located along the south boundary line of his said farm.

Martin C. Hansen.

Filed Feb. 19, 1917.

A. W. Chamberlain, County Auditor, Clay County.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.

IN THE MATTER OF THE DRAINAGE DISTRICT
NO. THIRTY-SEVEN OF CLAY COUNTY IOWA

OBJECTIONS TO ESTABLISHMENT
OF DRAINAGE DISTRICT.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that he is the owner of the South Half of the Northwest quarter and the Southwest Quarter of Section Seven in Township Ninety-six North, Range Thirty-five West of the 5th P. M. Clay County, Iowa, containing two hundred forty acres, which land it is proposed to be included in Drainage District Number Thirty-seven.

The undersigned further states the following objections to the establishment and construction of said proposed improvement as contemplated in the report of the engineer.

- 1. Because no good and sufficient bond was filed as required by law by the parties petitioning for the said drainage district.
- 2. Because the plan and report of the engineer is not based upon the petition heretofore filed in the office of the Auditor of Clay County, Iowa, and the boundaries of said proposed district as described in said petition and report of commissioner do not conform to the boundaries in the report of said engineer.
- 3. Because the damages to be awarded are excessive.
- 4. Because the cost of construction, together with the damages awarded constitute a greater burden than should be borne by the land benefited in said district.
- 5. Because such an improvement will be of no public benefit.
- 6. Because said improvement will not be conducive to public health, convenience and welfare.
- 7. Because the land of the undersigned is already well and sufficiently drained, and the said drainage improvement is not needed, and the costs thereof are excessive and out of proportion to the benefits derived by said land.

Wherefore the objector prays that the said drainage district be not established and that if the same is established that the land of this objector be not included therein.

Frank Smith.

Filed Feb. 19, 1917.

A. W. Chamberlain, County Auditor, Clay County.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.

IN THE MATTER OF THE DRAINAGE DISTRICT)

NO. THIRTY-SEVEN OF CLAY COUNTY IOWA.)

OBJECTIONS TO ESTABLISHMENT OF DRAINAGE DISTRICT.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that he is the owner of the South half of the Southeast quarter of section six and the west half of the northeast quarter of section seven all in township ninety-six north, range thirty-five west of the 5th P. M. Clay County, Iowa, containing 160 acres, which land it is proposed to be included in Drainage District No. thirty-seven.

The undersigned further states the following objections to the establishment and construction of said proposed improvement as contemplated in the report of the engineer.

1. Because no good and sufficient bond was filed as required by law by the parties petitioning for the said drainage district.
2. Because the plan and report of the engineer is not based upon the petition heretofore filed in the office of the Auditor of Clay County, Iowa, and the boundaries of said proposed district as described in said petition and report of commissioner do not conform to the boundaries in the report of said engineer.
3. Because the damages to be awarded are excessive.
4. Because the cost of construction, together with the damages awarded constitute a greater burden than should be borne by the land benefited in said district.
5. Because such an improvement will be of no public benefit.
6. Because said improvement will not be conducive to public health, convenience and welfare.
7. Because the land of the undersigned is already well and sufficiently drained, and the said drainage improvement is not needed, and the costs thereof are excessive and out of proportion to the benefits derived by said land.

Wherefore this objector prays that the said Drainage District be not established and that if the same is established that the land of this objector be not included therein.

Peter Christenson.

By Buok & Kirkpatrick
his Attorney.

Filed Feb. 19, 1917.

A. W. Chamberlain, County Auditor, Clay County.

DRAINAGE DISTRICT NO. 37

WATT FERRIS & SONS CO., WATERLOO, IOWA 1001

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.
IN THE MATTER OF THE DRAINAGE DISTRICT)
NO THIRTY-SEVEN OF CLAY COUNTY IOWA.)

OBJECTIONS TO ESTABLISHMENT OF DRAINAGE DISTRICT.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that he is the owner of the Northeast quarter and of a part of the North half of the Southeast quarter of section six in township ninety-six north, range thirty-five, west of the 5th P.M. Clay County, Iowa, containing 204 acres, which land it is proposed to be included in Drainage District No. thirty-seven.

The undersigned further states the following objections to the establishment and construction of said proposed improvement as contemplated in the report of the engineer.

1. Because no good and sufficient bond was filed as required by law by the parties petitioning for the said drainage district.
2. Because the plan and report of the engineer is not based upon the petition heretofore filed in the office of the Auditor of Clay County, Iowa, and the boundaries of said proposed district as described in said petition and report of commissioner do not conform to the boundaries in the report of said engineer.
3. Because the damages to be awarded are excessive.
4. Because the cost of construction, together with the damages awarded constitute a greater burden than should be borne by the land benefited in said district.
5. Because such an improvement will be of no public benefit.
6. Because said improvement will not be conducive to public health, convenience and welfare.
7. Because the land of the undersigned is already well and sufficiently drained, and the said drainage improvement is not needed, and the costs thereof are excessive and out of proportion to the benefits derived by said land.

Wherefore this objector prays that the said Drainage District be not established and that if the same is established that the land of this objector be not included therein.

B. R. Warren.

By Buck & Kirkpatrick
his Attorneys.

Filed Feb. 19, 1917

A. W. Chamberlain, County Auditor, Clay County.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.
IN THE MATTER OF THE DRAINAGE DISTRICT)
NO. THIRTY-SEVEN OF CLAY COUNTY IOWA.)

OBJECTIONS TO ESTABLISHMENT OF DRAINAGE DISTRICT.

COMES NOW THE UNDERSIGNED AND STATES TO THE BOARD of Supervisors of Clay County, Iowa, that he is the owner of Lots Nos. six and seven in section No. seventeen and the east half of the southwest quarter of section No. thirty-three all in township ninety-seven north, range No. thirty-five, west of the 5th P. M. and the Northwest quarter of the northwest quarter of section No. seventeen in township No. ninety-six north, range no. thirty-five, west of the 5th P. M. Clay County, Iowa, which land it is proposed to be included in Drainage District Number thirty-seven.

The undersigned states the following objections to the establishment and construction of said proposed improvement as contemplated in the report of the engineer.

1. Because no good and sufficient bond was filed as required by law, by the parties petitioning for said drainage district.
2. Because the plan and report of the engineer is not based upon the petition heretofore filed in the office of the Auditor of Clay County, Iowa, and the boundaries of said proposed district as described in said petition and report of commissioner do not conform to the boundaries in the report of said engineer.
3. Because the damages to be awarded are excessive.
4. Because the cost of construction, together with the damages awarded, constitute a greater burden than should be borne by the land benefited in said district.
5. Because such improvement will be of no public benefit.
6. Because said improvement will not be conducive to public health, convenience and welfare.
7. Because the land of the undersigned is already well and sufficiently drained and tiled and the said drainage improvement is not needed, and the costs thereof are excessive and out of proportion to the benefits derived by said land.

The undersigned also makes the following special objections:

a. As to Lot 6 in section 17:

He objects to this lot being included in the Drainage District for he has a sufficient outlet to the west, and there is no tile and no outlet to the east of this lot, and the said drainage improvement is not needed so far as this lot is concerned and there is no reason why the lot should be included in said drainage district.

b. As to Lot 7 in section 17:

He has a sufficient outlet to the west on his own land and there is no tile and no outlet to the east and there will be no outlet and tile to the east, and he objects to this lot being included in said drainage district because the same can all be drained to the west with an outlet on his own land, and by leaving the said lot out of the district will be no damage or inconvenience to anyone.

c. As to the east half of the southwest quarter of section 33:

Same objections as heretofore made and further that this land is on the top of the water shed and there is no tile shown to the west where the outlet is needed the most, and it will be of no benefit to this objector to include said land in the drainage district and he asks that the same be left out for the reason that by leaving the land out there will be no damage or inconvenience to anyone. He further says that he has sufficient drainage with an outlet which is already paid for, and he is unable to state whether the said outlet will be sufficient or not to drain his land. If this tract of land is kept in the district then he asks that he be furnished with a good and sufficient outlet.

d. As to the Northwest quarter of the Northwest quarter of section 17-96-35:

This is high and dry land and needs no drainage, in fact is too dry. It is on top of the divide and has sufficient outlet. To include same in the district would be of no benefit or convenience to anyone.

There are other lands along the south side of this proposed district which logically should be included and which lands are now included in the petition for drainage district No. Fifty-five and that the said District No. Fifty-five should be settled and established before Drainage District No. Thirty-seven is settled and established.

WATT PARSONS & SONS CO., WATERLOO, IOWA 50401

Wherefore this objector prays that the said Drainage District be not established, and that if the same is established that the lands of this objector be not included therein, and that the east half of the southwest quarter of section thirty-three is included in said drainage district, then this objector asks that the be furnished with a good and sufficient outlet to drain said land.

F. W. Tuttle

Filed Feb. 13, 1917

A. W. Chamberlain, County Auditor, Clay County.

TO THE HONORABLE BOARD OF SUPERVISORS IN AND FOR CLAY COUNTY IOWA.
IN THE MATTER OF THE ESTABLISHMENT
OF DRAINAGE DISTRICT #37.

Comes now Mrs. E. A. Ingalls and states to the Honorable Board as follows, to-wit:

That she is the owner of the east half of the south west quarter, and the south 18 acres of the east half of the north west quarter of section 6 in township 96 range 35 which is included in the said proposed drainage district, and that she objects to the said described land being included in said district, should the Board conclude to establish the same, for the reason that said land is already thoroughly tiled, and that she has good and sufficient outlets, for all the surplus water on said premises, and that the establishment of said district aforesaid will be of no benefit to her, and will not increase the efficiency of said land for farming purposes.

Wherefore she asks that is said drainage district shall be established that the said described premises be not included therein.

Mrs. E. A. Ingalls

Filed Feb. 19, 1917

A. W. Chamberlain, County Auditor, Clay County.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.
IN THE MATTER OF THE DRAINAGE DISTRICT
NO. THIRTY-SEVEN OF CLAY COUNTY IOWA.

CLAIM FOR DAMAGES.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that he is the owner of the south half of the northwest quarter and the southwest quarter of section seven, township Ninety-six North, Range thirty-five west of the 5th P. M. Clay County, Iowa, which said land is proposed to be included in Drainage District No. thirty-seven. The undersigned claims as damages because of the establishment of said Drainage District and construction of said drainage ditch across his said land the sum of six thousand five hundred dollars, and the construction and perpetual maintenance of a bridge across said ditch, the said damages being apportioned as follows:

South half of northwest quarter of section seven,	\$500.00
North half of south west quarter of section seven,	3000.00
South half of southwest quarter of section seven	3000.00

He respectfully calls the attention of the Board of Supervisors to the following elements of damage:

1. The construction and perpetual maintenance of, at least, one substantial bridge, if not more, across said ditch.
2. The cost of construction and perpetual maintenance of a woven wire fence along and upon

3. The value of the land taken by the ditch, the berm and the waste bank.
4. The destruction of the watering places now on said farm and the prevention of the use of living water in the pasture because of the construction of said ditch.
5. The unsightliness caused by the said ditch, berm and waste bank across said farm.
6. The depreciation in the actual market value of said farm because of the construction of a said ditch and the berm and waste bank resulting therefrom.
7. The expense of keeping the said berm and waste bank free and clear of offensive weeds and growths thereon.
8. Each and all and every element of damage not herein specifically set forth which is occasioned by the construction and maintenance of said ditch across the said land.

Wherefore this claimant asks that he be allowed the full sum of Six thousand five hundred dollars as damages because of the construction and maintenance of said drainage ditch across his said land.

Frank Smith
Claimant.

Filed Feb. 19, 1917

A. W. Chamberlain, County Auditor, Clay County.

CLAIM FOR DAMAGES.

Spencer Iowa, February 12th 1917.

TO THE HONORABLE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA.

GENTLEMEN:

I hereby notify your honorable body that I claim damages in the sum of Six thousand dollars by reason of a proposed county drain petitioned for by Z. C. Platt et al and others, in what is known and designated as Drainage District No. thirty-seven

Said Drain being surveyed across the north half section 6 and the west half of section 7 all in township 96 North range 35 west of the 5th P. M. the same being my property .

Peter Christensen

Dated February 12th 1917.

Filed Feb. 13, 1917

A. W. Chamberlain, County Auditor, Clay County

CLAIM FOR DAMAGES.

Spencer, Iowa February 12th 1917.

TO THE HONORABLE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.

GENTLEMEN:

I hereby notify your honorable body that I claim damages in the sum of six thousand dollars by reason of a proposed County Drain petitioned for by Z. C. Platt et al and others, in what is known and designated as Drainage District No. Thirty-seven

Said Drain being surveyed across the northeast quarter of section 6, and part of the north half of the southeast quarter of section six township ninety six range thirty-seven (204 acres) the same being my property.

Dated February 12th 1917

Filed Feb. 13, 1917. A. W. Chamberlain County Auditor, Clay County.

B. R. Warren;

DRAINAGE DISTRICT NO. 37

WATKINS & BIRD CO., WATKINS, IOWA 1901

CLAIM FOR DAMAGES.

Spencer, Iowa, February 9, 1917

TO THE HONORABLE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA.

GENTLEMEN:

I hereby notify your honorable body that I claim damages in the sum of three thousand dollars by reason of a proposed County Drain petitioned for by Z. C. Platt et al for general damage to the farm and for bridge and fencing and others in what is known and designated as Drainage District No. 37

Said Drain being surveyed across West half southeast section 31 township 97 range 35, the same being my property.

Dated February 9, 1917

James R. Thompson.

Filed Feb. 19, 1917

A. W. Chamberlain, County Auditor, Clay County.

CLAIM FOR DAMAGES.

Spencer, Iowa, February 12th, 1917.

TO THE HONORABLE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA.

GENTLEMEN:

I hereby notify your honorable body that I claim damages in the sum of Five hundred dollars by reason of a proposed county Drain petitioned for by Z. C. Platt et al and others, in what is known and designated as Drainage district No. thirty-seven.

Said Drain being surveyed across the southwest quarter of section thirty-one township ninety-seven range thirty-five, the same being my property.

Dated February 12th 1917,

J. H. Lawrence.

Filed Feb. 13, 1917

A. W. Chamberlain, County Auditor, Clay County.

IN THE MATTER OF THE CLAIM FOR DAMAGES OF DINA GERDES AGAINST DRAINAGE DISTRICT # 37 CLAY COUNTY IOWA.

TO THE HONORABLE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA: DRAINAGE DISTRICT NUMBER 37 CLAY COUNTY IOWA AND A. W. Chamberlain County Auditor, Clay County Iowa.

Comes now Dina Gerdes and states that she is the owner of the southwest quarter of the northeast quarter of section thirty one township ninetyseven range thirty five west of the fifth P. M. Clay County, Iowa.

That the above described land is in drainage district number thirty seven, Clay County Iowa and said Drainage District proposes to construct an open ditch across said land and if the same is constructed this claimant will be required to build about forty three rods of fence maintain a fence across said open ditch where it enters and leaves said land, to build a bridge across said open ditch to connect her two pieces of land out off from each other by said ditch, to level down the waste banks caused by construction of said ditch.

That the construction of said open ditch will greatly and materially damage the whole of her said farm, to wit, the SW 1/4 of NE 1/4 of 31-97-35 Clay County Iowa by lessening its value, taking a part of said land for the construction of said ditch, lessening its rental value and make it harder to rent and sell the same.

That the damages which she claims for the construction and digging of said open ditch across her said land is the sum of Fifteen Hundred (\$1500.00 Dollars)

Wherefore this claimant and owner claims damages by reason of the construction of said open ditch across the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of 31-97-35 Clay County, Iowa in the sum of \$1500.00 and interest at 6% from date of filing this claim until same is paid.

Filed Feb 1, 1917
A W Chamberlain
County Auditor
Clay County

Dina Gerdes
Claimant and Owner

IN THE MATTER OF THE CLAIM FOR DAMAGES
OF ELIZABETH MARBLE ROLLINS AGAINST
DRAINAGE DISTRICT #37 CLAY COUNTY, IOWA.

To the Honorable Board of Supervisors of Clay County, Iowa; Drainage District Number 37, Clay County, Iowa, and A. W. Chamberlain, County Auditor, Clay County, Iowa.

Comes now Elizabeth Marble Rollins and states that she is the owner of the East one half (E $\frac{1}{2}$) of the Northeast quarter of Section Thirty One (31) Township Ninety Seven (97) Range Thirty Five (35) Clay County, Iowa.

That the above described tract of land is included within Drainage District #37 Clay County, Iowa and said Drainage District proposes to construct, dig and maintain an open ditch across said land which cuts diagonally across the said land in about the center, and dividing the said land into two separate parcels of land.

That on the said land is a small ditch or creek and said open ditch does not follow the said Creek but intersects it in several places and this owner and claimant will have two watercourses on said land instead of one and the old channel will fill with water and with no outlet therefor same will become stale and stagnant, will be an additional eye sore and can only be filled in at a great expense and with the two watercourses, namely the open ditch and creek the land will be practically useless for farming and cultivation purposes.

That by reason of the construction of said open ditch this claimant will be required to build one or two bridges across said open ditch, approximately 199 rods of fence, besides building and maintaining a fence across said ditch where it enters and leaves said land.

That the said open ditch when constructed will leave large piles of dirt on each side thereof which are not only unsightly but uncultivable and the same will require being levelled down and the cost thereof will be considerable.

That the construction of the said open ditch as per plan will greatly and materially damage the whole of said described tract of land by lessening its value, taking a considerable portion thereof for the construction of said ditch and taking away the living water, rendering it less fit for cultivation, and considerably lessening its saleable value and desirability for sale.

That the total damages this claimant and owner will suffer by reason of the construction of said open ditch across the said land is the sum of Four Thousand (\$4000.00) Dollars and interest at six per cent on this claim until same is paid from date of filing.

Dated: -February 12th, 1917.

Elizabeth Marble Rollin
Owner and Claimant.

Filed Feb 13 1917
A W Chamberlain
County Auditor
Clay County

DRAINAGE DISTRICT NO. 37

WATKINS & SONS CO., WASHINGTON, IOWA 1901

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.
IN THE MATTER OF THE DRAINAGE DISTRICT
NO THIRTY-SEVEN OF CLAY COUNTY IOWA.

CLAIM FOR DAMAGES.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa that he is the owner of the Northwest quarter of Section No. Thirty-two in Township Ninety seven North, Range Thirty-five, which said land is proposed to be included in Drainage District Number Thirty-seven.

The undersigned claims as damages, because of the establishment of the said drainage district and the construction of the said drainage ditch across his said land, the sum of Twenty-five Dollars per acre as damages therefor or the total sum of Five thousand fifty dollars, and respectfully calls the attention of the Board of Supervisors to the following elements of damages.

1. The construction and perpetual maintenance of at least one substantial bridge, if not more, across said ditch.
2. The cost of the construction and the perpetual maintenance of a woven wire fence along and upon both sides of the said drainage ditch.
3. The value of land taken by the ditch, the burm and the waste bank.
4. The desoruction of the watering places now on said farm and the prevention of the use of living water in the pasture because of the construction of said ditch.
5. The unsightliness caused by the said ditch, burm and waste bank across said farm.
6. The depreciation in the actual market value of said farm because of the construction of said ditch and the burm and waste bank resulting therefrom.
7. Each and all and every element of damage, not herein specifically set forth, which is occasioned by the construction and maintenance of said ditch across the said land.

Wherefore, this claimant asks that he be allowed the full sum of Five thousand fifty dollars as damages because of the construction and maintenance of said drainage ditch across his said land.

Filed Jan 24 1917
A W Chamberlain
County Auditor
Clay County

Wm Flindt.
Claimant.

Iowa Falls, Iowa.
Feb 10 1917

To the Hon Board of Supervisors
Clay County, Iowa.
Gentlemen:-

I hereby file bill for damages for loss of land, bridging and fencing of the open ditch constructed across N $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 32 Twp 95 R 55 Clay County Iowa of \$500.00

Clara Leach

Subscribed and sworn to by Clara Leach this 10 day of February 1917.

Frank D Peet
Notarial Seal
Hardin County, Iowa

Frank D Peet
Notary Public in and for Hardin County Iowa

Filed Feb 12 1917
A W Chamberlain
County Auditor
Clay County

CLAIM FOR DAMAGES

Spencer, Iowa Feb 15 1917

TO THE HONORABLE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA:

Gentlemen:-

I hereby notify your honorable body that I claim damages in the sum of One Thousand DOLLARS by reason of a proposed County Drain petitioned for by Z C Platt et al and others, in what is known and designated as Drainage District No. 37.

Said Drain being surveyed across SE $\frac{1}{4}$ and S $\frac{1}{4}$ NE Section 32, Township 97, Range 35, the same being my property.

Dated Feb 15 1917

A M Jones

Filed Feb 15 1917
A W Chamberlain
County Auditor
Clay County

IN THE MATTER OF THE CLAIM FOR DAMAGES OF MARY C CORY et al AGAINST DRAINAGE DISTRICT #37 CLAY COUNTY, IOWA.

To the Honorable Board of Supervisors of Clay County, Iowa; Drainage District Number 37, Clay County, Iowa and A W Chamberlain, County Auditor, Clay County, Iowa.

Comes now Mary C. Cory, Fanny Burley, Elizabeth E. Burley and John H Burley, heirs at law of S. E. Burley, deceased and J. W. Cory, Jr., and state that they are the owners of the Northwest Quarter of the Northwest Quarter of Section thirty three, Township Ninety seven, north of range thirty five, West of the fifth P. M. Clay County, Iowa (NW $\frac{1}{4}$ of NW $\frac{1}{4}$ -33-97-35) consisting of thirty seven and four tenths acres more or less.

That the above described land is included within Drainage District Number thirty seven, Clay County, Iowa and said Drainage District proposes to construct, dig, and build across the above described land a large open ditch which cuts diagonally across the northwest corner of said land leaving about five acres of said land cut off from the remaining part thereof, and that said portion so cut off is of little value after being cut off by said open ditch from the remaining tract of land;

That by reason of the construction of said open ditch across these claimants land they will be required to build and maintain a bridge across said open ditch so as to join the parcels of land cut off from each other by said open ditch; they will further be required to build and maintain approximately 129 rods of fence.

That the said open ditch will when constructed and dug leave huge piles of dirt on each side thereof which are unsightly and uncultivable and these claimants will be required to level same down and same will cost a considerable sum.

That the construction of said open ditch will greatly and material damage the whole of said described tract of land by lessening its value, taking a considerable portion thereof for the construction of said ditch, rendering it less fit for cultivation, decreasing the rental value thereof and requiring the building and maintaining of a fence across the said ditch where it enters and leaves said land.

That the total damage these claimants and owners will suffer by reason of the construction and digging of said open ditch across the said land is the sum of Two Thousand three Hundred Six and no/100 (\$2306.00) Dollars and interest at six percent from this date until said claim is paid.

Wherefore these claimants and owners, to-wit, Mary C. Cory, Fanny Burley, Elizabeth E. Burley, John Henry Burley and J. W. Cory, Jr., claim damages by reason of the construction

DRAINAGE DISTRICT NO. 37

MARY FARRANT & SON CO., WATERLOO, IOWA 1911

digging of an open ditch across the NW 1/4 of NW 1/4 of 33-97-35 Clay County, Iowa in the sum of (\$2306.00) Two Thousand Three Hundred Six and no/100 Dollars and interest at six per cent from date of filing this claim until the same is paid.

Dated: February 10th 1917.

Filed Feb 10 1917
A W Chamberlain
County Auditor
Clay County

Mary C Cory
Fanny Burley
Elizabeth E Burley
John H Burley
By J. W. Cory & Son, their agents and
Attorneys.
J W Cory Jr.

TO THE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA:

The undersigned claims to be the owner of the NW 1/4 & W 1/2 SW 1/4 of sec 28-97-35
And that the above described land is included in drainage dis No 37. Claimant further states that if the above district is established as proposed he will be damaged in the sum of Twenty one hundred seventy two dollars & 20/100 as follows:

9.16 acres taken by ditch \$120.00 per acre	\$1099.20
248 rods of extra fence	248.00
Maintainin fence	250.00
One bridge	375.00
Damage for cutting off a small tract on B.E. cor NW 1/4	200.00
	<u>\$2172.20</u>

Section 28 Township 97 Range 35

which land a drainage district has been petitioned for by Z C Platt. T J Debolt and others and located by Floyd Campbell, Engineer, and you are hereby notified that in the event of said Drainage District established or located I claim damages in the sum of Twenty one hundred Seventy two 20/100 Dollars.

Filed Feb 14 1917
A W Chamberlain
County Auditor
Clay County

J K Sheplee

Rolfe, Iowa

Feb 13, 1917

To the Honorable Board of Supervisors of Clay County, Iowa.

Sirs:

I hereby claim the following amount in damages on account of the construction of Drainage Ditch No. 37 as contemplated across the E 1/2 of the SW 1/4 of Sec 28 Tp 97 N.R. 35 west of the 5th principal meridian.

For land taken	\$300.00
Extra fencing about 90 rods	120.00
Maintenance of extra fence	200.00
Total	<u>\$620.00</u>

Filed Feb 14 1917
A W Chamberlain
County Auditor
Clay County

F A Malcolm

TO THE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA.

The undersigned claims to be the owner of the NW 1/4 of 28 and part of Lot (1) and submits claims for damages as follows for

for one bridge	375.00
" 948 acres land	948.00
" fence 330 rods	275.00
" maintaining fence	300.00
Indefinitely	<u>1898</u>

Section 28 Township 97 Range 35

which land a drainage district has been petitioned for by Z C Platt and others, and located:

by Floyd Campbell Engineer, and you are hereby notified that in the event of said Drainage District established or located I claim damages in the sum of Eighteen hundred Ninety eight Dollars. \$1898.00

Z C Platt

Filed Feb 14 1917
A W Chamberlain
County Auditor
Clay County

TO THE BOARD OF SUPERVISORS, CLAY COUNTY, IOWA.

Gentlemen:

We, the undersigned land owners who have been included in the notice of Drainage Improvement District No. 37, do hereby remonstrate and protest against the construction of said drainage district, for the reason that the damage to the land to be included in said district will be greater than the benefit derived therefrom. And we state that, with the exception of the land lying near the lake in Lake Township, all of the lands in said district are already sufficiently drained or have ample fall and a good outlet therefor, and as to said lands the said drainage improvement is un-necessary and un-warranted.

Wm Flindt	Spencer, Iowa
Frank Smith	Spencer, Iowa
B R Warren	Dickens, Iowa
J W Cory	Spencer, Iowa
M C Cory	Spencer, Iowa
Fanny Burley	Liverpool, Eng
Lizzie Burley	Do D
J H Burley	Brisbur, Australia
J H Lawrence	Dickens, Iowa
Wilbur Galbraith	Dickens, Iowa
Murray Miller	" "
Tip Pink	" "
O L Stucky	Dickens, Iowa
Jas R Thompson	Spencer, Iowa
Mrs Jessie Smith	Dickens Iowa
Louie Sorenson	Dickens, Iowa
Geo W Rollin	Dickens, Iowa
J O Davidson	Spencer, Iowa
W A Weber	Spencer, Iowa
Cora Weber	Spencer, Iowa
Jessie Weber	Spencer, Iowa
R T Bernhagen	
J G Duncan	
Peter Christenson	
M B Walker by H J Buck Agent	Lohrville Ia
Geo Reed Jr	Spencer, Iowa
F M Tuttle	Spencer, Ia
E A Ingalls	
P M Hanson	
Hans Kalding	Dickens Ia
Robert OClair	
John Flack	
C O Toland	

Filed Feb 19 1917
A W Chamberlain
County Auditor
Clay County

DRAINAGE DISTRICT NO. 37

WATT PARSONS & BROS CO., WATERLOO, IOWA 1911

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.

IN THE MATTER OF DRAINAGE DISTRICT NO. THIRTY- SEVEN OF CLAY COUNTY, IOWA

CLAIM FOR DAMAGES.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that he is the owner of the Northwest Quarter and Lots One, Two and Five in Section No. Twenty-seven, Township No. Ninety-seven North, Range No. Thirty-five West of the 5th P M Clay County, Iowa, containing three hundred five acres, more or less according to Government survey, which said land is proposed to be included in Drainage District No. Thirty-seven.

The undersigned claims as damages because of the establishment of said drainage district and the construction of the drainage ditch across his said land the sum of Fifteen Dollars per acre as damages therefor, or the total sum of Four thousand five hundred seventy-five Dollars, and respectfully calls the attention of the Board of Supervisors to the following elements of damages.

1. The construction and perpetual maintenance of, at least, one substantial bridge, if not more, across said ditch.
2. The cost of the construction and perpetual maintenance of a woven wire fence along and upon both sides of said drainage ditch.
3. The value of the land taken by the ditch, the burms and the waste banks.
4. The destruction of the watering places now on said farm and prevention of the use of living water in the pasture because of the construction of said ditch.
5. The unsightliness caused by said ditch, burms, waste banks across said farm, and the depreciation of the actual market value of said farm resulting from the construction of said ditch, burms and waste banks.
6. The cutting of the fields of said farm diagonally, preventing the utilization of said fields to their best advantage, and the depreciation in the market value of said farm by reason thereof.
7. That the damages resulting to this claimant would be very much reduced if said ditch was straightened and carried along the south boundary line of said farm.

Wherefore, this claimant asks that he be allowed the full sum of Four thousand five hundred seventy five dollars as damages because of the construction and maintenance of said Drainage District across his land in the manner now proposed.

Martin C Hanson, Claimant

Filed Feb 9, 1917

A W Chamberlain, County Auditor, Clay County.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY IOWA.

In the Matter of Drainage District No. Thirty seven of Clay County, Iowa.

Claim for Damages.

Comes now the undersigned and states to the Board of Supervisors of Clay County, Iowa, that for several years he has been the owner of the Northwest Quarter and Lots One, Two and Five in Section No. Twenty-seven, Township No. Ninety-seven North, Range No. Thirty-five West of the 5th P M Clay County, Iowa, containing three hundred five acres, more or less, according to United States Government survey.

That he has contracted in writing to sell said land to Martin C Hansen, of Palo Alto County, Iowa, the said contract to be closed on March 1, 1917; that if the undersigned does not now have the legal title to said land and the same has passed absolutely to the said Martin C Hansen by said contract, then the undersigned will make no claim for damages herein.

If said contract shallnot be closed and the title passed to said Martin C Hansen as

proposed, then the undersigned claims as damages because of the establishment of said drainage district and the construction of the drainage ditch across his said land the sum of Fifteen Dollars per acre as damages therefor, or the total sum of Four thousand five hundred seventy five Dollars, and respectfully calls the attention of the Board of Supervisors to the following elements of damage.

1. The construction and perpetual maintenance of, at least, one substantial bridge, if not more, across said ditch.
2. The cost of the construction and perpetual maintenance of a woven wire fence along and upon both sides of said drainage ditch.
3. The value of the land taken by the ditch, the burms and the waste banks.
4. The destruction of the watering places now on said farm and prevention of the use of living water in the pasture because of the construction of said ditch.
5. The unsightliness caused by said ditch, burms, waste banks across said farm, and the depreciation of the actual market value of said farm resulting from the construction of said ditch, burms and waste banks.
6. The cutting of the fields of said farm diagonally, preventing the utilization of said fields to their best advantage and the depreciation of the market value of said farm by reason thereof.
7. That the damages resulting to this claimant would be very much reduced if said ditch was straightened and carried along the south boundary line of said farm.

Wherefore this claimant asks that he be allowed the full sum of Four thousand five hundred seventy five dollars as damages because of the construction and maintenance of said Drainage District across his land in the manner now proposed.

D Mulholland, Claimant

Filed Feb. 14, 1917
A W Chamberlain, County Auditor, Clay County

Auditor's Office Feb 20, 1917

The board spent nearly the entire day in hearing on establishment of Drainage District No. 37. All persons appearing were given opportunity to be heard in the matter.

Resolution of Necessity.

Now to-wit on this 20th day of Feb. 1917 the board of supervisors being in session on the establishment of Drainage District No. 37 petitioned for by Z C Platt et al and it appearing that the engineer appointed by the board of supervisors has filed a plat, profile and report locating the proposed improvement with recommendations showing that the public health, convenience and welfare will be benefited and prompted by ditching, draining and tiling the wet and overflowed lands described in said report, and it appearing from the proofs of notice filed that due and legal notice was given of the time, place and purpose of this meeting in the manner required by law, to the owners, lienholders, and encumbrancers and actual occupants of the lands to be effected by the proposed improvements, and that due, legal and timely service of said notice was made to said parties and that the petition in all respects is sufficient and that the board has jurisdiction thereof, the board of supervisors of Clay County, Iowa, therefore find that the drainage district petitioned for and as recommended by the ~~same~~ engineer will be conducive to the public health, convenience and welfare, and will be of public benefit and utility, and that the same is necessary and ought to be established, but claims for damages having been filed, further proceedings are hereby continued until April 3, 1917 at the office of the county auditor in Spencer, Iowa, which time is hereby fixed for said hearing.

DRAINAGE DISTRICT NO. 37.

The foregoing being read as a resolution a motion was made by Parker and seconded by Hoberg that said resolution be adopted. Hoberg, Parker, Jones and Johns voted yes. Johnson absent.

Motion was declared carried and resolution adopted.

Auditor's Office, April 3, 1917.

Whereas this day was set by adjournment to fix the damages and act on establishment of Drainage District No. 37, and it appearing that the appraisers appointed to assess the damages were unable to report on account of weather conditions.

Therefore be it resolved that further proceedings be adjourned to April 24, 1917.

Appointment and Report of Appraisers to Assess Damages in Drainage Improvement.

Auditor's Office, Clay County, Iowa

To J.P.Mills, P.M.Miller and Floyd Campbell, you, and each of you are hereby notified that you have been appointed appraisers to view the premises and determine and fix the amount of damages to which each claimant is entitled to in the establishment of a certain drainage improvement, petitioned for by Z.C.Platt et al and others and reported upon favorably by the engineer as follows: commencing at As per papers on file on Drainage District No. 37

The following named persons claim damages as follows:

Description of Land	Name of Owner	Amount of Damages claimed.
SE NW & SW 1/4 Sec. 7 96-35	Frank Smith	\$ 6500.00
W 1/4 NE & 96-35 & SW SE 6 96-35	Peter Christensen	6000.00
NW SE & W 1/4 NE 6 96-35	B.R.Warren	6000.00
W 1/4 S E 31 96-35	James R.Thompson	3000.00
E 1/4 SW 31 97-35	J.H.Lawrence	500.00
SW NE 31 97-35	Dina Gerdes	1500.00
SE NE 31 97-35	Elizabeth Marble	4000.00
NW 1/4 32 97-35	Wm.Flindt	5050.00
S 1/4 NE 32 97-35	A.M.Jones	1000.00
N 1/4 NE 32 97-35	Clara Leach	500.00
NW NW 33 97-35	S.E.Burley	2306.00
SE NW & SW SW 28 97-35	J.K.Sheple	2172.20
NE SW 28 97-35	F.A.Malcomb	620.00
S 1/4 NE 28 97-35	Z.C.Platt	1898.00
NW 1/4 & Lots 2 & 5 97-35	D.Mulholland	4575.00
		<u>\$46621.20</u>

You and each of you, will therefore be and appear, before me County Auditor of said County, at my office in on the 16th day of April 1917 at the hour of o'clock M of said day, and be sworn and proceed on the same day to perform the duties herein conferred upon you according to law and make report of same to this office on or before the 19th day of April 1917.

Witness my hand and official seal hereunto affixed this 10th day of April, 1917.

A.W.Chamberlain, County Auditor

(Seal)

OATH OF APPRAISERS.

State of Iowa, Clay County, SS

We the undersigned J.P.Mills, P.M.Miller and Floyd Campbell do solemnly swear that we will faithfully and impartially discharge the duties conferred upon us by the foregoing commission according to law and the best of our ability.

J.P.Mills.
P.M.Miller
Floyd Campbell

Subscribed and sworn to before me by J.P.Mills, P.M.Miller and Floyd Campbell this 16th day of April 1917.

A.W.Chamberlain, County Auditor.

(Seal)

REPORT OF APPRAISERS.

To the Board of Supervisors of Clay County, Iowa.

The undersigned Commissioners appointed and named in the foregoing Commission respectfully report that, in compliance with the instructions therein, we proceeded on the 17th day of April, 1917 at the hour of o'clock M of said day to the office of County Auditor of Clay County, Iowa, as requested, and after being by him duly sworn according to law, we proceeded on the same day to view the premises described in the foregoing Commission, and we do hereby appraise and fix the damages to which each claimant is entitled to by reason of the establishment of the proposed drainage improvement as follows, to-wit:

Description of Property	Name of Owner	Amount.
SE NW & SE 1/4 Sec 7 96-35	Frank Smith	\$ 2101.00
W 1/4 NE 7 & SW SE 6 96-35	Peter Christensen	1932.00
NW SE & W 1/4 NE 6 96-35	B.R.Warren	1713.00
W 1/4 SE 31 97-35	James R Thompson	1302.00
E 1/4 SW 31 97-35	J.H.Lawrence	262.00
SW NE 31 97-35	Dina Gerdes	132.00
SE NE 31 97-35	Elizabeth Marble	954.00
NW 1/4 32 97-35	Wm.Flindt	1359.00
S 1/4 NE 32 97-35	A.M.Jones	314.00
N 1/4 NE 32 97-35	Clara Leach	500.00
NW NW 33 97-35	S.E.Burley	481.00
SE NW & SW SW 28 97-35	J.K.Sheple	922.00
NE SW 28 97-35	F.A.Malcomb	331.00
S 1/4 NE 28 97-35	Z.C.Platt	986.00
NW 1/4 & Lots 2 & 5 97-35	D.Mulholland	1573.00
	Total	<u>\$14862.00</u>

for amount due in next page

All of which is respectfully submitted this 18th day of April 1917

J.P.Mills
P.M.Miller Appraisers
Floyd Campbell

Filed April 18, 1917.

A.W.Chamberlain, County Auditor, Clay County.

Amended Report District No. 37

To the Honorable Board of Supervisors of Clay County.

I hereby recommend that the following changes be made in connection with the establishment of Drainage District No. 37

- 59 Branch- Change tile at lower end (0 to 13) frm 8" to 10"
- 7 " Cut off at station 39.
- 271-16 Branch- Change tile at lower end (0 to 7) from 8" to 10"
- 216 Branch-Run 8" clear up to end, where former report designated 6"
- 223 " Cut out.
- 244 " Change tile from 14" to 15" between stations 0 and 6
- 244-6 " Run branch to north east from station 6 Of 244 Branch to the N & S 1/2 line Sec 28
- 97-35, a distance of 1500'. Tile to be 10" from 0 to 10 and 8" from 10 to 13.

Respectfully submitted
Floyd Campbell, Engineer

Dated: April 24, 1917.
Filed April 24, 1917
A.W. Chamberlain, County Auditor, Clay County.

DRAINAGE BOND,
for payment of damages.

State of Iowa, Clay County, SS
Know all Men by these Presents:

That we, C.F. Walsh, T.J. Debolt, E.R. Flint & Z.C. Platt, of the County of Clay and State of Iowa, are held and firmly bound unto the State of Iowa for the use and benefit of Drainage District No. 37 in the sum of Fifteen Thousand Dollars for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and every one of them firmly by these presents;

The condition of the above obligation is such, that whereas, the Board of Supervisors of Clay County, Iowa have established Drainage District No. 37 and this bond is filed to secure the payment of damages allowed as provided by Sec. 1989-A 7 of the Drainage laws of the State of Iowa.

Now, if said damages are paid in accordance with the statute in such case made and provided then this obligation to be void, otherwise to be and remain in full force and virtue. Witness our hands, this 24th day of April, 1917.

C.F. Walsh
T.J. Debolt.
E.P. Flint
Z.C. Platt

Filed April 24, 1917.
A.W. Chamberlain, Auditor Clay County Iowa.

AFFIDAVIT-BROOF OF PUBLICATION;

State of Illinois }
County of Cook } SS

I, Hugh Mottschall, being duly sworn, state that I am the Secretary of the Central States Contract Reporter a corporation of Illinois, and authorized to make this affidavit for said corporation; that said corporation publishes the Central States Contract Reporter, a weekly contractor's journal at Chicago, Ills. and that the Drainage Notice of which a printed copy is hereto attached was published in said journal for two consecutive weeks, in the issue dated June 27th and July 4th, 1917.

Hugh Mottschall.
Secretary.

Subscribed and sworn to before me this 6th day of July, 1917.
L.P. Zitek.
Notary Public
Cook Co. Ills.

L.P. Zitek
Notary Public

Auditor's Office, April, 24th, 1917.

Board met pursuant to adjournment, Present Johns, Johnson, Jones Parker and Hoberg. Whereas on Feb 20th 1917, the Board of Supervisors adopted the resolution of necessity finding that the establishment of Drainage District No. 37 would be conducive to the public health, convenience and welfare and will be of public benefit and utility and claims for damages having been filed further proceedings were adjourned to this date April, 24th, 1917.

Now therefore the commissioners on damages having made their report and the Board having examined the same and gave hearing to all interested persons appearing, be it resolved that the amount of damages allowed by the commissioners be affirmed and damages be allowed as follows:

SE NW & SW Sec. 7 96-30	\$ 2101.00	Frank Smith
W 1/2 NE Sec 7 & SW SE Sec 6 96-35	1932.00	Peter Christensen
NW SE & W 1/2 NE " 6 96-35	1713.00	B.R. Warren
W 1/2 Se Sec. 31 97-35	1302.00	James R. Thompson
E 1/2 SW " 31 97-35	262.00	J.H. Lawrence
SW NE " 31 97-35	132.00	Dina Gerdes
SE NE " 31 97-35	954.00	Elizabeth Marble
NW 1/2 " 32 97-35	1359.00	Wm. Flindt
S 1/2 NE " 32 97-35	314.00	A.M. Jones
N 1/2 NE " 32 97-35	500.00	Clara Leach
NW NW " 33 97-35	481.00	S.E. Burkey
SE NW & SW SW Sec. 28 97-35.	922.00	J.K. Sheple
NE SW Sec 28 97-35	331.00	F.A. Malcomb
S 1/2 NE " 28 97-35	986.00	Z.C. Platt
NW & Lots 2 & 5 Sec. 27 97-35	1573.00	D Mulholland

The above resolution was made in the form of a motion and carried. All voting in the affirmative.

The engineer on Drainage District 37 filed an amended report recommending certain changes in tile lines and a motion was made and carried that the amended report of the engineer be adopted. Motion carried unanimously. The changes are as follows:

- 59 Branch-change tile at lower end (0 to 13) from 8" to 10"
- 7 " out off at station 39.
- 171-16 Branch-change tile at lower end (0 to 7) from 8" to 10"
- 216 Branch-run 8" in clear up to end where former report, designated 6"
- 223 " cut out
- 244 " change tile from 14" to 15" between stations 5 to 6.
- 244-6 " run branch to north east from station 6 to 244 branch to the N&S 1/2 line Sec 28.
- 97-35 a distance of 1500 feet, Tile to be 10" from 0 to 10 and 8" from 10 to 15.

DRAINAGE DISTRICT NO. 37

Resolution Of Establishment.

Now to-wit on this 24th day of April 1917 the Board of Supervisors having passed the resolution of necessity and fixing the amount of damages and said damages having been secured by sufficient bond and having proceeded to a full and careful hearing of all proceedings heretofore had in connection therewith and have jurisdiction of all parties interested both in form and substance, the Board further finds that the costs of construction together with damages allowed and all other fees and costs are not excessive for a greater burden than should be borne by the land benefitted, therefore be it resolved that Drainage District 37 be located and established as reported by the engineer with all amendments adopted and in accordance with plat, profile and papers filed relating thereto.

The above resolution was made in the form of a motion and carried, Johns, Johnson, Jones, Parker and Hoberg voting in the affirmative.

On motion the division of the district into sections and appointing construction engineer was adjourned to time of setting date for letting contract.

Auditor's Office, June 8th, 1917.

Board of Supervisors met pursuant to adjournment. Henry Johnson absent. All other members and Auditor present.

A motion was made that the county auditor be authorized to advertise for letting the work of construction for the open ditch on Drainage District No. 37 and same be let July 10th, 1917. Motion carried.

AFFIDAVIT --PROOF OF PUBLICATION.

State of Illinois }
County of Cook } ss

I, Hugh Mottschall, being duly sworn, state that I am the Secretary of The Central States Contract Reporter, a corporation of Illinois, and authorized to make this affidavit for said corporation; that said corporation publishes the Central States Contract Reporter, a weekly contractors journal, at Chicago, Ills. and that the Drainage Notice of which a printed copy is hereto attached was published in said journal for two consecutive weeks, in the issue dated June 27th, 1917 and July 4th, 1917.

Hugh Mottschall,
Secretary.

Subscribed and sworn to before me this 6th day of July, 1917.

L.P. Zitek,
Notary Public.

L.P. Zitek,
Notary Public.
Cook Co. Illinois.

AFFIDAVIT OF PUBLICATION OF NOTICE.

State of Iowa, }
Clay County, } ss

F.O. Satter being duly sworn, say that I am the Associate Editor of the Spencer Herald, a weekly newspaper printed at Spencer, Iowa, and that the annexed printed Notice to Contractors in the above entitled action was published in said newspaper two consecutive weeks; that the date of the first publication was on the 28th day of June and the date of the last publication was on the 5th day of July, 1917.

F.O. Satter.

Subscribed and sworn to before me by F.O. Satter this 10th day of August 1917.

A.W. Chamberlain,
Co. Auditor.

WATT PATRICK & SONS CO., WATERLOO, IOWA 1001

IN THE DISTRICT COURT OF CLAY COUNTY IOWA.
AUGUST TERM 1917.

Frank Smith Plaintiff

-vs-

The Board of Supervisors of
Clay County, Iowa, and Drainage
District No. Thirty-seven of
said Clay County, Iowa,
Defendants.

NOTICE OF APPEAL.

To the Board of Supervisors of Clay County, Iowa and Drainage District No. thirty-seven of said Clay County, Iowa, and to all persons interested:

Notice is hereby given that the undersigned, Frank Smith appeals from the action of the Board of Supervisors of Clay County, Iowa, had on February 20th, April 3rd and April 23rd, 1917 in fixing the amount of damages to the south half of the northwest quarter and the southwest quarter of section seven in township ninety-six north range thirty-five west of the 5th P. M. Clay County, Iowa, at \$2101.00 said land being in Drainage District No. thirty-seven and being owned by the said Frank Smith.

The appeal is to the District Court of Clay County, Iowa, the next term of which will commence on the 27th day of August 1917, and the said cause will come on for hearing at the said time, and unless you appear thereto and defend before noon of the second day of the said term of court which will commence on the 27th day of August 1917, default will be entered against you.

Frank Smith
By Buck and Kirkpatrick
his Attorneys.

ACCEPTANCE OF SERVICE.

I, A. W. Chamberlain, County Auditor of Clay County, Iowa, do hereby accept due, legal and timely service of the within notice of appeal and acknowledge receipt of a true copy thereof this 8 day of May 1917.

A. W. Chamberlain
Auditor of Clay County, Iowa.

Filed May 9, 1917
A W Chamberlain, County Auditor, Clay County

APPEAL BOND.

We, Frank Smith, principal and H. O. Green surety, are held and firmly bound unto the State of Iowa in the sum of Three Hundred Dollars which amount of money we promise to pay.

The condition of this bond is that, whereas, the said Frank Smith has appealed from the action of the Board of Supervisors of Clay County, Iowa, in fixing the amount of the damages to the south half of the northwest quarter and the southwest quarter of section seven in Township ninety-six north, range thirty-five west of the 5th P. M. at Twenty-one hundred one Dollars, by reason of the construction of a ditch in drainage district No. thirty-seven of Clay County, Iowa.

If, upon the trial of the said appeal in the District Court of Clay County, Iowa, the action of said District Court is not more favorable to the said Frank Smith than the action of said Board of Supervisors, then the said Smith and the said H. O. Green surety will pay all the costs and expenses of the said appeal; but if the said action of the District Court should be more advantageous to the said principal than the action of the Board of Supervisors, then this bond to be null and void, otherwise in full force and effect.
Dated May 7th, 1917.

Frank Smith
Principal
H. O. Green
Surety.

This bond is approved this 8 day of May, 1917.

A. W. Chamberlain
County Auditor.

Filed May 7, 1917
A. W. Chamberlain, County Auditor, Clay County.

IN THE DISTRICT COURT OF CLAY COUNTY IOWA.
AUGUST TERM 1917.

William Flindt, Plaintiff

-vs-

The Board of Supervisors of
Clay County, Iowa, and Drainage
District No. Thirty-seven of said
Clay County, Iowa.

Defendants.

NOTICE OF APPEAL.

To the Board of Supervisors of Clay County, Iowa, and Drainage District No. Thirty-seven of said Clay County, Iowa, and to all persons interested:

Notice is hereby given that the undersigned, William Flindt, appeals from the action of the Board of Supervisors of Clay County, Iowa, had on February 20th, April 3rd and April 23rd, 1917, in fixing the amount of damages to the northwest quarter of section thirty-two in township ninety-seven north, range thirty-five west of the 5th P. M. Clay County, Iowa, at \$1359.00, said land being in Drainage District No. Thirty-seven and being owned by the said William Flindt.

The appeal is to the District Court of Clay County, Iowa, the next term of which will commence on the 27th day of August, 1917 and the said cause will come on for hearing at the said time, and unless you appear thereto and defend before noon of the second day of the said term of Court which will commence on the 27th day of August, 1917, default will be entered against you.

Buck and Kirkpatrick
Attorneys for Plaintiff.

ACCEPTANCE OF SERVICE.

I, A. W. Chamberlain, County Auditor of Clay County, Iowa, do hereby accept due, legal and timely service of the within notice of appeal and acknowledge receipt of a true copy thereof this 8 day of May, 1917.

A. W. Chamberlain.
Auditor of Clay County, Iowa.

Filed May 9, 1917
A. W. Chamberlain, County Auditor, Clay County.

APPEAL BOND.

We, William Flindt, principal, and John Sieh surety, are held and firmly bound unto the State of Iowa in the sum of Three Hundred Dollars which amount of money we promise to pay. The condition of this bond is that, whereas, the said William Flindt has appealed from the action of the Board of Supervisors of Clay County, Iowa, in fixing the amount of the damages to the northwest quarter of section thirty-two in township ninety-seven north, range thirty-five west of the 5th P. M., at Thirteen hundred fifty-nine Dollars, by reason of the construction of a ditch in drainage district No. thirty-seven of Clay County, Iowa.

If, upon the trial of the said appeal in the District Court of Clay County, Iowa, the action of said District Court is not more favorable to the said William Flindt than the action of said Board of Supervisors, then the said Flindt and the said John Sieh surety will pay all the costs and expenses of the said appeal; but if the said action of the District Court should be more advantageous to the said principal than the action of the Board of Supervisors, then this bond to be null and void, otherwise in full force and effect.

Dated May 7th, 1917-

William Flindt.
Principal.
John Sieh
Surety.

This bond is approved this 8 day of May, 1917.
A. W. Chamberlain
County Auditor.

Filed May 9, 1917
A. W. Chamberlain, County Auditor, Clay County.

Auditor's Office, July 10, 1917.

Board of Supervisors met pursuant to adjournment. All members and Auditor present.

A motion was made and carried that contract for construction of open ditch on District No. 37 be let to Northern Construction Co. of Elkhart, Indiana, for 11.95 cents per cu yd. with floating dredge.

DRAINAGE DISTRICT NO. 37

HART PARSONS & BOWE CO., WATERLOO, IOWA 10041

Spencer, Iowa July 10, 1917

We submit the following bid of Eleven and 95/100 (11.95) cents cubic yard for open ditch a section #1 in District # 37 Clay County, Iowa, with the understanding that there will be not less than 390,000 cubic yards and that we can construct the ditch with a floating dredge not holding strictly to a 1 1/2 to 1 slope but to give the same cross section and when completed that the 1 1/2 to 1 slope would give as to Berm requirements could give the same as specifications. call for.

Can ship now a 2 cubic yard dredge machine from Illinois.

Do not bid on spreading waste banks. No concrete bulkheads.

Northern Construction Co.

By W. G. Lawrence
Elkhart, Indiana.

Spencer, Iowa July 10, 1917

Bid on drainage district No. 37 Clay Co. Iowa.

We propose to dig the open ditch as near as can be done with a floating machine. We farther propose to go over it the second time as far back as we can get on the natural level of water and when the ditch has been dug the full length, we be paid in full for work. Will do this job as proposed in this bid for .18 cents per yd.

I. O. Florence.

Spencer, Iowa July 10, 1917

County Auditor, Clay Co.

To the Board of Supervisors.

I, the undersigned here by propose to construct all open ditch in Drainage District No. 37 as near to plans & specifications as a floating dredge can. For (12 1/2) cents per cubic yard. Will level all spoil bank for four cents per cubic yard.

Roy Lewis
Terril Iowa.

Spencer, Iowa July 10, 1917.

To the Hon Board of Supervisors of Clay Co. Iowa.

Gentlemen:

I hereby propose to excavate drainage ditch No. 37 Open work- using a 2 yard drag line machine, starting at lower end of ditch and working up stream for the following price:

Fifteen (15)cents per cu. yard.

Enclosed find certified check for \$6150.00.

Yours truly,

R. S. Morrow
5006 Bert St.
Omaha, Nebr.

Spencer, Iowa July 10, 1917.

Hon Board of Supervisors & Co. Auditor, Spencer, Iowa.

Gentlemen:

As per your advertisement for bid on open work in Clay County Ditch # 37 we hereby propose to construct ditch as per plans and specifications for the following prices:

All excavation open ditch .18 ¢ per cu.yd.

Spreading of waste banks .05 ¢ " " " " " "

Excavation of waste banks .05 ¢ " " " " " "

Rock if any \$1.75

This price for 393000 cu yds or more

We propose to use Drag Line Excavation, County to furnish all right of way for ditch and also roads to and from work.

Work to be accepted when completed every mile

This proposal to be accepted ore rejected within five (5) days from above date and subject to delays in getting started uncontrollable by us such as lives, strikes and war conditions.

Enclosed find certified check for \$5000.00 to be returned immediately if not awarded work.

Yours truly,

Callahan Walker Const. Co. inc.

By M. C. Walker
Secy & Treas.

A 10 Bee Bldg.
Omaha, Nebr.

Spencer, Iowa, July 10, 1917

To the Honorable Board of Supervisors of Clay County, Iowa.

Gentlemen:

I will construct Drainage District No. 37 as near to plans and specifications as can be done with a floating dredge at 13.75/100 per cu yd. and leveling waste banks at 4 cts per cu yd.

Concrete work at \$18.00 per cu yd.

E. L. Hatten.

Britt, Iowa.

Erie, Illinois, July 10, 1917.

District No. 37

We will excavate the open ditch section No. 1 District 37 for (.15 cts) fifteen & one half cents per cubic yard with Dragline machine.

Comence work next spring as soon as water conditions will permit this does not include pipe or bulkheads.

Will spread the dirt for 4 1/2 cts per yd.

Yours truly

Matthews Bros.

L. A. Matthews

Erie, Ill.

CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That Drainage District No. 37 party of the first part, by and through C. F. Johns & A. W. Chamberlain a committee appointed and duly authorized therefor by the Board of Supervisors of Clay County duly assembled and the Northern Construction Co. of Elkhart, Ind. party of the second part, contract and agree together as follows: to-wit:

1. Second party agrees to do all of the open excavation work provided for according to the plans and specifications in said Drainage District No. 37 at and for the agreed price of 11.95 cents per cubic yard,

Said second party shall perform the said work in strict accordance with the plans and specifications except the 1 to 1 1/2 slope which is to be in accordance with proposal filed therefor now on file in the office of the county auditor of said county, which plans and specifications

DRAINAGE DISTRICT NO. 37

MATT FARRHOFF & SONS CO., WATERLOO, IOWA 50401

are by reference made a part of this contract as fully and completely as though same were included herein, and upon the approval of said work as hereinafter provided shall receive as full compensation therefor said sum of 11.95 cents per cubic yard.

2. It is further agreed between the parties hereto that said work shall be performed under the direction and supervision of the engineer having charge of the construction work and in the employ of the party of the first part, and if approaches are required in order to afford passage for stock across said ditch same shall be constructed where within reach of second party's machine at the same rate per cubic yard, as directed by first party, and in consideration of the faithful performance by the party of the second part of the agreements and stipulations contained herein and the completion of said work in full conformity with this contract and in strict accordance with the plans and specifications hereinbefore referred to, first party shall pay to second party said compensation above provided for.

3. It is further agreed between the parties hereto, that said work shall be performed under the direction of the engineer in charge and that said engineer shall furnish to the County Auditor monthly estimates in duplicate of the amount of work done by second party and the amount earned by second party, and shall also furnish to second party a copy of such estimate. Upon the filing of such estimate warrants shall be drawn in favor of second party for 80 per cent of the amount earned during the month preceding, and when said improvement is completed to the satisfaction of the engineer in charge, said engineer shall certify to each of said county auditors such fact, in duplicate, and thereupon said Board of Supervisors of said county shall pass upon and declare whether or not the work to be performed by second party has been completed in strict accordance with this contract and the plans and specifications made a part hereof, and if they so determine, they shall direct the issuance of warrants in payment of the entire balance due second party.

4. If the second party fails to prosecute the work according to this agreement and said specifications, and damage to the ditch or district results therefrom on account of such delay, second party shall be liable therefor, and first party may recover such damage by an action upon second party's bond, or may retain from the amount otherwise due second party, such sum as shall reimburse the party of the first part for such damage, or as will enable them to repair same.

5. The party of the first part shall not be responsible for delays, loss or damage not directly caused by the direct official order of first party, and shall not be liable for the acts of any contractor or person in the employ of second party, and said second party shall cause no unnecessary inconvenience or damage to property or property holders in carrying out and performing said work.

6. Should the party of the second part wilfully fail or refuse to perform this agreement, first party may revoke this contract upon ten days' notice of intention to cancel same, and in the event second party does not within ten days from the service of such notice promptly and effectively resume performance of said contract in good faith, said contract shall become cancelled and second party shall forfeit to the party of the first part all claims due or to become due on said work and for work then performed, same to be considered and agreed as liquidated damages, and there shall be no liability to second party on account of revocation of same.

7. If an injunction suit be brought and an injunction, temporary or permanent, be issued stopping the work provided for herein, said party of the first part shall be in no wise liable for loss or damage caused second party by said delay, but the time in which said work is to be completed shall be extended for the full period of such delay.

8. Should any disagreement arise with reference to this contract or its construction, or whether work has been properly done hereunder, the parties hereto shall refer said difference to the engineer in charge of construction, who shall make a written report thereon and submit to the parties hereto for their consideration in determining said dispute, and in the event the parties hereto cannot agree, then the District Court is given jurisdiction as hereinbefore stated.

9. To secure faithful performance of the terms of this contract and the full and proper completion of said work, the party of the second part has executed herewith bond in the sum of Eleven Thousand Six Hundred Fifty Dollars as by law provided and jurisdiction for the enforcement of said bond is specifically given to the District Court and action may be brought in said county.

10. It is further understood and agreed between the parties hereto, that in case second party fails to complete said work in the time provided for in this contract, he shall be liable to first party for any damage caused by such failure and delay, and the amount of such damage may be deducted from the sums unpaid to second party or action may be brought upon said bond. It is finally agreed between the parties hereto, that the work shall be commenced under this contract on or before the 20th day of Sept. 1917 and said work shall be fully and finally completed on or before the 20th day of Sept 1918.

In witness whereof, The respective parties hereto have set their hands this 20 day of July 1917.

Drainage District No. 37
Party of the first part.

By. C. F. Johns

A. W. Chamberlain
A committee appointed by the Board of Supervisors
of Clay County in session assembled.

Northern Construction Co.

Party of the second part.

By G. C. Berkey

Treas.

DRAINAGE DISTRICT NO. 37

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we Northern Construction Company, of Elkhart, Indiana, as principal, and Lion Bonding & Surety Co, of Omaha Neb, as sureties, are held and truly bound unto the County of Clay, in the state of Iowa, in the penal sum of Eleven Thousand Six Hundred Fifty Dollars (\$11650.00) by us and each of us, well and truly to be paid in lawful money of the United States, payable at Spencer Iowa, for the payment of which well and truly to be made, we bind ourselves, severally and jointly, our heirs and administrators.

THE CONDITION of the foregoing bond is that the above NORTHERN CONSTRUCTION COMPANY, has this day contracted with Clay County, Iowa, to construct one certain drain or ditch, known as Ditch, No 37, agreeable to the terms of a certain written contract, made a part hereof by reference, and for the payment as they become due of all just claims for labor performed and material used in the completion of said contract.

Now if the said NORTHERN CONSTRUCTION CO. shall well and truly perform on his part all the terms and conditions of said contract, strictly and literally without failure or omission, then this obligation to be void, otherwise in full force and virtue and effect.

Dated this 5th day of September A.D. 1917.

Northern Construction Co.
By G.C. Berley, Principal
Treas. & Manager.

Lion Bonding & Surety Co.
By J.P. Goble
Attorney in Fact