

DRAINAGE DISTRICT NO. 37-

Board Proceedings, Sept, 30, 1918.
 At request of land owners interested in said branches a motion was made and carried that county Auditor be authorized to advertise for letting contract for tile and work of construction of branches 244, 275, 293, 298 of Drainage District No 37, and date of letting to be Oct, 14, 1918.

On motion appraisers to assess benefits for cost of construction of District No. 37 were appointed as follows;
 John S. Blow, Geo. S. Brown and Verne McCown.

Board Proceedings, Oct, 14, 1918.
 Board opened bids filed for tile and construction work of branches on District No 37 as per previous meeting.
 Bids were filed by Cement Products Co. Redfield Brick and Tile Works, and Geo. Wetzel.
 On motion contract for furnishing tile for branches 244, 275, 293 and 298 was let to Redfield Brick and Tile Works for \$4418.99.
 On motion contract for construction work for branches 293 and 298 was let to Geo Wetzel for \$1765.00
 On motion County Auditor was authorized to readvertise for letting construction work for branches 244 and 275 and date of letting to be October 28, 1918.

Proof of Publication.
 State of Iowa, :
 : ss
 County of Clay, :
 I, J.R. McKee 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 news paper 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 Oct, 9, 1918 and ending on Oct, 16, 1918.
 J.R. McKee.
 Subscribed and sworn to before me by the said J.R. McKee at Spencer, in said county, this 7th, day of March, A.D. 1919.
 A.W. Chamberlain,
 Co. Auditor.

Contract.

Know all men by these Presents:
 That Drainage District No 37, party of the first part, by and through C.F. Johns and A.W. Chamberlain, a committee appointed and duly authorized therefor by the Board of Supervisors of Clay County and the Redfield Brick and Tile Co. party of the second part, contract and agree together as follows, to-wit:

1. Second party shall furnish all tile for the construction of the tile drainage for sections 21, 22, 23 and 24 inclusive in said Drainage District. Said material is to be delivered by said second party upon the ground and at the place required for construction work, same to be properly distributed along the ditch, and shall be of the character and quality required by the plans and specifications hereinafter referred to and said material shall be so furnished and delivered for the total price of Forty-Four Hundred Eighteen and 99/100 (4418.99) Dollars. Said material shall be furnished at the required times and as necessary for use in the construction work on said Drainage District so as not to delay tilers in their work and shall be in strict accordance with the plans and specifications now on file in the office of the county Auditor hereinbefore referred to, which plans and specifications are by reference made a part of this contract as fully and completely as though same had been incorporated herein by writing same into this contract in full.
2. The engineer in charge of said work shall furnish to the county auditor monthly reports in duplicate of the amount of material furnished and accepted by him in accordance with said specifications and shall also furnish said second party a copy of such report or estimate. Upon the filing of such estimate, warrants shall be drawn in favor of second party for 80 per cent of the amount of tile so furnished and so accepted during the preceding month, and when all of said tile has been duly furnished to the satisfaction of the engineer in charge, for any of said sections, said engineer shall certify such fact to the county auditor, and every thirty days said Board of Supervisors of said county shall pass upon and declare whether or not second party has completed its contracts, as to such sections to furnish said material in strict accordance with the terms of this contract and the specifications hereinbefore referred to, and if they shall so determine, they shall direct the issuance of warrants in payment of the entire balance due second party upon such sections.
3. If second party shall fail to furnish said material according to this agreement and in accordance with said specifications, and damage to the ditch or Drainage District results therefrom on account of such delay or on account of defective material so furnished, second party shall be liable therefor and first party may recover such damage by an action on second parties bond, or may retain from the amount otherwise due second party such sum as shall reimburse first party for the damage so suffered or as will enable first party to repair same.
4. 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 the party of the second part, and second party shall cause no unnecessary inconvenience or damage to the property or property owners in carrying out and performing said work.
5. Should the party of the second part fail or for any reason 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 written notice promptly and affectively 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 for material so furnished, same to be considered and agreed as liquidated damages, and there shall be no liability to second party on account of revocation of said contract.
6. If an injunction suit be brought and an injunction temporary or permanent issued stopping the furnishing of the material stipulated for in this contract, said party shall be liable for damages caused second party by

the issuance of such injunction, but the time within which said material is to be furnished shall be extended by the full period of delay caused thereby.

7. The party of the second part shall remain responsible for all material furnished under this contract until same has been duly accepted by first party, and if said material so furnished shall prove defective at any time within five years from the date of such approval second party shall be responsible for the cost of tile and the expense of installation thereof required to replace such defective tile.

8. Should any disagreement arise with reference to this contract over its construction or whether the material has been properly furnished or is of proper quality, the parties hereto shall refer such difference to the engineer having charge of said work of construction, who shall make a written report thereon and submit to the parties hereto for their consideration and determining said dispute, and in the event the parties hereto cannot then agree the District Court is given jurisdiction to determine said matter or controversy by an action in equity instituted by either party hereto for the purpose of determining and securing an adjustment of said controversy.

9. To secure the faithful performance of this contract and the full and proper furnishing of said material and the good and sufficient character of the material so furnished, the party of the second part executes herewith bond in the sum of Eleven Hundred Dollars, as by law provided, and jurisdiction for the enforcement of said bond is specifically given to the District Court of said county as hereinbefore specified.

10. It is further understood and agreed between the parties hereto, that in case second party fails to furnish said material in the time provided for in this contract, he shall be liable to first party for all 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 for the recovery thereof may be brought on said bond as hereinbefore stated.

12. It is finally agreed between the parties hereto that the said material shall be furnished as follows, to-wit:

As specified in notice to contractors and bid filed which is made a part of this contract. The party of the second part contracts and agrees to hold the party of the first part harmless for any damage sustained by reason of the failure of the party of the second part to deliver tile or other material at the time and in the manner provided for in its bid now on file in the county Auditor's office of Clay

County, Iowa, and accepted by the Honorable Board of Supervisors of said County. In Witness Whereof the respective parties have hereunto set their hands this 14 day of Oct. 1918

Drainage District No 37.

Party of the First Part,
and A.W. Chamberlain, By a committee duly
appointed by the Board of Supervisors
of Clay Co. in session assembled.
Redfield Brick & Tile Wks.
W.J. Goodwin, Pres.
Party of the Second part.

BOND.

Know all Men by these Presents, That we Redfield Brick and Tile Works of Redfield Iowa, as principal and American Surety Company of New York as sureties, are held and truly bound unto the county of Clay, in the state of Iowa, in the penal sum of Eleven Hundred Dollars, (\$1100.00) 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 Redfield Brick and Tile Works have this day contracted with Clay County, Iowa, to construct sections 21, 22, 23 and 24 of 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 Redfield Brick and Tile Works 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 22nd day of October A.D. 1918.

Redfield Brick & Tile Works, Principal
W.J. Goodwin, Pres;

American Surety Co. of New York, Surety
By F.H. Noble, Resident, Vice Pres.
Attest: W.W. Boyce, Resident Assistant Sec.

CONTRACT.

Know all Men by these Presents:

That Drainage District No 37 party of the first part, by and through C.F. Johnson and A.W. Chamberlain, a committee appointed and duly authorized therefor by the Board of Supervisors of said county above named duly assembled and Geo. Wetzel party of the second part, contract and agree together as follows, to-wit:

1. Second party agrees to excavate for all tile for Sections 23 and 24 known as branches 293 and 298 of Ditch No. 37, and to properly lay all tile therein and to properly fill all ditches therein, doing the work in a good and workmanlike manner and in accordance with the plans and specifications hereinafter referred to; and shall also construct all of the inlets, outlets, and bulkheads required in said Drainage District according to the plans and specifications, the tile to be furnished to second party by first party upon the ground within reasonable distance of the place where same is to be installed, and second party shall furnish all labor, tools and machinery and all cement and other material in constructing said inlets, outlets and bulkheads, and shall receive total sum of Seventeen Hundred Sixty Five Dollars (\$1765.00), therefor

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 work of construction and in the employment of the party of the first part, and in consideration of the faithful performance by the party of the second part, of the agreements and stipulations herein contained and the completion of said work in full conformity with this contract and said plans and specifications, first party shall pay to second party the sum of (\$1765.00), same to be in full payment and satisfaction thereof.

DRAINAGE DISTRICT NO. 37-

3. The engineer in charge of said work 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 preceding month, and when said improvement is completed to the satisfaction of the engineer in charge, said engineer shall certify such fact to County Auditor, 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 thereof, and if they shall 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 parties 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 the party of the second part, and said second party shall cause no unnecessary inconvenience or damage to property or to 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. The obligation is imposed upon second party to keep said improvement in good condition and repair at second party's expense until same is completed and finally accepted by the parties of the first part.

9. 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 having 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 of Clay Co is given jurisdiction.

10. 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 Four Hundred Fifty Dollars, as by law provided, and jurisdiction for the enforcement of said bond is specifically given to the District Court of the aforesaid County and action may be brought in said County.

11. 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.

12. It is finally agreed between the parties hereto that work shall be commenced under this contract as follows: as per advertised notice for contract let Oct. 14, 1918 and made a part of this agreement. The contract with Redfield B rick and Tile Co. contractor on said district and dated Oct. 14, 1918 is made a part of this agreement and it is hereby agreed that said contractor is to respond in damages to second party for any delay or failure in the delivery of tile or other materials as in said contract provided.

In Witness Whereof, The respective parties have set their hands this 14th day of Oct. 1918.

Drainage District No. 37.
 Party of the first part.
 By A.W. Chamberlain.
 A committee duly appointed by the Board of Supervisors of Clay, County.
 Geo. Wetzel.
 Party of the second part.

BOND.

Know All Men By These Presents, That we Geo. Wetzel, of Spencer, Iowa as principal, and W.B. Cruver and C.S. Billings as sureties are held and truly bound unto the county of Clay, in the state of Iowa, in the penal sum of Four Hundred Fifty, (\$450.00) Dollars 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 Geo. Wetzel has this day contracted with Clay Co. Iowa, to construct Sections 23 and 24 of 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 Geo. Wetzel shall well and truly perform on his part all the terms and conditions of said contract, strictly and literally without fail or omission, then this obligation to be void, otherwise in full force and virtue and effect.

Dated this 14th day of October, 1918.
 Geo. Wetzel, Principal.
 W.B. Cruver,
 C.S. Billings, Sureties.

Board Proceedings, Oct. 28, 1918.

This date was set for letting contract for construction of branches 21 and 22 of Drainage District No. 37; No bids being filed further consideration of matter was adjourned.

On motion appraisers to assess benefits and cost of construction on Drainage Districts Nos 37, 53, 62 and 65 as shown in proceedings of Sept. 30, 1918, were reappointed as follows.

DRAINAGE DISTRICT NO. 37

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- For District No 37, John S. Blow, Geo. S. Brown and Vern McCown.
- For District No. 53, H.H. Hoberg, P.M. Miller and Floyd Campbell.
- For District No 62, John S. Blow, Geo. S. Brown and Verne McCown.
- For District No 65, H.H. Hoberg, P.M. Miller and Floyd Campbell.
- For District No 63, John S. Blow, Geo. S. Brown and Verne McCown.
- For District No 58, H.H. Hoberg, P.M. Miller and Floyd Campbell.

Appointment of Appraiser on Benefits, No 37.

A Auditor's Office, Clay County, Iowa, November, 15, 1918.

To Geo S. Brown and John S. Blow, Commissioners, and Verne McCown Engineer.

You are hereby notified that the Board of Supervisors of Clay County in session assembled at Spencer, in Clay County, Iowa, did appoint you as commissioners and engineer to inspect and classify all the lands benefited by the location and construction of the drain, ditch or improvement known as the ditch or drainage district, No 37 and said classification to be in tracts of forty acres or less according to the legal recognized sub-division, in a graduated scale of benefits, to be numbered according to the benefit to be received by the proposed improvement and make an equitable apportionment of the costs of construction, fees and damages assessed for the construction of said improvement and make report thereof in writing to the Board of Supervisors of Clay County, Iowa, and in making this estimate or apportionment of benefits the lands receiving the greatest benefit shall be marked on a scale of 100 and those benefited in a less degree shall be marked with such percentage of one hundred as the benefit received bears in proportion thereto. Said classification is required to be commenced within twenty days of the date of appointment, your appointment being made on the _____ day of _____

All estimates of cost of construction, fees, expenses and damages assessed for the construction of said ditch or improvement may be had at the Auditor's office in Clay County, Iowa.

Given under my hand and seal of Clay County, Iowa .

State of Iowa. :
 : ss
 Clay County, :

We Geo. S. Brown, J. S. Blow and Verne McCown do solemnly swear that we will perform our duty as commissioners and engineer in accordance with our appointment, faithfully and impartially, without fear, favor or fraud, and to the best of our ability, so help us God.

Geo S. Brown.
 John S. Blow.
 Verne McCown.
 15th day of November, 1918.
 H. Chamberlain,
 Deputy County Auditor, Clay Co. Iowa.

Subscribed and sworn to before me this 15th day of November, 1918.
 Filed Nov. 15, 1918
 A. W. Chamberlain,
 Co. Auditor.

 Board Proceedings, March, 12, 1919. *Contract for City of Dubuque P.D. 1917*

A motion was made and carried that the county auditor advertise for letting to be April 18, 1919

Proof of Publication.

State of Iowa, :
 : ss
 County of Clay, :

I, E. S. 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 March 26, 1919 and ending on April 2, 1919.
 E. S. Randall.

Subscribed and sworn to before me by the said E. S. Randall at Spencer, in said county, this 18th day of June, A. D. 1919.

A. W. Chamberlain,
 County Auditor.

Affidavit - Proof of Publication.

State of Illinois :
 : ss
 County of Cook, :

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, Illinois; and that the Drainage Notice, of which a printed copy is hereto attached, was published in said Journal for two consecutive weeks, in the issues dated March 26th and April 2nd, 1919.

Hugh Mottschall,
 Secretary.

Subscribed and sworn to before me this tenth day of April, 1919.

N. Nelson,
 Notary Public.

My commission expires June 1st, 1922

DRAINAGE DISTRICT NO. 37

Board Proceedings, April, 16-1919.

Board opened sealed bids for letting contract for tile and work of construction of Drainage District No. 37.

Bids were filed as follows:

Cement Products Co. of Spencer, tile bid complete	-----	\$33247.18
Plymouth Clay Products Co.	-----	32,279.48
C.E. Payne, tile and labor complete,	-----	75,158.10
Nordstrom & Adams, labor,	-----	37,518.00
W.A. DeLong, labor complete,	-----	39,877.00
Geo. Wetzel, labor, Branch 29	-----	1,190.00
Loren Larson, labor complete,	-----	40,663.75
Labor Branch 13	-----	1,118.00
" " 25	-----	1,941.00
" " 21	-----	2,229.00
Peter Thompson, labor and tile complete, Branch 21	-----	23,835.00

A motion was made and carried that the bid of Nordstrom & Adams be rejected for following reasons: Price is specified for overcut, with no deductions for undercut, Bidder not being present it cannot be determined whether cement and material is included in bid for cementing first fifty feet of branches as stated in notice. Certified check is less than five per cent of contract when notice calls for ten per-cent. Check is dated Oct, 13-1918;

A motion was made and carried that contract for tile be let to Plymouth Clay Products Co. tile con tract complete \$ 32,279.48.

A motion was made and carried that contract for construction of Section 25 be let to Geo. Wetzel for \$1,941.00, same being low bid on said branch.

A motion was made and carried that labor contract for construction for complete work except Branch 25 be let to W.A. DeLong for \$37,687.00, same being low bid on all branches except Bra. 25.

Bond.

Know all Men by these Presents:

That we, Geo. Wetzel of Spencer, as principal and A. J. Hines and Paul Goyette as sureties, are held and truly bound unto the county of Clay, in the state of Iowa, in the penal sum of Five Hundred Dollars (\$500.00) 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 Geo. Wetzel has this day contracted with Clay County, Iowa, to construct Branch No. 25 of a 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 the same said contract.

Now if the said Geo. Wetzel 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 19th day of April A.D. 1919.

Geo. Wetzel.
Principal.
A. J. Hines.
Paul Goyette.
Sureties.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That Drainage District No. 37, party of the first part, by and through Henry Johnson and A.W. Chamberlain a committee appointed and duly authorized therefor by the Board of Supervisors of said county above named duly assembled, and Geo. Wetzel

party of the second part, contract and agree together as follows, to-wit:

1. Second party agrees to excavate for all ~~the~~ for Branch 25 of Ditch No. 37 and to properly lay all tile therein and to properly fill all ditches herein, doing the work in a good and workmanlike manner and in accordance with the plans and specifications hereinafter referred to, and shall also construct all of the inlets, outlets, and bulkheads required in said Drainage District according to the plans and specifications, the tile to be furnished to second party by first party upon the ground within reasonable distance of the place where same is to be installed, and second party shall furnish all labor, tools and machinery and all cement and other material in constructing said inlets, outlets and bulkheads, and shall receive total sum of Nineteen Hundred and Forty One & no/100 therefor. \$1941.00
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 work of construction and in the employment of the party of the first part, and in consideration of the faithful performance by the party of the second part, of the agreements and stipulations herein contained and the completion of said work in full conformity with this contract and said plans and specifications, first party shall pay to second party the sum of Nineteen Hundred Forty One Dollars, same to be in full payment and satisfaction thereof.
3. The engineer in charge of said work 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 said 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 preceding month, and when said improvement is completed to the satisfaction of the engineer in charge, said engineer shall certify such fact to County Auditor, 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 shall 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 parties 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 the party of the second part, and said second party shall cause no unnecessary inconvenience or damage to property or to 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. The obligation is imposed upon second party to keep said improvement in good condition and repair at second party's expense until same is completed and finally accepted by the parties of the first part.
9. 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 having 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 of Clay County is given jurisdiction.
10. 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 Five Hundred DOLLARS, as by law provided, and jurisdiction for the enforcement of said bond is specifically given to the District Court of the aforesaid county and action may be brought in said county.
11. 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.
12. It is finally agreed between the parties hereto, that work shall be commenced under this contract as follows, as per notice to ~~execute and the~~ execute and the

The contract with _____ contractor for tile on said drainage district dated _____ and on file in the auditor's office is made a part thereof, and it is hereby agreed that said contractor is to respond in damages to second party for any delay or failure in the delivery of tile or other materials as in said contract provided.

In Witness Whereof, the respective parties hereto have set their hands this 16th day of April 1919
 bidders for contract letting April 16, 1919 and made a part of this agreement. The contract with the Plymouth Clay Products Co. and on file in the county Auditor's office, is made a part of this agreement, and it is hereby agreed that said contractor for furnishing tile is to respond in damages to second party for any delay or failure in the delivery of tile or other materials as in said contract provided.

Drainage District No. 37
 Party of the First Part.
 By Henry Johnson
 A.W. Chamberlain
 A committee duly appointed by the Board of Supervisors of Clay County.
 Geo. Wetzel
 Party of the Second Part.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That Drainage District No. 37, party of the first part, by and through Henry Johnson and A.W. Chamberlain, a committee appointed and duly authorized therefor by the Board of Supervisors of said county above named duly assembled, and W.A. DeLong, party of the second part, contract and agree together as follows, to-wit:

1. Second party agrees to excavate for all tile within said Drainage District No. 37 and to properly lay all tile therein and to properly fill all ditches therein, doing the work in a good and workmanlike manner and in accordance with the plans and specifications hereinafter referred to, and shall also construct all of the inlets, outlets, and bulkheads required in said Drainage District according to the plans and specifications, the tile to be furnished to second party by first party upon the ground within reasonable distance of the place where same is to be installed, and second party shall furnish all labor, tools and machinery and all cement and other material in constructing said inlets, outlets and bulkheads, and shall receive total sum of Thirty Seven Thousand Six Hundred Eighty Seven
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 work of construction and in the employment of the party of the first part, and in consideration of the faithful performance by the party of the second part, of the agreements and stipulations herein contained and the completion of said work in full conformity with this contract and said plans and specifications, first party shall pay to second party the sum of \$ 37,687.00, same to be in full payment and satisfaction thereof.
3. The engineer in charge of said work 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 said 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 preceding month, and when said improvement is completed to the satisfaction of the engineer in charge, said engineer shall certify such fact to County Auditor, 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 shall 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 parties 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 the party of the second part, and said second party shall cause no unnecessary inconvenience or damage to property or to 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 hereon, 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. The obligation is imposed upon second party to keep said improvement in good condition and repair at second party's expense until same is completed and finally accepted by the parties of the first part.
9. 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 having 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 of Clay County is given jurisdiction.
10. 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 \$ 2,500.00 DOLLARS, as by law provided, and jurisdiction for the enforcement of said bond is specifically given to the District Court of the aforesaid county and action may be brought in said county.
11. 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.
12. It is finally agreed between the parties hereto, that work shall be commenced under this contract as follows, as per notice to contractors and bid filed which is made a part of this agreement:
The contract with Plymouth Clay Products Co. contractor for tile on said drainage district dated April 16th, 1919, and on file in the auditor's office is made a part thereof, and it is hereby agreed that said tile contractor is to respond in damages to second party for any delay or failure in the delivery of tile or other materials as in said contract provided, ~~as per bond and their control.~~ except strikes, fires or shortage and such
In Witness Whereof, the respective parties hereto have set their hands this 16th day of April, 1919.

Drainage District No. 37
Party of the First Part.

By Henry Johnson
A.W. Chamberlain
A committee duly appointed by the Board of Supervisors of Clay County.

W.A. DeLong
Party of the Second Part.

Filed May 1st 1919
A.W. Chamberlain
Co. Auditor.

DRAINAGE DISTRICT NO. 37

BOND.

Know all Men by these Presents, That we Plymouth Clay Products CO. of Fort Dodge, Iowa as principal L.E. Armstrong and J.T. Cheney as sureties are held and truly bound unto the county of Clay, in the state of Iowa, in the penal sum of Eight Thousand Dollars (\$ 8000.00) 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 Plymouth Clay Products Co. has this day contracted with Clay County, Iowa to furnish tile for 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.

Now if the said Plymouth Clay Products 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 16th day of April, A.D. 1919

Plymouth Clay Products Co.,
By L.E. Armstrong, Pres. Principal

L.E. Armstrong
J.T. Cheney . Sureties
By J.L. Johnson
Attorney in fact

State of Iowa }
Webster Co } ss

We, L.E. Armstrong and J.T. Cheney being duly and severally sworn, on oath and each for himself, says that he is a resident of the state of Iowa, that he is one of the above named sureties in the foregoing bond, that he is worth the sum of _____ Dollars

L.E. Armstrong
J.L. Cheney by
J.L. Johnson Attorney in fact.

Subscribed and sworn to by L.E. Armstrong and J.T. Cheney, this 8th day of May A.D. 1919 before me.

T.B. Kershaw.
Notary Public in and for
Webster Co. Iowa.

(Seal)

CONTRACT FOR FURNISHING TILE.

THIS AGREEMENT, Made in duplicate on this 19th day of August 1919, between the Board of Supervisors of Clay County, Iowa, on behalf of Drainage District No. 37 therein, party of the first part, and Plymouth Clay Products Company of Fort Dodge, Iowa, hereinafter called contractor, party of the second part. Witnesseth:

Second party shall furnish all tile for the construction of tile drainage in Sections Two (2) to Twenty Five (25) except Sections 15, 21, 22, 23 and 24 inclusive, in said Drainage District; said material is to be delivered by said second party upon the ground and at the place required for construction work, same to be properly distributed along the ditch and shall be of the character and quality required by the plans, and specifications hereinafter referred to, and the said materials shall be so furnished and delivered for the total sum of Thirty-two Thousand Two Hundred Seventy nine and 48/100 (\$32,279.48) Dollars; said materials shall be furnished at the required times and as necessary for use in the construction work of said drainage district so as not to delay tilers in their work.

2. The engineer's report, plat, profile, field notes, notice to contractors and specifications, all of which are on file with the Auditor of said County, are made a part of this contract as fully and completely as though incorporated herein, and this contract shall be governed by the laws of the State of Iowa relating to Drainage Districts, under which this district was organized.

3. Engineer in charge shall make monthly reports in duplicate of materials furnished and accepted by him, one copy of which shall be furnished the contractor; and warrants shall be drawn as provided by law and when all the tile have been furnished to the satisfaction of the engineer in charge for any of said sections, said engineer shall certify such fact to the County Auditor, and every ninety (90) days said Board of Supervisors of said county shall pass upon and declare whether or not second party has completed its contract as to such sections, and if they shall determine that the contractor has so completed his contract they shall direct the issuance of warrants in payment of the entire balance due second party upon such sections.

4. The party of the first part shall not be responsible for delays, loss or damage not directly caused by the direct official act of first party, and shall not be liable for the acts of any contractor or persons in the employ of party of the first part.

5. If an injunction should be issued by a court of competent jurisdiction stopping the furnishing of material stipulated for in this contract, then this first party shall in no wise be liable for damage caused second party by reason of said injunction, but the time in which said material is to be furnished shall be extended by the full period of delay occasioned thereby.

6. To secure the faithful performance of this contract the party of the second part executes herewith his bond in the sum of Eight Thousand (\$8000.00) Dollars, as by law provided, and jurisdiction for the enforcement of said bond is specifically given to the District Court of Clay County, Iowa.

7. Said second party shall warrant the tile so furnished under this contract to stand up and perform the services for which they are intended for the term of five (5) years from the completion of this contract, and if said tile or any of them should go down or fail to perform the services for which they are intended within said time, then the said second party will replace the said tile in the tile ditch and pay to the district all damages caused to the said district and parties who have land within the said district, caused to them by the failure of said tile to perform the services for which they are intended; and to secure the performance of this paragraph of this contract, the second party is to give bond to first party in the sum of Three Thousand Two Hundred (\$3200.00) Dollars, with sureties to be approved by first part before the final payment is made under this contract.

8. The tile shall be furnished as specified in the notice to contractors and bid filed and in the specifications which are made a part of this contract.

9. The party of the second part takes notice of the contract with W.A. DeLong, being contract for labor on said Drainage District, dated April 16th, 1919, and on file in the County Auditor's office, and second party hereby assumes the obligations of first party there in for the delivery of tile and to respond in damages to said labor contractor for any failure or delay in the delivery of said tile as in said contract provided.

WITNESS our hands the date first above written.

DRAINAGE DISTRICT NO. 37

By Henry Johnson
Chairman of the Board of Supervisors.
A.W. Chamberlain
County Auditor
PLYMOUTH CLAY PRODUCTS CO.,
Per A.J. Armstrong, Secy.
Contractor

Filed August 22 1919.
A.W. Chamberlain
County Auditor.

DRAINAGE DISTRICT NO. 37

BOND.

Know All Men By These Presents, That we W.A.DeLong of Des Moines, Iowa as principal and The Iowa Bonding and Casualty Company of Des Moines, Iowa as sureties, are held and truly bound unto the county of Clay in the state of Iowa, in the penal sum of Nine Thousand Five Hundred Dollars (\$9,500.00) 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 W.A.DeLong 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 W.A.DeLong 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 Twenty-eighth day of April, 1919.

W.A.DeLong
Principal

The Iowa Bonding and Casualty Co.
Surety

By P.J.Clancy.
Attorney in Fact

Filed May 1st, 1919
A.W.Chamberlain,
Co Auditor.

DRAINAGE DISTRICT NO. 37

Indemnifying Bond.

Know All Men By These Presents: That we the Northern Construction Co. as principal and L.W.Berkey as surety are held and firmly bound unto the County of Clay, State of Iowa and A.W.Chamberlain, County Auditor, for benefit of Drainage District No. 37 in the penal sum of One Thousand Dollars (\$1000.00) to the payment of which we jointly and severally bind ourselves, our successors, legal representatives, and assigns firmly by these presents:

The condition of the foregoing obligation is such that whereas the said principal has completed the work of construction of Drainage District No. 37 and the same has been accepted by the Board of Supervisors and there is now due them and same has been approved by the Board \$ 9173.78 which is the 20% balance on contract price. Whereas the 20% is with held by the County Auditor according to law 30 days after acceptance of work for the benefit of any claims filed for labor or material, and whereas said 20% may be paid by County Auditor upon filing bond for the payment of any claim filed for labor or material within the said 30 days,

Now if the said County Auditor shall pay the said Northern Construction Co. said 20% the said principal and surety on this bond shall and will keep the said County Auditor and said Drainage District and Clay County harmless by reason of said payment and will pay all legal claims for labor and material and other just claims against said Northern Construction Co. that may be filed against them within the next 30 days and this Bond is filed as security for the payment of any just claims as may be due any claimant.

Northern Construction Co.
Principal
L.W.Berkey
Surety

Dated July, 24, 1919 said date being the acceptance of the work of construction by the Board of Supervisors.

Filed: July 24, 1919.
A.W.Chamberlain,
Co.Auditor.

I, A.W.Chamberlain, Auditor of Clay County, Iowa hereby certify that on July 24th, 1919 there were no claims filed against the Northern Construction Co. and on this date Dec. 8, 1919 there is no claim filed against said Northern Construction Co. nor has there been any claim filed between July 24th and said Dec. 8th.

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

DRAINAGE DISTRICT NO. 37

In District Court of Clay County, Iowa.
Frank Smith vs Drainage District No. 37, Clay County, Iowa.

Said case is settled as follows:
Defendant to build good substantial wooden structure 18 ft wide, with necessary approaches such as is built on ordinary highways, Smith to maintain same,
Smith to be paid \$400.00 in addition to amount allowed heretofore and in addition to this he is to be allowed an amount equal to the amount of his assessment for benefits.

Dated Oct. 19 1917.

Frank Smith,
Heald & Cook, Attys for Defendant

In District Court of Clay County, Iowa.
Wm. Flindt vs Drainage District No. 37, Clay County, Iowa.

It is agreed that said case is settled as follows:
Clay County is to pay Wm. Flindt Three Thousand Dollars (\$3000.00) damages and in addition thereto Wm. Flindt is to be allowed a certain temporary wooden bridge now across said ditch on Highway by his land.

Dated Dec. 5, 1919.

Clay County, Iowa for District 37
By Henry Johnson, Chairman.

I, C.S. Weaver, Clerk of the District Court in and for Clay County, Iowa, hereby certify that there are no appeals filed in the matter of the establishment of Drainage District No 37 and that the only other appeals filed were those of William Flindt and Frank Smith, appeals from damages allowed and that said claims of William Flindt and Frank Smith have been settled and so entered of record.

Dated at Spencer, Iowa
Dec. 8, 1919.

(Seal)

C.S. Weaver.
Clerk of the District Court
in and for Clay County, Iowa.

I, A.W. Chamberlain, Auditor of Clay County, Iowa hereby certify the foregoing to be a true and correct transcript and copy of all proceedings and papers filed in reference to Drainage District No. 37 Clay County, Iowa up to this date, to-wit: Dec. 8, 1919

Dated at Spencer, Iowa
Dec. 8, 1919

(Seal)

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

DRAINAGE DISTRICT NO. 37

Board Proceedings August 23, 1920
 met pursuant to courtment. All members and Assistant present.
 Action was made and carried that Vern McCown, J.S. McGuire and Phil Sackman be appointed assessors to assess benefits and costs of construction of Drainage District No. 37.
 Oath of Commissioners to Assess Benefits and Costs of Construction of D.D. # 37
 State of Iowa, Clay County, Iowa

We the undersigned J.S. McGuire, Phil Sackman and W.V. McCown do solemnly swear that we will faithfully and impartially discharge the duties conferred upon us by the foregoing commission for Ditch No. 37 assessment according to law, and the best of our ability.

J.S. McGuire
 Phil Sackman.
 W.V. McCown.

Subscribed and sworn to before me by J.S. McGuire, Phil Sackman and W.V. McCown this 30th day of August 1920

A.W. Chamberlain.
 County Auditor.

BENEFIT ASSESSMENT. Drainage District No 37, Clay County.

We, the undersigned, having been appointed by the Board of Supervisors to assess the cost of district No 37, have proceeded according to law and have classified the lands in the district and submit the following schedule of assessments on the lands and the highways:

Name of owner	Description	Assessment	Per cent
Edward J. Evans	NE SW 16 97-35	\$2	.001
	NW SW 16	4	.001
	SW SW 16	10	.003
	SE SW 16	3	.001
F.M. Tuttle	Lot 6, 17 97-35	48	.014
	Lot 7, 17	129	.041
William Batcher	SE SE 17	1195	.382
Mary Batcher	NE NE 20 97-35	1615	.517
	Lot 1, 20	410	.132
Margaret Murphy	Lot 2, 20	817	.262
William Batcher	SW NE 20	1710	.547
	SE NE 20	910	.291
Margaret Murphy	NE SW 20	990	.317
	SE SW 20	390	.125
Arthur Johnson and Charles Peters	NE SE 20	1390	.445
	NW SE 20	1380	.442
	SW SE 20	1600	.512
	SE SE 20	1510	.483
	SE NE 21 97-35	6	.002
Charles F. Linnan	NW NW 21	4	.001
	SW NW 21	4	.001
	NW SW 21	8	.003
	SW SW 21	12	.004
	SE SW 21	8	.003
	NE SE 21	613	.196
	NW SE 21	120	.038
	SW SE 21	932	.298
W.M. Mason	SE SE 21	1890	.604
	Lot 4, 22 97-35	68	.022
	NW SW 22	702	.225
	SW SW 22	1340	.428
	SE SW 22	169	.054
D. Mulholland	Lot 5, 22	50	.016
	Lot 1, 27 97-35	492	.157
	Lot 2, 27	1750	.560
	Lot 5, 27	368	.118
	NE NW 27	467	.149
	NW NW 27	1192	.382
	SW NW 27	1067	.341
	SE NW 27	1482	.474
Joseph Robinson	NE SW 27	2492	.794
	NW SW 27	1365	.437
	SW SW 27	1668	.533
	SE SW 27	1770	.566
P.J. Claer & T.J. DeBolt	Lot 6, 27	568	.182
	Lot 3, 27	2075	.664
	Lot 4, 27	452	.144
	Lot 7, 27	227	.073
Z.C. Platt	NE NE 28 97-35	2157	.689
	NW NE 28	1233	.395
	SW NE 28	1210	.387
	SE NE 28	1287	.405
	NE NW 28	910	.291
J.K. Sheple	NW NW 28	429	.137
	SW NW 28	504	.161
	SE NW 28	1885	.603
	NE SW 28	1900	.608
F.A. Malcomb	NW SW 28	941	.301
	SW SW 28	1166	.373
F.A. Malcomb	SE SW 28	2969	.950
	Lot 1, 28	1308	.418
Z.C. Platt	NW SE 28	1171	.374
J.W. Cory, Jr	NW SE 28	1853	.580

DRAINAGE DISTRICT NO. 37

Name	Section	Value	Rate
W.F. Martin	NE NE 29 97-35	\$ 654	.209
	NW NE 29	723	.231
	SW NE 29	618	.198
	SE NE 29	114	.036
J.P. Barry	NE NW 29	596	.191
	NW NW 29	86	.028
	SW NW 29	512	.164
	SE NW 29	1708	.546
Geo. A. Rossiter	NE SW 29	1900	.608
	NW SW 29	1475	.472
	SW SW 29	1208	.386
	SE SW 29	560	.179
W.F. Martin	NE SE 29	749	.240
	NW SE 29	940	.301
Clara Leach	SW SE 29	1613	.516
	SE SE 29	1295	.414
Peter M. Hanson	SE NE 30 97-35	261	.083
	NE SE 30	206	.066
	SE SE 30	790	.253
Elizabeth Marble	NE NE 31 97-35	236	.076
Dina Gerdes	NW NE 31	18	.006
	SW NE 31	523	.167
Elizabeth Marble	SE NE 31	1083	.347
	SE NW 31	86	.028
J.W. Cory	NE SW 31	318	.102
J.N. Lawrence	SE SW 31	284	.091
	NE SE 31	222	.068
Elizabeth Thompson	NW SE 31	929	.297
James R. Thompson	SW SE 31	755	.242
Elizabeth Thompson	SE SE 31	239	.076
	NE NE 32 97-35	1488	.476
Clara Leach	NW NE 32	1285	.412
	SW NE 32	590	.189
Aaron W. Jones	SE NE 32	947	.303
Wm. Flindt	NE NW 32	552	.177
	NW NW 32	1282	.411
Hollis Lyons Joy	SW NW 32	594	.190
	SE NW 32	383	.123
O. Thompson	NE SW 32	613	.196
	NW SW 32	784	.251
Hollis Lyons Joy	SW SW 32	787	.252
	SE SW 32	1373	.439
Aaron W. Jones	NE SE 32	681	.218
	NW SE 32	202	.065
Joseph Robinson	SW SE 32	373	.118
	SE SE 32	441	.142
Francis M. Hall Sr.	NE NE 33 97-35	504	.161
	NW NE 33	670	.214
Joseph Robinson	SW NE 33	2883	.924
	SE SE 33	1697	.543
J.W. Cory Jr	NE NW 33	1821	.583
	NW NW 33	1718	.549
Jennie Reverts	SW NW 33	1346	.431
Joseph Robinson	SE NW 33	600	.194
F.M. Tuttle	NW SW 33	697	.223
Jennie Reverts	SW SW 33	572	.183
F.M. Tuttle	SE SW 33	290	.093
	NE SE 33	2530	.812
Francis M. Hall Sr.	NW SE 33	2168	.694
	SW SE 33	1897	.607
Anicetus Maurer	SE SE 33	3125	1.000
T.J. DeBolt	Lot 1, 34 97-35	36	.012
	Lot 2, 34	643	.205
	Lot 3, 34	419	.134
	Lot 7, 34	512	.164
	Lot 4, 34	344	.110
Joseph Robinson	Lot 4, 3 96-35	823	.263
Anicetus Maurer	NW SW 3	4	.001
	NE NE 4 96-35	2633	.842
T.A. & M.G. Batchelor	NW NE 4	2789	.893
	SW NE 4	1416	.453
Lillia B. Wischmeyer	SE NE 4	2232	.714
	NE NW 4	884	.283
T.A. & M.G. Batchelor	NW NW 4	484	.158
	SW NW 4	623	.199
Ben Lakin	SE NW 4	724	.232
	NE SW 4	20	.006
Ben Lakin	NW SW 4	32	.010
	NE SE 4	317	.102
Joseph Robinson	NW SE 4	171	.055
	SE SE 4	7	.002
Lillia B. Wischmeyer	NE NE 5 96-35	186	.059
	NE NW 5	285	.091
Matt Quigley	SW NE 5	118	.038
	SE NE 5	250	.080
Lillia B. Wischmeyer	NE NW 5	442	.141
	NW NW 5	458	.147
Matt Quigley	SW NW 5	257	.082
	SE NW 5	186	.059
J.O. Davidson	NE SW 5	196	.063
	NW SW 5	154	.049

get orange

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get orange

NE

461

1477

*1-20-34
- P. L. Maurer
322 1/2 Grand St
near Monroe*

DRAINAGE DISTRICT NO. 37

Owner	Description	Assessment	Per cent
J.O.Davidson	SW SW 5 96-35	174	.056
	SE SW 5	45	.014
Lillia B. Wischmeyer	NE SE 5	28	.009
J.O.Davidson	NW SE 5	178	.057
	SW SE 5	40	.013
B.R.Warren	NE NE 6 96-35	749	.240
	NW NE 6	409	.131
	SW NE 6	531	.170
	SE NE 6	717	.229
Geo.T.Read Jr	NE NW 6	243	.078
	NW NW 6	5	.002
	N.31 A of SW NW 6	27	.009
Wilbur Galbraith	S.19 A of SW NW 6	23	.007
Emily A. Ingalls	S.15 A of SE NW 6	81	.026
Geo.T.Read Jr	N.22 A of SE NW 6	184	.059
Emily A. Ingalls	NE SW 6	328	.105
Wilbur Galbraith	NW SW 6	259	.083
	SW SW 6	205	.066
Emily A. Ingalls	SE SW 6	162	.052
B.R.Warren	NE SE 6	303	.097
J.G.Duncan	SE SE 6	246	.079
B.R.Warren	NW SE 6	600	.192
Peter Christensen	SW SE 6	445	.142
	SE SE 6	67	.021
John Flack	NE NE 7 96-35	345	.110
Peter Christensen	NW NE 7	648	.207
	SW NE 7	230	.074
John Flack	SE NE 7	332	.106
C.O.Toland	NE NW 7	531	.170
	NW NW 7	145	.046
Frank Smith	SW NW 7	30	.010
	NW SW 7	672	.215
	SE SW 7	108	.035
Henry Miller	NE SE 7	357	.114
	NW SE 7	220	.070
	SW SE 7	601	.192
	SE SE 7	519	.166
J.H.Lawrence	NE NW 8 96-35	110	.035
C.O.Toland	NW NW 8	373	.119
	SW NW 8	479	.153
	SE NW 8	75	.024
Frank O'Clair	W NW SW 8	106	.034
C.O.Toland	W SW SW 8	372	.118
	SE SW SW 8	46	.015
Frank O'Clair	NW NW 17 96-35	46	.015
F.M.Tuttle	NE NE 18 96-35	64	.020
Wm.Kenderdine	SW NE 1 96-36	1115	.357
Emily A. Ingalls	SE NE 1	365	.117
Clara Stucky	SW NW 1	99	.032
	SE NW 1	235	.075
Jessie Weber	NE SW 1	244	.078
	NW SW 1	83	.027
Cora Weber	SW SW 1	131	.044
	SE SW 1	145	.046
Emily A. Ingalls	NE SE 1	41	.013
	NW SE 1	1622	.519
	SW SE 1	973	.311
	SE SE 1	107	.034
Alfred Pearson	NE NE 12 96-36	374	.120
	NW NE 12	901	.288
	SW NE 12	167	.053
	SE NE 12	1068	.342
Catharine Bradford	NE NW 12	587	.188
	SE NW 12	499	.160
Hans Kolding	NE SE 12	123	.039
	NW SE 12	22	.007
Robert O'Clair	SE SE 12	18	.006
Township Clerk, Freeman Twp		2023	.647
Township Clerk, Lake Twp		5840	1.870
Township Clerk, Sioux Twp		253	.083
County Auditor, Clay County		3262	1.044

Total levy \$ 165870, 114,647

Respectfully submitted,

J.S. McGuire
 Phil Sackman
 Verne McCown

Commissioners
 Engineer.

December 1920
 Filed December 14 1920
 A.W. Chamberlain
 County Auditor.

Not on list

Not on list

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AFFIDAVIT OF PUBLICATION OF NOTICE.

Notice of Assessment Drainage District No.37

State of Iowa :
: SS
Clay County :

I, E.L.C.White being duly sworn, say that I am the publisher of the Spencer News-Herald, a weekly newspaper printed at Spencer, Clay County, Iowa, and that the annexed printed notice in the above entitled action was published in said newspaper 2 consecutive weeks; that the date of the first publication was on the 16th day of December, 1920, and that date of the last publication was on the 23rd day of December, 1920

E.L.C.White

Subscribed and sworn to before me by E.L.C.White this 12th day of January, 1921

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

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

In the Matter of the Proposed
Assessment in Drainage District
No. 37

J.B.Tourgee and C.H.Tourgee
Objectors

OBJECTIONS.

Comes now J.B.Tourgee and C.H.Tourgee, and hereby respectfully show to the Board of Supervisors of Clay County, Iowa,

That we are the owners of the Northeast quarter of the Northeast quarter (NE 1/4 NE 1/4) also the South west quarter of the Northeast quarter (SW 1/4 NE 1/4), also the Northwest quarter of the Southwest quarter, (NW 1/4 SW 1/4) all in Section Twenty-nine (S 29) Township Eighty seven (T 87), Range Thirty-five (R 35), Clay County, Iowa.

That according to the report of the commissioners appointed to classify and lands and assess the benefits and costs of construction of Drainage District No.37, which report is now on file in the Auditor's Office of Clay County, Iowa, it is proposed to assess the said Northeast quarter of the Northeast quarter (NE 1/4 NE 1/4) of Section Twenty nine (S29) the sum of Six Hundred and Fifty-four (\$654.00) Dollars.

This proposed assessment is objected to for the reason that the same is excessive and greater than the benefits received by said land and that it is greater in proportion to the benefits received by said land, than the benefits received by other lands in said district similarly situated, and that said proposed assessment is not equitable and just when compared with the proposed assessments against the other lands in said district.

This Forty is all comparatively high land, and there is no low or swamp lands on said Forty which could not be thoroughly drained prior to the construction of the proposed improvement. That prior to the time the present improvement was established, there was an open ditch constructed across the Forty, just west of this Forty, which was paid for by the owner of this land and said ditch in the condition it was in prior to this new improvement was of sufficient depth and capacity to thoroughly and perfectly drain all parts of the above described Forty, and the only reason that any part of the said Forty is wet at this time is because there has been no tile laid from said wet spot to the open ditch above mentioned. That the proposed improvement when it is finally completed will not give this Forty acres of land any more thorough or adequate drainage than it now has, and will in no manner affect the same, as the outlet for drainage of this piece of land is, and was sufficient to thoroughly drain the same if proper tiling had been placed in the land prior to the construction of the new improvement for which it is now proposed to assess this land.

We further object to the proposed assessment upon the Southwest quarter of the Northeast quarter (SW 1/4 NE 1/4) of Section Twenty nine (29), for the reason that said Forty is not touched by any part of the said improvement for which the assessment is being made, and that said Forty is high and well above the lands through which said improvement is constructed and a portion of said Forty is now tiled and that the tile now in said Forty give thorough and adequate drainage to said land, and all that is required to fully and thoroughly drain said Forty, is to construct a few additional strings of tile in places that are not reached by the tile now laid in said Forty. That the water from this Forty outlets to the Southwest and the deepening or improvement of the outlet will in no manner affect this Forty, for the reason that the present outlet is sufficient and furnishes adequate outlet for all the water through the tile already laid from this Forty. That the outlet for the tile in this Forty, has been formerly paid for.

DRAINAGE DISTRICT NO. 37

That these objector's object to the proposed assessment on both of the above described Forty's of land for the further reason that they have not been given proper credit for the improvements now in said lands, in the way of tile, and have not been given proper credit for the complete outlet which they now have and have always had prior to the construction of the new improvement, which has been paid for by this land, and they respectfully request that the proposed assessment on these two Forty's be reduced to a nominal sum only.

We further object to the proposed assessment upon the Northwest quarter of the South east quarter (NW 1/4 SE 1/4) of said Section twenty-nine (29) for the reason that nearly all of said Forty is high dry land and capable of being farmed in any season. That there is already a large amount of tile through this Forty, which has a sufficient outlet, and that the benefit of the new outlet will in no manner affect this land, because it is already high above the present outlet. That there is only a very small pond near the south central part of said Forty which is not already drained, and that this pond does not comprise more than one acre in extent, and that all of the wet land that will be furnished an outlet by the new improvement lies on the Forty east of this one, and that comparatively little if any benefit will be given to this Forty by the new improvement, and these objectors therefore ask that the proposed assessment on this Forty, be reduced in at least the sum of Five Hundred (\$500.00) Dollars.

WHEREFORE, these objector's respectfully ask that the Board will personally view these lands prior to fixing the assessment thereon and that they will reduce the proposed assessment upon each of the three above described Forty acre tracts, so that the assessment finally levied upon them shall not be in excess of the actual benefits which these lands receive from the new improvement, and that these lands be given full and complete credit for prior improvements made and paid for by these lands, and that the assessment levied upon these lands shall not be greater in proportion to the benefits received than the benefits to other lands within the district which are benefitted in a like or greater amount, and that said assessments shall be equitable and just as compared with the assessment upon other lands of said district.

J. B. Tourgee
C. H. Tourgee.

Filed January 6-1921
A. W. Chamberlain,
County Auditor.

Dickens, Iowa, Jan. 12 1921

For the Drainage District No. 37.
Dear Sir.

I would like to call your attention to the tiling I have done from the Ditch and on up through the NE of NW 27. It seems to me you wont assess W. M. Mason for the outlet and deduct it from mine. Whatever wont be right I hate to pay the tiling.

Yours Truly
Martin C. Hansen, on the D. Mulholland place.

Filed Jan 13 1921
A. W. Chamberlain,
County Auditor.

IN THE MATTER OF DRAINAGE DISTRICT NO 37, CLAY COUNTY IOWA.

To A. W. Chamberlain, County Auditor of Clay County, Iowa;
The Board of Supervisors of Clay County Iowa, and Clay County, Iowa.

Now comes H. J. Madson, the owner of tracts of land hereinafter described, and files writtten objections to the report of the Commissioners.

The tracts and parcels of land in respect of which these objections are made are described as follows

Section	Township	Range	Assessment.
Lot 2 Sec 28	"	35	(45.35 A) \$ 1328.
NE 1/4 NE 1/4 33	"	"	(35.90 A) 504.
NW 1/4 NE 1/4 33	"	"	(36 A) 670.
NE 1/4 NW 1/4 33	"	"	(36.9 A) 1821.
SE 1/4 NW 1/4 33	"	"	600.
NE 1/4 SW 1/4 27	"	"	2492
NW 1/4 SW 1/4 27	"	"	1365
SW 1/4 SW 1/4 27	"	"	1668
SE 1/4 SW 1/4 27	"	"	1770

and the grounds of objections and protest are as follows:

1. That the lands are not properly classified or marked upon a just and equitable percentage in proportion to the actual benefits which will be received from the said Drainage District and the construction of the improvement therein ordered.
2. The amount of the assessment appearing against said parcels and tracts of land is excessive, inequitable, unjust and out of proportion with the amounts apportioned to other like tracts and parcels of land in the same district.
3. All of said tracts of land are in whole or in part under cultivation and cropped, and are adequately and efficiently drained by natural or artificial drainage, and no benefits will result from the construction of said improvement.
4. The amount assessed against the said several tracts of land hereinbefore described is greater than assessed against other like tracts of land in said District.
5. That the said assessment as proposed is in all respects excessive, inequitable and unjust.
6. That no special benefits of the amount as proposed will or possibly can be derived or received as a result of the establishment or construction of the proposed improvement.
7. That the amount of said assessment is confiscatory.
8. That the northwest quarter of the northeast quarter of section thirty-three is land that is all under crop with the exception of about one acre, and there is no county tile on this particular tract of land, and the said Madson does not receive benefits by reason of said Drainage District to the amount assessed against said particular tract of land, namely \$670.
9. That the northeast quarter of the northwest quarter of Section thirty-three has been assessed \$1821 and that this land does not receive benefits as in the amount assessed as the large tile which goes through this particular tract of land is necessary in order to afford an outlet for the parties at the east or near the head of said branch of tile.

10. That the said above described tracts and parcels of land and each of them are assessed in too great an amount for the benefits received and the said assessment should be reduced.

WHEREFORE, the undersigned ask that the said assessment be reduced, and for such and other relief as may be right and proper.

H.J.Madsen
Owner

Filed this 13th day of January, 1921
A.W.Chamberlain,
County Auditor.

IN THE MATTER OF DRAINAGE DISTRICT NO 37, CLAY COUNTY, IOWA.

Now comes J.W.Cory, Jr. the owner of tracts of land hereinafter described, and files written objections to the report of the commissioners. The tracts and parcels of land in respect of which these objections are made are described as follows:

Section	Township	Range	Assessment.
NW 1/4 SE 1/4 28	97	35	\$ 1171
SW 1/4 SE 1/4 28	"	"	1653
NW 1/4 NW 1/4 33	"	"	1718

Objections same as one preceeding, except No. 3

All of said tracts of land are adequately and efficiently drained by natural or artificial drainages, and no benefits will result from the construction of said improvement.

J.W.Cory, Jr.
Owner.

Filed this 11 day of January, 1921
A.W.Chamberlain,
County Auditor.

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA.

In the Matter of Assessment of Benefits in Drainage District No ___ of Clay County, Iowa.

Comes now the undersigned, _____ and states to the Board of Supervisors that he is the owner of the land described below.

That the said land has been included in drainage district No ___ of the county of Clay and state of Iowa. That the said forty-acre tracts contained in said land have been classified and assessed by the commissioners for the purpose of assessing the benefits and apportioning the costs, expense and cost of construction fees and damages of said district as follows:

+Description of land+

The undersigned objects to each and all of said assessments and the classification of said lands and states that the same are unjust, inequitable, and excessive as compared to the assessments on other lands in said drainage district for the following reasons, to-wit:

1. The classification for each of said tracts of land is erroneous and excessive as compared with the other lands in said district.
2. The number of acres benefited as found by said commissioners is excessive.
3. The amount of the assessment in dollars and cents on each of said forty acre tract is excessive as compared to the assessment against other lands in said district.
4. That the assessment against each of said tracts of land is greater than the benefits which will be derived from the establishment of said drainage district and construction of the contemplated improvement.
5. That the assessment against each of said forty-acre tracts is inequitable.
6. That the assessment against each of the said forty-acre tracts is higher according to the benefits that will accrue to said land than are the assessments against other lands in said district similarly situated.
7. That according to the benefits which will accrue to said land the same are assessed greater in proportion to the entire costs than are the other lands in said district.

The following persons have filed objections upon the general form set forth above with the following changes and additions.

Jurgen Heisler.
The northeast quarter of the northwest quarter and the south east quarter of the northwest quarter of Section 12 96-35

That said assessment against said premises is excessive, and not in proportion to the benefits received, and in excess of the assessment on other lands in said district

Filed Jan 12 1921
A.W.Chamberlain, Co Auditor.

Jurgen Heisler.

Eva R. Robinson.
Lot 4 Sec. 3 96-35
NW SW 3
NE SE 3
NW SE 3
SE SE 3
Same as form

Eva R. Robinson
By John H. Bale, her agent

Filed Jan 11 1921
A.W.Chamberlain,
County Auditor.

Clara Leach.
SW 1/4 SE 1/4 Sec 29 97-35 \$1613. .516
SE 1/4 SE 1/4 " 29 1295 .414
NE 1/4 NE 1/4 " 32 1488 .476
NW 1/4 NE 1/4 " 32 1286 .412
Same as form

Clara Leach.
By G.L.Leach, Her husband and agent

Filed Jan 10 1921
A.W.Chamberlain
County Auditor.

DRAINAGE DISTRICT NO. 37

Wm. Flindt.

NE 1/4 NW 1/4	sec. 32 97-35	\$ 552.00	.177
NW 1/4 NW 1/4	" 32	1282.00	.411
SW 1/4 NW 1/4	" 32	594.00	.190
SE 1/4 NW 1/4	" 32	383.00	.123

Same as form, with the following additional
 8. That prior to the establishment of this district the undersigned had good and sufficient outlets for the drainage of all of his lands, except a few acres, and that the said lands were nearly all tiled out and no further tiling was needed; and because of the foregoing, he derived practically no benefit from the establishment of said drainage district.

Wm. Flindt
 By Buck & Kirkpatrick,
 His Attorneys.

Filed January 12 1921
 A.W. Chamberlain
 County Auditor.

F.M. Tuttle.

Lot 6 in 17	97-35	\$ 43.00	.014
" 7 "	" "	129.00	.041
NE 1/4 SE 1/4	33 97-35	697.00	.223
SE 1/4 SW 1/4	33	290.00	.093
NW 1/4 NW 1/4	17 96-35	46.00	.015

Same as form, with the following additional:
 8. Lots 6 and 7 in 17 97-35 were all well tiled and drained into the big slough prior to the formation of this drainage district, and such facts should be taken into consideration in levying and the assessments.

F.M. Tuttle
 By Buck & Kirkpatrick
 His Attorneys.

Filed January 12, 1921
 A.W. Chamberlain
 County Auditor.

Wilbur Galbraith

West half of the south west quarter of Section 6 in Township 97 Range 35 in Clay County, Iowa.

Same as form, with the following additional:
 8. That said improvement does not furnish him with any better outlet than he already possessed before said district was established.
 9. That he has already bought, paid for and owns all the outlet that he needs for the drainage of said land.

Wilbur Galbraith.
 Owner.

Filed, January 8 1921
 A.W. Chamberlain.
 County Auditor.

A.M. Eddington

NE SW	S 29	\$ 1900.00
NW SW	" 29	1475.00
SW SW	" 29	1206.00
SE SW	" 29	560.00

Same as form
 Filed January 6, 1921
 A.W. Chamberlain.
 County Auditor.

A.M. Eddington.

Wm. Batcher.

SE SE	Sec. 17 97-35	\$ 1195.00
SW NE	" 20	1710.00
SE NE	" 20	910.00

Same as form.
 Filed ~~January 28~~ December 28 1920
 A.W. Chamberlain
 County Auditor.

Wm. Batcher.

Anicetus Maurer.

SE 1/4 of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 33 Twp 97 Range 35, and the NE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 4 Twp 96 Range 35.

Same as form.
 Filed January 14, 1921
 A.W. Chamberlain.
 County Auditor.

Anicetus Maurer

DRAINAGE DISTRICT NO. 37

George E. Saunders.

SW NE Sec. 33	97-35	\$2883.00	.924
SE NE "	33	1697.00	.543
NE SE "	33	2539.00	.812
NW SE "	33	2168.00	.694

Same as form, with the following additional:
 Because of the excessive overdepth in the above lands the commission has not equitably distributed the costs of the same.
 Filed January 15 1921
 A.W. Chamberlain,
 County Auditor.

George E. Saunders.

Dickens, Iowa. 1-15 1921

I, the undersigned do object to paying \$246.00, which is assessed against the following described land:

The South $\frac{1}{2}$ of the NE of the SE Sec. 6 in Freeman Twp, Clay County, Iowa as payment on Drainage District No. 37 located in Lake and Freeman Townships, Clay County, Iowa. For the reason that there is a 12 inch tile across, on the above described land, from NE to SW with an outlet something like 700 feet from Ditch No. 37.

Said J.L. Arney is owner of the above described land.

Signed- J.L. Arney

Filed January, 1921
 A.W. Chamberlain,
 County Auditor.

Mrs Emily A. Ingalls

S .15 A of SE NW 6	96-35	\$ 81.00
NE SW	6	328.00
SE SW	6	162.00
SW NE	1 96-35z36	1115.00
SE NE	1	365.00
NE SE	1	41.00
NW SE	1	1622.00
SW SE	1	973.00
SE SE	1	107.00

Same as form

Mrs Emily A. Ingalls

Filed January 18 1921
 A.W. Chamberlain,
 County Auditor.

January 17, 1921 To the Honorable Board of Supervisors of Clay County, Iowa.

Dear Sirs
 In regard to my assessment in Drainage District No. 37. Will say that my assessment is too high for the following reasons:
 1. We didnt need the drainage district.
 2. Four of us got to gether in 1914 and put in a outlet of 12 inch tile 1600 ft long; which has two inch fall pr 100 ft from start to finish. This tile empties into a ravine which gived the water ample room to get away from tile. Which is 750 feet from big ditch, according to your engineer. If this tile is put into the big ditch it will be a damage to us for the water will have to force its way out against the water in the big ditch.
 3. Why should I pay whsz \$787.00 when I dont get one foot of tile on my farm
 4. This tax is too heavy on this lower end of the district and not enough on the upper end for a lot of that land is worthless when under water.
 Description of land.
 NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ all in S c. 5
 NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ all in Sec. 6, all of said lands being in Township 96 Range 35.
 also objections same as form

J.O. Davidson.

Filed Jan 17, 1921
 A.W. Chamberlain, Co Auditor

T.J. DeBolt.

Lots 1, 2, 3, 6 and 7 in Sec. 34 97-35

Same as form

T.J. DeBolt.

Filed January 17 1921
 A.W. Chamberlain,
 County Auditor.

Wm. Kenderdine

NE NE Sec. 18	96-37	\$64.00
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Same as form, with the following additional
 B. There is great damage to my land at outlet of the District for which I receive no damage payment and I ask that the assessment be cancelled to offset said damage.

Wm. Kenderdine.

Filed January 17 1921
 A.W. Chamberlain,
 County Auditor.
 P.M. Hansen.

P.M.Hansen.

SE SE Sec.30 97-35 \$790.00

Same as form.

P.M.Hansen.

Filed January 17 1921
A.W.Chamberlain.
County Auditor.

Aaron M.Jones.

SW NE 32	97-35	\$590.00
SE NE 32		947.00
NE SE 32		681.00
NW SE 32		202.00
SW SE 32		373.00
SE SE 32		441.00

Same as form.

A.M.Jones.

Filed January 17 1921
A.W.Chamberlain.
County Auditor.

J.P.Barry.

NE NW Sec.29	97-35	\$ 596.00
SE NW "	29	1708.00

Same as form

J.P.Barry.

Filed January 17 1921
A.W.Chamberlain.
County Auditor.

Margaret Murphy.

Lot 2	Section 20	Assessed	\$817.00	Per Cent	.262
NE SW	" 20	"	990.00	" "	.317
SE SW	" 20	"	390.00	" "	.125

Same as form.

Margaret Murphy.
By John Sish, her agent.

Filed January 17 1921
A.W.Chamberlain
County Auditor.

Objections to assessments to Drainage District # 37, Clay County, Iowa, by W.M.Mason, owner of Lot 4, and the NW of SW, and SW of SW, and SE of SW, all of Section 22, Township 97, Range 35.

TO THE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA.

Comes now W.M.Mason, the owner of the above named property as aforesaid, and files the following objections to the assessment as levied against the above described property, within the above named drainage district for the following reasons:
That the said assessments are excessive and not in proportion to the benefits received.

That the said drainage district leaves the land in no better condition than before the said district was made.

That the drainage does not give the proper outlets for drainage of said land, but it will be necessary for the owner in order to properly drain the said land to install new and additional drainage and obtain other outlets.

That the said drainage known as Drainage District # 37, does not offer any outlet to drainage which the said property owner may install for the benefit of his land.

That all of said land is not within the said drainage district.
That the said proposed drainage is not a benefit and the assessments levied are not in proportion to the benefits received.

WHEREFORE, the said land owner prays that a new assessment be made, and that the assessments be adjusted so as to be commensurate with the real benefits received.
W.M.Mason.

State of Iowa }
Emmet County } SS

I, W.M.Mason, being first duly sworn and on oath do depose and say, that I have read the foregoing statements and know the contents thereof, and the statements therein contained are true as I verily believe.

W.M.Mason.

Subscribed and sworn to before me on this 15th day of January, A.D. 1921

F.H.Rhodes.
Notary Public in and for Emmet County.

: : : :
: : : :
: SEAL :
: : : :
:

Filed January 18 1921
A.W.Chamberlain.
County Auditor.

DRAINAGE DISTRICT NO. 37

62

Anicetus Maurer.

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33 Twp 97 Range 35, and NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 4 Township 96 Range 35.

Same as form.

Anicetus Maurer.

Filed January 14 1921
A.W. Chamberlain.
County Auditor.

Holts Iowa, Jan 14 1921

Co. Auditor, Clay Co.
Spencer, Iowa.

Sir:-

I hereby object to the amount of assessment made by the commissioners against the E $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 28 96-37 in Drainage District No. 37 Clay County

F.A. Malcolm.

Filed January 19 1921
Received same date
A.W. Chamberlain.
Co Auditor.

DRAINAGE DISTRICT NO. 37

Auditors Office Jan. 17, 1921.

The Board of Supervisors met as per adjournment. Present, Johns, Parker, Scharf, and Scharnberg. Absent Henry Johnson.

On motion G.H. Parker was made chairman of the meeting.

Whereas this date was set for hearing on the assessment of benefits and costs of construction of Drainage District No. 37 as per published notice, and the Board having reviewed the report of the appraisers and given due hearing to all interested persons appearing, and it appearing to the Board that said matter should be adjourned to view the ground in reference to the assessment and the matter given further consideration,

Therefore be it Resolved that the entire matter be adjourned to Jan. 25th, 1921.

The foregoing resolution was made in the form of a motion and adopted. All voting in the affirmative.

XXXXXXXX XXXXXX XXXXXX XXXX XXX XXX XXX

On motion Board adjourned to meet Jan. 25th 1921.

G.H. Parker,
Chairman

Attest:

A.W. Chamberlain,
County Auditor.

Auditors Office Jan. 25, 1921.

The Board of Supervisors met as per adjournment. Present Johns, Parker, Scharf, and Scharnberg.

On motion G.H. Parker was made chairman of the meeting.

This date was set by adjournment for hearing on the assessment of benefits and costs of construction of Drainage District No. 37.

Whereas the Board of Supervisors having examined the report of the appraisers and having viewed the ground in reference to the assessments, and upon examination of the proceedings find that proper notices have been given and that the Board has jurisdiction and being fully advised in the matter,

Therefore be it Resolved that the objections made to said assessments be overruled and that the report of the appraisers which is hereby made a part of this resolution, are just and equitable and the amounts assessed against the various pieces of land as set forth in said report are in proportion to the benefits received and not in excess thereof, and the report of the appraisers is hereby approved and affirmed with the following changes:

- That the SW NW Sec. 33-97-35 be reduced from \$1346 to \$800.00 ✓
- that the NE SW Sec. 33-97-35 be reduced from 677 to 500.00 ✓
- that the SE SE Sec. 17-97-35 be reduced from 1195 to 900.00 ✓
- that the lot 6 Sec. 17-97-35 be reduced from 43 to 10.00 ✓
- that the SE SW Sec. 20-97-35 be reduced from 390 to 290.00 ✓
- that the SE SW Sec. 22-97-35 be reduced from 169 to 119.00 ✓

Be it further resolved that the amounts assessed by the said appraisers against the various tracts of land as shown in their report with the changes as set forth above and made by the Board be hereby levied and assessed against the land as shown herein.

The foregoing resolution being read to the Board a motion was made by Johns and seconded by Scharnberg that said resolution be adopted. Motion carried Johns, Parker, Scharf and Scharnberg voting Aye. Noes none.

XXXXX XXXXXX XXXX XX

On motion Board adjourned.

Attest:
A.W. Chamberlain, Auditor.

G.H. Parker
Chairman

In the Matter of Drainage District No. 37, Clay County, Iowa.

Notice of Appeal from Assessment of Benefits.

To the Honorable Board of Supervisors of Clay County, Iowa; To Clay County, Iowa, and to A.W. Chamberlain County Auditor of Clay County, Iowa and to Drainage District No. 37, Clay County, Iowa:

You and each of you are hereby notified that the undersigned, H.J. Madsen, the owner of the following described land, to-wit:

Northeast quarter of the Northwest quarter of Section thirty-three Township ninety-seven, Range thirty-five, Clay County, Iowa, hereby appeals to the District Court of Clay County, Iowa, from the action of the Board of Supervisors of said county in affirming, making and levying a certain assessment for benefits against the above described land of the said H.J. Madsen, located in said Drainage District, which action of said Board of Supervisors was taken on the 25th day of January, 1921, said assessment being in the sum of \$1821.00.

You are further notified that said appeal will come on for hearing at the March, 1921, Term of the District Court of Clay County, Iowa, to be begun and held at the Court House at Spencer, Iowa on the 7th day of March 1921, and you will govern yourselves accordingly.

H.J. Madsen.

Service of the above and foregoing notice accepted and copy thereof received on this 12th day of February, 1921.

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

APPEAL BOND.

KNOW ALL MEN BY THESE PRESENTS:

That H.J. Madsen as principal and H.G. Madsen as surety, hereby bind ourselves, heirs, executors and assigns in the sum of \$200.00 to A.W. Chamberlain, County Auditor of Clay County, Iowa, Clay County, Iowa, and the Board of Supervisors of Clay County, Iowa, and to Drainage District No. 37 Clay County, Iowa and to all owners of real estate subject to assessment, located in said Drainage District No. 37 and to all other persons interested in said Drainage District, and to the successor of the present Auditor of Clay County Iowa, the payment of which well and truly to be made upon the following conditions;

That whereas, the said H.J. Madsen, has appealed from the action of the Board of Supervisors of Clay County, Iowa, to the District Court of Clay County, Iowa in assessing, ratifying and confirming the assessment for benefits by reason of the construction of Drainage District No. 37 Clay County, Iowa, upon the following described lands, to-wit

NE 1/4 NW 1/4 Sec. 33 Twp 97 Range 35 Clay County, and if during the further progress of said appeal a result more favorable to the said H.J. Madsen, in reference to the said assessment for benefits is not obtained than has been ratified and confirmed as made by the appraisers for said benefits by the said Board of Supervisors to pay and discharge all costs taxed and levied against said H.J. Madsen, and to abide by the further orders of said Court, this obligation to be void, otherwise to remain in full force and effect.

H.J. Madsen
Principal
H.G. Madsen
Surety.

State of Iowa, Clay County, SS

I, H.J. Madsen and H.G. Madsen, on oath depose and say that I am a resident of Clay County, Iowa and that I have property not exempt from execution in Clay County, Iowa, worth in excess of One Thousand Dollars.

H.J. Madsen
H.G. Madsen

Subscribed and sworn to before me and in my presence this 12th day of February, 1921

J.W. Cory Jr.
Notary Public Clay County
Iowa.

(SEAL)

DRAINAGE DISTRICT NO. 37

65

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA.

IN THE MATTER OF
DRAINAGE DISTRICT
No. 37, CLAY COUNTY, IOWA

NOTICE OF APPEAL
March Term 1921

To the Board of Supervisors of Clay County, Iowa; Drainage District No. 37, Clay County Iowa, and to A.W. Chamberlain, Auditor of Clay County, Iowa.

You and each of you are hereby notified that George E. Saunders appeals to the District Court of Clay County, Iowa, from the action of the Board of Supervisors of said Clay County, Iowa, and on the 25th day of January, 1921, in fixing the assessment and apportionment of the costs, expenses and costs of construction, fees and damages in Drainage District No. 37, Clay County, Iowa, on the following described land situated within said District to-wit:

Description	Assessment	Per Cent
SW quarter of NE quarter of 33 97-35	\$2883.00	.934
SE " " NE " " 33 97-35	1697.00	.534
NE " " SE " " 33 97-35	2539.00	.812
NW " " SE " " 33 97-35	2168.00	.694

That the above land is owned by this appellant, and that the above is the classification and assessment of the same as fixed by the Board of Supervisors of Clay County, Iowa. That this appeal is from each and all acts of said Board in making said assessment and is based upon the objections of this appellant, made to the assessment and classification of said land, and to each and all of said objections as filed in the office of the Auditor of Clay County, Iowa, on the 25th day of January, 1921.

Reference is hereby made to the objections filed as aforesaid and the same is made a part hereof as though fully written out herein.

You are further notified that the said appeal will come on for hearing at the March term of the District Court of Clay County, Iowa, which will commence and be held at the Court House in Spencer, in said County, on the 7th day of March 1921, and unless you appear thereto and defend on or before noon of the second day of said term, your default will be entered and judgment and decree rendered annulling and setting aside the appraisal and assessment of said land. You are further notified that on or before February 24th, 1921 the petition of the appellant will be filed in said Court, asking such relief.

Dated this 11th day of February, 1921

George E. Saunders,
By Cornwall & Cornwall
Davidson & Burt
His Attorneys.

I hereby accept due, legal and timely service of the foregoing notice of appeal and acknowledge receipt of a copy thereof this 11th day of February 1921, and further acknowledge receipt of appeal bond and approve same

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

KNOW ALL MEN BY THESE PRESENTS:

That George E. Saunders as principal and D.E. Kulp and C.J. Frye as surety, both of Palo Alto County and state of Iowa, are held and firmly bound unto the State of Iowa, for the use and benefit of Drainage District No. 37 of Clay County Iowa and to all persons who may be interested therein, in the penal sum of Five Hundred (\$500.00) Dollars, well and truly to be paid, the condition of this obligation is such that;

WHEREAS the said George E. Saunders as the owner of the Southwest of the Northeast quarter (SW NE) and the Southeast of the Northeast (SE NE) and the North east of the Southeast (NE SE) all 1/4 Section 33, Twp 97, Range 35, Clay County, Iowa, has appealed from the assessment of benefits approved by the Board of Supervisors of said County in Drainage District No. 37 of said County to the District Court of the State of Iowa in and for Clay County.

Noe Therefore if the said George E. Saunders shall pay all costs and expenses that may be adjudged against him and perform any judgement that may be returned against him in connection with said appeal, then this bond to be void; otherwise in full force.

George E. Saunders,
Principal
D.E. Kulp
C.J. Frye
Sureties

State of Iowa, Palo Alto County, SS
We, D.E. Kulp and C.J. Frye being first duly sworn upon oath state that we are both free holders of the State of Iowa and are worth more than \$2000.00 and have property subject to execution in the State of Iowa of the value of more than \$1000.00

D.E. Kulp
C.J. Frye

Subscribed in my presence and sworn to this 11th day of February, 1921

A.J. Burt
Notary Public

(SEAL)

State of Iowa, Palo Alto County, SS:
I, E.M. Thompson, Clerk of the District Court, within and for said County and State hereby certify that D.E. Kulp and C.J. Frye sureties on the annexed Bond are good and sufficient for the amount therein named, and that if said Bond was presented to me for approval, I should approve the same.
Dated this 11th day of Feb. 1921

E.M. Thompson,
Clerk.

66

DRAINAGE DISTRICT NO. 37

IN THE MATTER OF DRAINAGE DISTRICT NO. 37, CLAY COUNTY, IOWA.

Notice of Appeal.
from assessment of benefits.

To the Honorable Board of Supervisors of Clay County, Iowa;
to Clay County, Iowa and to A.W. Chamberlain County Auditor
of Clay County, Iowa and to Drainage District No. 37 Clay
County, Iowa.

You and each of you are hereby notified that the undersigned, J.W. Cory, Jr. the owner of the following described land, to-wit: the northwest quarter of the southeast quarter of section twenty-eight township ninety-seven, range thirty-five; southwest quarter of the southeast quarter of section twenty-eight, township ninety-seven, range thirty-five; northwest quarter of the northwest quarter of section thirty-three, township ninety-seven, range thirty-five, Clay County, Iowa, hereby appeals to the District Court of Clay County, Iowa, from the action of the Board of Supervisors of said County, in affirming, making and levying a certain assessment for benefits against the above described land of the said J.W. Cory, Jr., located in said Drainage District, which action of said Board of Supervisors was taken on the 25th day of January, 1921, said assessments being in the sums of \$1171.00, \$1653.00 and \$1718.00 respectively.

You are further notified that said appeal will come on for hearing at the March 1921 Term of the District Court of Clay County, Iowa, to be begun and held at the Court House at Spencer, Iowa, on the 7th day of March, 1921, and you will govern yourselves accordingly.

J.W. Cory Jr.

Service of the above and foregoing notice accepted and copy thereof received on this 4th day of February, 1921

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

APPEAL BOND

Know all men by these presents.

That J.W. Cory, Jr. as principal and M.C. Cory as surety, hereby bind our selves, heirs, executors and assigns in the sum of \$ 250.00 to A.W. Chamberlain County Auditor of Clay County, Iowa, and to Drainage District No. 37 Clay County Iowa, and to all owners of real estate subject to assessment, located in said Drainage District No. 37 and to all other persons interested in said Drainage District, and to the successor of the present Auditor of Clay County, Iowa, the payment of which well and truly to be made upon the following conditions;

That whereas, the said J.W. Cory, Jr., has appealed from the action of the Board of Supervisors of Clay County, Iowa to the District Court of Clay County in assessing, ratifying, and confirming the assessment for benefits by reason of the construction of Drainage District No. 37 Clay County, Iowa upon the following described lands, to-wit:

NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ in Sec. 28 and NW $\frac{1}{4}$ NW $\frac{1}{4}$ in Sec. 33 all in Twp 97 Range 35 Clay County, Iowa. and if during the further progress of said appeal a result more favorable to the said J.W. Cory, Jr., in reference to the said assessment for benefits is not obtained than has been ratified and confirmed as made by the appraisers for said benefits by the Board of Supervisors to pay and discharge all costs taxed and levied against said J.W. Cory, Jr., and to abide by the further orders of the Court, this said obligation to be void, otherwise to remain in full force and effect.

J.W. Cory, Jr. Principal

M.C. Cory. S Surety.

State of Iowa, Clay County, SS

I, J.W. Cory, JR., and M.C. Cory, on oath depose and say that I am a resident of Clay County, Iowa and that I have property not exempt from execution in Clay County, Iowa, worth in excess of One Thousand Dollars.

J.W. Cory, Jr.,
M.C. Cory.

Subscribed and sworn to before me and in my presence this 4th day of February, 1921

J.W. Cory
Notary Public,
Clay County, Iowa.

(SEAL)

NOTICE OF APPEAL.

TO THE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA; TO CLAY COUNTY, IOWA; TO A. W. CHAMBERLAIN, COUNTY AUDITOR OF SAID COUNTY; AND TO DRAINAGE DISTRICT NO. 37 OF SAID COUNTY:

You and each of you are hereby notified that Aaron W. Jones, the owner of the south half of the northeast quarter and the southeast quarter of section 32, township 97 north, range 35 west of the 5th P.M., Clay County, Iowa, hereby appeals to the district court of Clay County, Iowa from the action of the Board of Supervisors of said county in affirming, making and levying and certain assessment for benefits against the above described lands of the said Aaron W. Jones, located in said drainage district, by reason of the construction of the said drainage district, which action of said Board of Supervisors was taken on the 25th day of January, 1921, said assessment being in the sum of \$ 3234.00.

You are further notified that said appeal will come on for hearing at the March term, 1921, of the district court of Clay County, Iowa, to be begun and held at the Court House at Spencer, Iowa on the 7th day of March, 1921. You will govern yourselves accordingly.

Aaron W. Jones.
By Buck & Kirkpatrick
His Attorneys,

ACCEPTANCE OF SERVICE.

Service of the above and foregoing notice accepted and copy thereof received this 14th day of February 1921

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

APPEAL BOND.

KNOW ALL MEN BY THESE PRESENTS:

That Aaron W. Jones, as principal, and E. P. Flint as surety, hereby bind ourselves, heirs, executors and assigns in the sum of Five Hundred Dollars to A. W. Chamberlain, County Auditor of Clay County, Iowa, and to his successors in office, to Clay County, Iowa, to the Board of Supervisors of said county, to Drainage District No. 37 of said county, and to all owners of real estate subject to assessment, located in said Drainage District No. 37 and to all other persons interested in said drainage district, the payment of which well and truly to be made upon the following conditions:

That, whereas, the said Aaron W. Jones has appealed from the action of the Board of Supervisors of Clay County, Iowa, to the district court of Clay County, Iowa, in finding and allowing certain damages for and on account of construction of said ditch upon the S $\frac{1}{2}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Sec. 32, in Twp 97 North; Rg. 35 West of the 5th P.M. Clay County, Iowa, and if during the further progress of said appeal, a result more favorable to the said Aaron W. Jones in reference to the said damage is not obtained than has been granted by said Board of Supervisors, to pay and discharge all costs taxed and levied against the said Aaron W. Jones and to abide by the further orders of said court, this obligation to be void, otherwise to remain and in full force and effect.

Aaron W. Jones,
By Buck & Kirkpatrick
His Attorneys
E. P. Flint
Surety.

State of Iowa, :
 : SS
Clay County :

I, E. P. Flint, being duly sworn, on oath depose and say that I am a resident of Clay County, Iowa; that I have property not exempt from execution in Clay County, Iowa, worth in excess of One Thousand Dollars.
E. P. Flint

Subscribed and sworn to before me by the said E. P. Flint on this 14th day of February, 1921

A. S. McCurdy,
Notary Public.

(SEAL)
Filed Feb. 14, 1921
A. W. Chamberlain
County Auditor.

DRAINAGE DISTRICT NO. 37

MARY FLEGGY & SONS CO., WATERLOO, IOWA - 11001

NOTICE OF APPEAL.

TO THE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA; TO CLAY COUNTY, IOWA; TO A. W. CHAMBERLAIN, COUNTY AUDITOR OF SAID COUNTY; AND TO DRAINAGE DISTRICT NO. 37 OF SAID COUNTY:

You and each of you are hereby notified that Wm. Flindt, the owner of the northwest quarter of section 32, in township 97 north, range 35 west of the 5th P.M., Clay county, Iowa, hereby appeals to the district court of Clay county, Iowa, from the action of the board of supervisors of said county in affirming, making and levying a certain assessment for benefits against the above described lands of the said Wm. Flindt, located in said drainage district, by reason of the construction of the said drainage district, which action of said board of supervisors was taken on the 23rd day of January, 1921, said assessment being in the sum of \$2811.

further

You are notified that said appeal will come on for hearing at the March term, 1921, of the district court of Clay county, Iowa, to be begun and held at the court house at Spencer, Iowa, on the 7th day of March, 1921. You will govern yourselves accordingly.

Wm. Flindt

BY Buck Kirkpatrick

His Attorneys.

ACCEPTANCE OF SERVICE.

Service of the above and foregoing notice accepted and copy thereof received this 14th day of February, 1921.

A. W. Chamberlain

County Auditor, Clay County, Iowa.

Drainage District No. 37, Clay County, Iowa

DRAINAGE DISTRICT NO. 37.

CLAY COUNTY, IOWA

REPORT ON CHANGE OF DIMENSION.

To the Board of Supervisors,
Clay County, Iowa.

Gentlemen:

Since the establishment of Drainage District No. 37, Clay Co. it has become apparent that the tile designed for the lower end of the 236 Branch would be insufficient to properly drain the lands involved during the wet years.

I would therefore recommend that the size of these tile be increased and that the following schedule of sizes be established instead of that originally adopted:

236 Branch.

0 to 34	3400'	= 26"	2/3 2/3
34 to 67	2900'	= 24"	
67 to 75	800'	= 22"	

Respectfully submitted,
Floyd Campbell
Engineer.

Board Proceedings July 22, 1921

The engineer on Drainage District No. 37 filed a report recommending a change in the size of tile to be laid in Drainage District No. 37 as follows: 236 Branch: Station 0 to 3400' 26. 34 to 67, 2900' 24' 67 to 75 800' 22".

A motion was made and seconded that the County auditor give notice as provided in section 1989 all for said enlargement and change in size of tile for the district. Said hearing to be Sept. 5th 1921. Motion carried. All voting in the affirmative.

NOTICE OF CHANGE IN SIZE OF TILE IN DRAINAGE DISTRICT NO. 37.

To Edward J. Evans, F.M. Tuttle, William Batcher, Mary Batcher, Margaret Murphy, S.A. Shonkwiler, Charles F. Linnan, Wm.M. Mason, Martin C. Hansen, Harry J. Madsen, T.J. Derry, Annie M. Edington, Clara Leach, Peter M. Hanson, John O. Metcalf, J.W. Cory, O.J. Burlington, Elizabeth Thompson, Aaron M. Jones, Wm. Flindt, Hollis Lyons Joy, Samuel Thompson, George E. Saunders, Jennie Reeverts, August B. Wishmeyer, Anicetus Maurer, T.J. DeBolt, Joseph Robinson, T.A. Batcheler, Lillia B. Wishmeyer, M.G. Batcheler, Ben Lakin, Jesse S. McCleary, Jerry O. Davidson, Benjamin R. Warren, George T. Read, Wilbur Galbraith, Emily A. Ingalls, J.G. Duncan, Peter Christensen, John Flack, C.O. Toland, Frank Smith, Murray Miller, O.R. Hurt, Frank O'Clair, Randall M. Tuttle, William Kenderdine, Clara Stuckey, Jessie Weber, Cora Weber, J.J. Cairns, Jurgen Heisler, Hans Kilding, Nellie A. Burr, Jessie A. Burr, The Northwestern Mutual Life Insurance Co., Equitable Life Assurance Society., Bankers Life Co. Arthur S. Johnson, Charles Peters, Merchants Loan and Trust Co E.A. Burgess, John Hancock Mutual Life Insurance Co., Eva R. Robinson, Katherine R. McChiney, Louise R. Sherwood, P.J. Clair, Travelers Insurance Co., J.S. Fadden, Clarion Savings Bank, David B. Biggs & Co., Citizens Savings Bank Spencer, C.H. Tourgee, Wm. F. Martin, Wm. F. Martin, Wm. Derry, J.P. Barry, Collins Mortgage Co., Federal Land Bank, E.H. Lougee, Florence D. Stephan, Alma Jones, First Joint Land Bank of Omaha, Katie M. Wilson Somers, Clara Hopson, J.B. Wilson, J.W. Squire Co., D.E. Kulp, Stella Hayden, Carrie B. Wagner, L.W. Holly, Travelers Ins. Co., John Hoffrichter, The George Savings Bank, Motor Inn Co., V.M. French, C.F. Walsh, Metropolitan Life Ins., Co., Effie L. Davidson, Jennie I. Richmond, Aetna Life Ins. Co., John L. Arney, Sarah M. Arney, J.B. Wilson, Jessie C. Smith, Albert D. Mann, A.E. Mann, J.H. Lawrence, J.W. Jones, Erasmus M. Jones, Murray Miller, Lee Moore, A.E. Moore, C.C. Hastings, Fred W. Hoffman, Bert Aldrich, Clerk of Lake Twp., C.E. Newton, Clerk of Freeman Twp. John Shaw Jr. Clerk of Sioux Twp. and to all others whom it may concern including the actual occupants of the following described lands:

You and each of you are hereby notified that on July 22nd 1921 the engineer on Drainage District No. 37 filed a report recommending a change in the size of tile in said drainage district and that on same date the Board of Supervisors in session accepted the report and authorized proper notices to be given of said change.

The proposed change all to be made on branch 236 and tile to be as follows:

Station 0 to 34	= 3400 ft.	26 in. tile
Station 34 to 67	= 2900 "	24 in. tile
Station 67 to 75	= 800 "	22 in. tile

The above being change from 3400 feet of 22,1600 feet of 20; and 2500 feet of 18 in. District No. 37 having been established and branch 236 not constructed you are hereby notified that the matter of making said change in size of tile will be come on for hearing before the Board of Supervisors of Clay County, Iowa on Sept. 5th. 1921 and all objections to said change must be filed in writing by noon of said date of hearing or said change will be made without reference thereto.

The report of the engineer may be amended before final action. All claims for damages if any by reason of said change must be filed five days prior to said day of hearing.

Witness my hand and official seal this 1st. day of August 1921.

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

In the matter of Drainage District }
No. 37 of Clay County, Iowa }

PROPOSED

Objections to proposed changes in sizes of tile
To the Honorable Board of Supervisors:

The undersigned George E. Saunders, one of the land owners affected by the proposal to change the size of tile, in said district and objects thereto upon the following grounds:

That the contract for the construction of the branch across the land of this objector has already been let and a large amount of expense has been made; that the contractor caused the tile to be hauled and distributed along the line of said branch at a very large expense and that a change in the sizes of the tile will now necessitate the abandonment of that contract and a settlement with the contractor; and also the letting of a new contract for the putting in of the tile of increased size.

Drainage District No. 37, Clay County, Iowa

That the said change is being made for the benefit of land owners farther up the branch and that such change is now necessary and will confer no additional benefit upon the land of this objector.

That the contractor has already been permitted to so delay the work that nothing has been done toward the construction of branch across the land of this objector and by reason of the delay he has lost all the benefits that he would have received had the tile been laid early in the year 1921, as contemplated by said contract and that there is danger now that nothing will be done on said branch in time to allow the objector to get the benefit of said drain for next seasons crop. That the changing of said branch is apt to involve the district in litigation and cause further delay and great expense before the land owners can get any of the benefits from said improvement.

That this objector has been informed that it is the purpose of the district to attempt to charge the expense of changing the said tile line to the lands directly tributary to the same.

That such action would be illegal, and result in assessments that would be a greater burden than the land of this objector should bear and will cause his assessments to be excessive and out of proportion to those of other land owners in the district.

Wherefore his objector protest against the proposed action of the board in making the changes in the size of tile as recommended by the engineer.

Dates this 5th day of September 1921.

George E. Saunber
By H. E. Hulb agent

BEFORE THE BOARD OF SUPERVISORS OF CLAY COUNTY, IOWA.

In the Matter of the Assessment of)
Benefits in Drainage Improvement)
Dist. No. of Clay County, Iowa)

Comes now the undersigned,and states to the board of supervisors that he is the owner of the land described below.

That the said land has been included in Drainage District No. 37 of the county of Clay and state of Iowa. That said 40-acre tracts contained in said land have been classified and assessed by the commissioners for the purpose of assessing the benefits and apportioning the costs, expense and cost of construction fees and damages of said district as follows:

SW Sec. 29, 97, 35

The undersigned objects to each and all of said assessments and the classification of said lands and states that the same are unjust, inequitable and excessive as compared to the assessments on other lands in said drainage district for the following reasons, to-wit:

1. The classification for each of said tracts of land is erroneous and excessive as compared with the other lands in said district.
2. The number of acres benefited as found by said commissioners is excessive.
3. The amount of the assessment in dollars and cents on each of said 40-acre tracts is excessive as compared to the assessment against other lands in said district.
4. That the assessment against each of said tracts of land is greater than the benefits which will be derived from the establishment of said drainage district and construction of the contemplated improvement.
5. That the assessment against each of said 40-acre tracts is inequitable.
6. That the assessment against each of the said 40-acre tracts is higher, according to the benefits that will accrue to said land the same are assessed greater in proportion to the entire cost than are the other lands in said district.

That change in size of tile on branch No. 236 is of no benefit to my land which is not effected by the branch, and I object to change on other branches that would be assessed to this land when not benefited and object to any assessment for change on branch 237.

A. M. Edington

Board Proceedings Sept. 5, 1921.

Whereas this date was set for hearing on changing size of tile on branch 236 of drainage District No. 37 and objections being read and hearing given those appearing, a motion was made and carried that further consideration of the matter be adjourned to Sept. 6, 1921.

Re: DISTRICT NO. 37 CLAY COUNTY, IOWA

Section 1989-all. If, after the establishment of said district, and before the completion of the drainage improvements therein, it shall become apparent that a levee or drain should be enlarged, deepened, or otherwise changed or that a change or alteration in the location should be made for the better service thereof, said board may by resolution authorize such change or changes in the said improvement as the engineer shall recommend; provided, that whenever any change or changes are made either under this section or under any other section of this chapter, all persons whose land shall be taken or whose assessments shall be increased thereby shall have been given like notices as provided in section 1989-a4 of this chapter, or file objections to such assessment as provided in section 1989-a12 of this chapter, as the case may be, and like opportunity to appeal from the action of the board as provided in section 1989-a6 of this chapter, as the case may be.

This statute gives the county power to make changes in the contract, after the work is commenced, and points out how these changes may be effected.

Humboldt County vs. Ward Bros., 145 N.W.R. 49.

This section prevents the acquiring of any undue advantage over the property owners in the establishment of a district, by laying out a plan of improvement to which they may be willing to accede, and for which they may claim little or no damages and then, by a mere resolution of the board, increasing their burden by adopting a materially different plan, to which they have had no opportunity to object.

Breiholz vs. Board, 186 Iowa 1153.

Under this section of the statute, the board has the undoubted right to make changes or alterations in the plan of the improvement, under proper proceedings as to recommendations of the engineer and the giving of notice, as therein provided.

We do not see that the making of such change involves the re-advertising for bids and the making of a new contract. The statute provides that such changes may be made at any time "after the establishment and before the completion", which would, of course,

Drainage District No. 37, Clay County, Iowa

include the time after the making of the contract. We do not think the board could be permitted to abrogate a contract already made by the expedient of making changes in the plan of the improvement. The extra expense involved in constructing the improvement according to the changes is probably taken care of in the contract in any event, if not could be collected by the contractor on the basis of a reasonable charge therefor, and if the board and contractor could not agree on what was a reasonable charge, no doubt the contractor could recover such compensation in court. If the board and the contractor agreed on the compensation for the extra work, and it could be shown to be unreasonable, the landowners would probably be entitled to show this fact on appeal from assessment. We do not know how the board proposes to assess the extra cost, but it would appear proper to assess it in the same manner as it was proposed to assess the cost originally, as it becomes a part of the district.

Heald Cook & Heald.

Board Proceedings Sept. 6, 1921

Drainage District No. 37.
This date being set by adjournment for hearing or change in size of tile on Branch No. 236 of Drainage District No. 37. A motion was made and seconded that tile be changed as follows:

- Station 0 to 34 3400 ft. of 26 inch tile
- " 34 to 67 2900 ft. of 24 inch tile
- " 67 to 75 800 ft. of 22 inch tile

2
236
34

Motion carried. All voting in the affirmative.

Dear Sir:-

We are in receipt of your letter of the 8th advising that the Board of Supervisors passed resolution authorizing the change in Branch 236, District 37, on which we submitted our proposal July 5th. Inasmuch as this change will make quite a difference in the contract price and in order to make everything legal, we would suggest that you, the County Auditor, Chairman of the Board and Attorney for the Board get together and draw up a supplementary contract, making this change and favor us with same in duplicate for our signature at your earliest convenience and in the meantime we will make preparations to take care of this job just as soon as we can. Our proposal having been submitted more than two months ago we have naturally sold considerable material since that time and we may not get started supplying this double strength tile just as quickly as you desire, but think as per our original letter, that in the course of thirty days to six weeks we can begin making shipments provided the contract which we have asked for above, is satisfactory.

Yours truly,
PLYMOUTH CLAY PRODUCTS CO.

DRAINAGE DISTRICT NO. 37.
SUPPLEMENTARY CONTRACT. Same being an amendment to Contract of Plymouth Clay Products Co. with Clay County, Iowa for furnishing tile on Drainage District No. 37.

THIS AGREEMENT made in duplicate this 22nd day of September 1921 between the Board of Supervisors of Clay County, Iowa on behalf of Drainage District No. 37 therein, party of the first part and Plymouth Clay Products Company of Fort Dodge, Iowa, party of the second part, Witnesseth.

Whereas a contract was entered into between Clay County, Iowa on behalf of Drainage District No. 37 and Plymouth Clay Products Company of Fort Dodge, Ia., whereby said Plymouth Clay Products Company were to furnish all of the tile for Drainage District No. 37 for sections 2 to 25 inclusive except sections 15, 21, 22, 23, and 24 and it is now desired by the Board of Supervisors to change the size of some of the tile to be furnished, it is hereby agreed between Clay County, Iowa and the Plymouth Clay Products Company that the tile set forth below be cancelled from the contract and not delivered:

On Branch 236 - 3400 feet of 22 inch tile, 1600 feet of 20 inch tile and 2500 feet of 18 inch tile.

And in lieu of said tile the Plymouth Clay Products Company will deliver the following tile at the prices listed below:

- From Station 0 to 34 - 3400 feet of 26 inch tile @ \$1150.00 per M.
- " " 34 to 67 - 3300 feet of 24 inch tile @ \$ 860.00 per M.
- " " 67 to 75 - 800 feet of 22 inch tile @ \$ 800.00 per M.

The quality of the tile, manner of payment for same and all other matters in reference thereto to be the same and governed by the original contract referred to above which is dated August 19th 1919, provided, however, that the Plymouth Clay Products Company are to have a reasonable length of time to begin delivery of said tile which they agree to deliver as soon as possible and to begin not later than Nov. 1, 1921.

Drainage District No. 37.
Plymouth Clay Products Company.

WHEREAS, the Board of Supervisors of Clay County, Iowa, did, on April 16th. 1919, award to W. A. DeLong a contract for the construction of a public improvement, viz: Drainage District No. 37.

WHEREAS, the said contract has been performed and the work constructed there under has been duly accepted by said Board of Supervisors, and it is desired that settlement with contractor be now made, and

WHEREAS, there have been filed in the office of the County Auditor of said Clay County, Iowa, certain claims of laborers and material men for labor and material furnished by them to said contractor in the construction of said work, to-wit: such claims as may be filed against said contractor amounting to \$2217.57. This bond for \$3500.00.

WHEREAS, the said contractor desires to be paid by said Board of Supervisors, acting for said Drainage District No. 37 the price of said contract, without deducting the re- from the amount of said claims.

Now, it is hereby agreed, in consideration of the payment to said W.A. DeLong in full of said contract price, without deduction therefrom of the amount or amounts of said claims, that the said W.A. DeLong as principal, and said as surety shall save and keep the said County of Clay, state of Iowa, and said Drainage District No. 37, and county auditor harmless because of said payment, and will fully and completely indemnify the said obligors from all loss, damages, expenses, costs and attorneys fees and any and all other loss, damages or expenses which the said obligor may sustain by reason of now paying to said contractor the said contract price without deduction for said claims; that said principal and surety shall at their own cost and expense defend any and all suits at law or in equity which may hereafter be brought against the obligor upon any or all of

Drainage District No. 37, Clay County, Iowa

obligor in any such suit; it being the intent that the said principal and surety shall fully and completely protect and indemnify the obligor against any loss, expense, costs or damages, of whatever kind or character arising out of the said claims, and that they, the said principal and surety shall and will pay any and all sums which may be adjudged or found to be due and payable on said claims or any of them.

The term "obligor" shall be held to include the Board of Supervisors of Clay County, Iowa, Clay County, Iowa, and the Drainage District hereinbefore mentioned, and suit may be brought hereon by either or all of said bodies. It is expressly agreed by the signers hereof that the District Court of Clay County, Iowa, shall have full and complete jurisdiction of any suit at law or in equity which may be brought upon this instrument.

Dated this 9th day of April, 1923.

W.A. DeLong
Principal.

CLERK'S CERTIFICATE.

STATE OF IOWA, Polk County, SS.

I, W.D. Baldwin, Clerk of the District Court in and for said County and State, hereby certify that the Sureties on the Attached Bond are amply sufficient for the penalty of the same, and that if said Bond were presented to me for approval I would approve it.

WITNESS my hand and the seal of said Court, affixed at Des-Moines, Iowa, this 9th day of April 1923.

W.A. Baldwin
Clerk of D. Court.

BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Plymouth Clay Products Company, as principal, and L.E. Armstrong and R. Johnson as sureties, are held and firmly bound unto the Board of Supervisors of Clay County, Iowa, for the use and benefit of Drainage District No. 37, in the penal sum of \$3,200.00, for the payment of which, well and truly to be made, they bind themselves, their successors and assigns.

The condition of the foregoing obligation is such that, whereas, on the 19th day of August, 1919, the said principal entered into a written contract with the said Drainage District for the sale of tile for the construction of the said improvement;

Now, therefore, if the said Plymouth Company shall during the period of five years from the date hereof, reimburse the said drainage district for damages which may be sustained by reason of the breach of the said contract, or by reason of the failure of the tile to be reasonably fit for the purposes for which they were intended, and shall do and perform all things required of the said Plymouth Company, under and by virtue of the said contract, which may be caused by reason of defects in the material only, and which may not be caused by the negligence of any other person whomsoever, then and in that event, this obligation shall be void, otherwise to remain in full force and effect.

Dated at Fort Dodge, Iowa, this 30th day of October, Plymouth Clay Products Co.

STATE OF IOWA, County of Webster, SS.

I, G.L. Lindquist, Clerk of the District Court, within and for said County and State, hereby certify that the sureties on the attached bond are amply sufficient for the penalty of the same, and that if said bond was presented to me for approval I would unhesitatingly approve it.

Witness my hand and the seal of said Court affixed at Fort Dodge, Iowa, this 30th day of October, 1922.

G.L. Lindquist
Clerk.

Drainage District No. 37, Clay County, Iowa

PAFF PATRICK & FORD CO., WATERLOO, IOWA 50602

Auditor's Office July 1st, 1929

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

xx xx xx

A motion was made and carried that a re-assessment be made on Drainage District No. 37 as follows:

An assessment sufficient to raise \$3093.00 on branch 236, to be made on branch 236 only, to pay for change in size of tile which was changed from eighteen inch to twenty two inch, twenty inch to twenty four inch, and from twenty two to twenty six inch, all of which was made and constructed after original assessment was made, and also a reassessment of 1% upon the original assessment to be levied over the entire district to pay for general repairs on the district.

xx xx xx

Attest:

A. W. Chamberlain,
Auditor.

Geo. Roskens,
Chm.

NOTICE OF REASSESSMENT OF BRANCH 236 OF DRAINAGE DISTRICT NO 37.

To land owners of the following described in Clay County, Iowa as set forth in the table below, and to all actual occupants of said lands, and to any person claiming any right, title or interest in any of the lands described in this notice:

You and each of you are hereby notified that on January 25th, 1921 the Board of Supervisors of Clay County made an assessment for the tile and cost of construction of Drainage District No. 37.

That after said assessment was made and before the completion of said district a report was filed by the engineer recommending a change in the size of tile on branch 236 of said district as follows:

- Twenty-two inch tile changed to twenty-six inch tile. Eighteen and twenty inch tile changed to twenty-two and twenty-four inch tile.
- That the Board of Supervisors accepted the engineers report and authorized notice given of said change. That notice of said change in size of tile was published and the hearing set for Sept. 5th. 1921. That a hearing was had on said date and on the following day Sept. 6th. a change was authorized made.
- That supplement contracts were made with Plymouth Clay Products Co., and W. A. DeLong contractor and that the branch was constructed according to change.
- That the engineer has reported that the increased cost of said change in tile and labor was \$3092.00.
- That additional funds are needed in said district to take care of overdraft resulting from additional expenditures on said branch.
- That the Board of Supervisors have ordered a re-assessment on said branch in an amount necessary to raise \$3092.00 and said re-assessment to be made in the same ratio as the original assessment on said branch.
- The several tracts of land, owners and the assessment is shown by the following table:

H. J. Madsen, NW NE Sec. 33-97-35	\$ 29.00
H.F. Cain, SW NE Sec. 33	184.00
H. F. Cain, SE NE Sec. 33	36.00
H. J. Madsen, NE NW Sec. 33	101.00
J. W. Cory, Jr., NW NW Sec. 33	35.00
Jennie Reeverts, SW NW Sec. 33	82.00
H. J. Madsen, SE NW Sec. 33	118.00
A. B. Wischmeyer, NE SW Sec. 33	38.00
A. B. Wischmeyer, SE SW Sec. 33	18.00
H. F. Cain, NE SE Sec. 33	253.00
H. F. Cain, NW SE Sec. 33	130.00
A. Maurer, Estate SW 9th Sec. 33	146.00
A. Maurer, Estate, SE SE Sec. 33	324.00
H. F. Cain, Lot 4, Sec. 34-97-35	32.00
Joseph Robinson, Estate, Lot 4, Sec 3-96-35	78.00
Joseph Robinson, Estate, NW SW Sec. 3-96-35	10.00
A. Maurer Estate, NE NE Sec. 4-96-35	225.00
A. Maurer Estate, NW NE Sec. 4-96-35	232.00
M. G. Batcheler, SW NE Sec. 4-96-35	138.00
M. G. Batcheler, SE NE Sec. 4	280.00
Lillie B. Wischmeyer, NE NW Sec. 4	89.00
Lillie B. Wischmeyer, NW NW Sec. 4	42.00
M. G. Batcheler, SW NW Sec. 4	58.00
M. G. Batcheler, SE NW Sec. 4	72.00
Ben Lakin, NE SW Sec. 4	5.00
Ben Lakin, NW SW Sec. 4	8.00
Joseph Robinson, Estate NW SE Sec. 4	28.00
Joseph Robinson Estate NW SE Sec. 4	15.00
Joseph Robinson, Estate SE SE Sec. 4	1.00
Lillie B. Wischmeyer, SE NE Sec. 5-96-35	8.00
Lake Township Highways	107.00
Freeman Township Highway	171.00
Total	\$ 3093.00

Drainage District No. 37, Clay County, Iowa

You are hereby notified that the final determination of said re-assessment will be made by the Board of Supervisors of Clay County, Iowa at a hearing on said matter which is set for February 17th, 1930 at 1.30 P. M. at the court house in Spencer, Iowa, and that all objections thereto must be made in writing and filed in the office of the county auditor of Clay County on or before noon of said day of hearing or you will be held to have waived objections and the assessments will be made without reference thereto.

Witness my hand and official seal this 2nd day of January, 1930.

A. W. Chamberlain,
County Auditor.

Auditor's Office Feb. 17th, 1930.

Board of Supervisors met pursuant to adjournment. Wm. Reardon absent at opening of the meeting. (Wm Reardon appeared and acted as chairman prior to resolution below)

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This day was set for hearing on assessment of benefits for re-assessment on Branch No. 236 of Drainage District No. 37.

Interested persons appearing and papers filed in reference to re-assessment were given hearing and due consideration.

RESOLUTION.

Whereas the Board finds that proper notice has been given for an assessment of \$3093.00, same being the cost for change of size in tile on Branch 236 of Drainage District No. 37 as shown in proceedings of said district and also in published notice of assessment, and

Whereas this cost of \$3093.00 was assessed by the Board of Supervisors upon the watershed of Branch No. 236 in the same proportion as the original assessment for tile was assessed to the tile in said branch,

Therefore be it Resolved, that the assessment of \$3093.00 as shown by the proceedings of the Board on July 1st. 1929, and as set forth in the published notice for hearing on February 17th, 1930, all of which is made a part of this resolution as though more fully set forth, be approved with out change, and that there be levied against the land in Branch No. 236 of Drainage District No. 37 the assessment as set forth in said published notice, said assessment being found to be just and equitable and not in excess of the benefits thereof.

The foregoing resolution was on motion adopted. All voting in the affirmative.

Attest:

A. W. Chamberlain,
County Auditor.

Wm Reardon,
Chm.

Drainage District No. 37, Clay County, Iowa

Auditor's Office March 27, 1931.

Pursuant to the call of the Chairman the Board of Supervisors of Clay County, Iowa met as a Board of Trustees of Drainage District No. 37. The following members were present Mr. Robert Sitz, Chairman, Mr. Geo. Roskens, Mr. William Reardon, Mr. J. E. Seaton, and Mr. Chas. Anderson.

It was moved by J. E. Seaton and seconded by William Reardon that the following resolution be adopted:

RESOLUTION

WHEREAS, in Drainage District No. 37 there are disputed matters in which the interests of the property owners, the county of Clay, Drainage District No. 37, the bond holders, White Phillips Company, and the Treasurer of Clay County may be involved and,

WHEREAS, M. G. Batcheler, Harry Madsen, & Samuel Thompson as property owners of the district are before the Board asking that the rights of all parties be determined and,

WHEREAS, it is the sense of this meeting that an action be started bringing all parties into court,

NOW THEREFORE BE IT RESOLVED, that suit be started in the name of certain property owners of Drainage District No. 37 or as the property owners and the County Attorney may direct and that the cost of such proceedings be taxed to and paid by the Drainage District or as the court may order and that the parties of the District who institute the action in their name be held only for their proportionate share of the costs as their interests in the district may appear.

The roll being called the following supervisors voted:

- Aye: Robert Sitz
- William Reardon
- George Roskens
- J. E. Seaton
- Chas. Anderson
- Nay: None

Whereupon the Chairman declared the resolution duly adopted.

Upon motion the meeting was adjourned,

Attest:

W. E. Seaton
County Auditor

Robert Sitz
Chairman

Auditor's Office June 3, 1931.

Board of Supervisors met pursuant to adjournment. All members present except J. E. Seaton.

It was moved by Willaim Reardon and seconded By Chas Anderson that the following resolution be adopted:

RESOLUTION.

WHEREAS, a resolution was passed by the Board of Supervisors on the 27th day of march, 1931 authorizing the bringing of an action for the determination of certain disputed rights and matters involved in Drainage District 37, Clay County, Iowa, and

WHEREAS, an action has been commenced in the District Court of Clay County, Iowa in the name of M. G. Batcheler, Harry Madsen, Samuel Thompson, plaintiffs, vs Clara Leach, Clay County Iowa, C. C. Bender as Treasurer of Clay County, Iowa, White-Phillips Co., a Corporation, George Roskens, Robert Sitz, Charles Anderson, J. E. Seaton, and Willaim Reardon as Supervisors of Clay County, Iowa and as Trustees of Clay County Drainage District #37 for the purpose of securing a full determination of the interests and rights of the various parties involved pursuant to the resolution of March 27 aforesaid, and,

WHEREAS, in the proper presentment of the rights of various parties involved it will be necessary that they be represented by counsel,

IT IS HEREBY RESOLVED that the Board of Supervisors authorize the County Attorney and Wilson Cornwall to represent Clay County, Iowa and C. C. Bender as Treasurer of Clay County, Iowa and George Roskens, Robert Sitz, Charles Anderson, J. E. Seaton and Wm. Reardon as Supervisors of Clay County, Iowa; that Buck and Kirkpatrick and Geo. Heald, Jr. be and hereby are authorized to represent the plaintiffs, M. G. Batcheler, Harry Madsen, and Samuel Thompson, and that Cory & Sackett be and are hereby authorized to represent George Roskens, Robert Sitz, Charles Anderson, J. E. Seaton and Wm. Reardon as Trustees of Clay County Drainage District 37 in the said above stated cause of action.

The foregoing resolution was adopted. All voting in the affirmative.

Upon motion the meeting was adjourned,
Attest:

W. E. Seaton
County Auditor

Robert Sitz
Chairman, Board of Supervisors

Drainage District No. 37, Clay County, Iowa

LEWIS FALCETTI & SONS CO., WATERLOO, IOWA 52256

Auditor's Office, November 9, 1931.

Board of Supervisors met as a Board of Trustees for Drainage District No. 37.
All members present.

It was moved by George Roskens and seconded by J. E. Seaton that the Auditor be authorized to issue a warrant on Drainage District No. 37 to Clara Leach for \$500.00 in compliance with the report of the examination of Drainage District No. 37 by State Examiner Earl C. Holloway filed March 19, 1931. Motion carried.

Upon motion the Board adjourned.

Attest:

M. M. Moulton
M. M. Moulton,
County Auditor

Robert Sitz
Robert Sitz,
Chairman, Board of Supervisors.

Auditor's Office, November 24, 1931.

Board of Supervisors met, as a Board of Trustees for Drainage District No. 37.
All members present.

It was moved by Chas Anderson and seconded by George Roskens that the Drainage minutes of November 9th, 1931 be approved. Motion carried.

It was moved by J. E. Seaton and seconded by George Roskens that the motion of November 9th, 1931 relative to the Clara Leach claim of \$500.00 be rescinded. Motion carried.

Upon motion the Board adjourned.

Attest:

M. M. Moulton
M. M. Moulton,
County Auditor.

Robert Sitz
Robert Sitz,
Chairman, Board of Supervisors.

See Supervisor's Minute Book No. 6 Page 6 under date of January 25, 1932 for action of Board for Auditor to make transfers to Drainage Ditch for 1932 assessment.

See Supervisor's Minute Book No. 7 Page 100 under date of September 18, 1935 for action of Board to appoint G. S. James as Attorney of D. D. 37.

See Supervisor's Minute Book No. 7 Page 107 under date of October 7, 1935 for action of Board to levy a 3.07% and 1.18% reassessments, against all land in D. D. 37.

7 - See Supervisor's Minute Book No. 7 Page 114 under date of October 21, 1935 for action of Board to acquire Scavenger Sale Certificates Nos. 2897, 2900, and 2913.

See Supervisor's Minute Book No. 7, Page 119 under date of Nov. 4, 1935 for action of Board to apply to District Court of Clay County, Iowa for appointments of receivers to take charge of tracts of land in D. D. etc.

See Supervisor's Minute Book No. 7, Page 150 under date of Jan. 18, 1936 for action of Board to approve and ratify "Articles of Agreement Between D. D. 37 Clay County, Iowa, and its Trustees and Representatives and the Bondholders' Protective Committee, Holder of the Outstanding Bonds of said Drainage District."

See Supervisor's Minute Book No. 7 Page 157 under date of February 3, 1936 for action of Board to acquire Tax Sale Certificates Nos. 2900 and 2913.

X See Supervisor's Minute Book No. 7 Page 271 under date of October 31, 1936 for action of Board apportioning assessments against the SE 1/4 NW 1/4 Section 1-9b-36 owned by Clara Stukey and Wm. A. Weber.

DRAINAGE DISTRICT NO. 37.

REPORT ON DIVISION OF ASSESSMENT SEINE 1-96-36

To the Board of Supervisors,
Clay County, Iowa.

Gentlemen:

In accordance with your instructions I have made a study of the Drainage District No. 37 Assessment as originally levied against the SE 1/4 NW 1/4 of Section 1-96-36 with a view to dividing this assessment between the west portion of the forty owned by Mr. W. A. Weber and the east part of the forty owned by Clara Stacey.

I find the division of the original assessment as to these two tracts would have been one-quarter of the total assessment on the east portion of the forty and three-quarters on the west portion and I would recommend that a resolution be passed by the Board of Supervisors fixing the division of any unpaid or future assessments for the use of Drainage District No. 37 against these tracts on that basis.

Respectfully submitted
Floyd Campbell
Floyd Campbell
County Engineer

October 31, 1936

X See Supervisor's Book
Nov 7 p. 271 for Brd
Action on this.