

No. 6, Dec 88
Term, 1888

Vacate & Supply
Public Road

~~versus~~ in

Bradford Twp

Contents:

P. 1 = 3 - Page 336

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Vacate & Supply
Public Road

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Contents:

V. L. #3 - Page 336

Part of 57 spec

No 6 101e ~~101e~~

Petition for the appointment
of Messrs. J. W. & J. W. & J. W.
and Supply a Certain
Road in Bradford
Co.

Handwritten by Messrs. B. & B.
Messrs. J. W. & J. W. & J. W.
and Supply a Certain
Road in Bradford
Co.

By the Court

Attest 29th Sept 1870

~~Attest~~ Court's seal
Given at Bedfordshire
22 Sept 1870

Attest

To The Honorable The Court of Quarter Sessions
of Clearfield County -

We the undersigned Citizens
of Bradford Township, County of Clearfield and
State of Pennsylvania being desirous of a
change in the location of Public Road
leading from Woodland to Millstone in
said Township. We therefore pray your Honorable
Court that said ~~public~~ road may be located
& supplied from a point at or near
where said Road meets with the line of
Mark Kyler and W. H. Shirey thence to where
said Road now intersects with the ~~Highway~~
Road leading to Graham's.

We therefore pray that Viewers may be
appointed to view & report on the same
at the next term of Court &c

And we will ever Pray,

James	{	C. H. Dargatz
W. H. Shirey		Leahon Shirey
Wm. M. Peters		Curtis Shirey
J. K. Pearce		John F. Stewart
Wm. M. Mayhew		J. H. Stewart
M. R. Wilson		M. Kyler
Matin Wilson		Richd. Stewart
Jas. B. Shirey		{
L. C. Shirey		

Clearfield County, ss: ☉

At a Court of Quarter Sessions of the Peace of the county of Clearfield, Pennsylvania, held at Clearfield, in and for said county, on the 29th day of September, A. D. 1888, before Judges of said Court, upon a petition of sundry inhabitants of the township of Princeton, in said county, setting forth that they are desirous

of a change in the location of Township road leading from Woodland to Millston in said Township that said public road may be vacated and supplied from a point at or near where said road meets with the line of lands of Keylor and W. H. Shirey thence to where said road now intersects with the Bridge road leading to Guahumton.

and therefore praying the Court to appoint proper persons to view and lay out the same according to law, I make report at next Court whereupon the Court upon due consideration had of the premises, do order and appoint E. C. Reed D. D. Gengery & Alex. Koenigsmeyer who, after being respectively sworn or affirmed to perform the duties of their appointment with impartiality and fidelity, are to view the grounds proposed for said road, and if they view the same and any two of the actual viewers agree that there is occasion for such road, they shall proceed to lay out the same agreeable to the desire of the petitioners, as may be, having respect to the best ground for a road and the shortest distance, and in such manner as to do least injury to private property, and state particularly whether they judge the same necessary for a PUBLIC or PRIVATE road, together with a plot or draft of the same, with the courses and distances and reference to the improvements through which it passes, and shall also procure releases of damages from persons through whose lands said road may pass, or failing to procure such releases, shall assess the same, if any sustained, and shall make report thereof to the next Court of Quarter Sessions to be held for said county, in which report they shall state that they have been sworn and affirmed according to law: Notice is directed to be given to the owners or occupants of seated lands through which the within road is intended to pass, of the time of the view, according to the 147th Rule of Court.

BY THE COURT.

Am. Bloom CLERK.

RELEASE OF DAMAGES.

Know all Men by these Presents, That we, the undersigned, owners of lands through which the road located by the viewers, under the annexed order, passes, for and in consideration of the sum of ONE DOLLAR to us respectively paid by the _____ at and before the ensembling and delivery hereof, have remised, released and forever quit-claimed, and do hereby remise, release and forever quit-claim to the said _____ all damages that may arise to us respectively by reason of the location and opening of the said road, so that neither we nor any of us, nor any person claiming under us, can or may hereafter ask, sue for, demand, have or receive any damages for injuries arising or growing out of the location and opening of the road aforesaid.

Witness our hands and seals this _____ day of _____
A. D. 1888

Per J. B. C. Co. Co.
Per B. B. C. Co. Co.



Assessment of Damages.

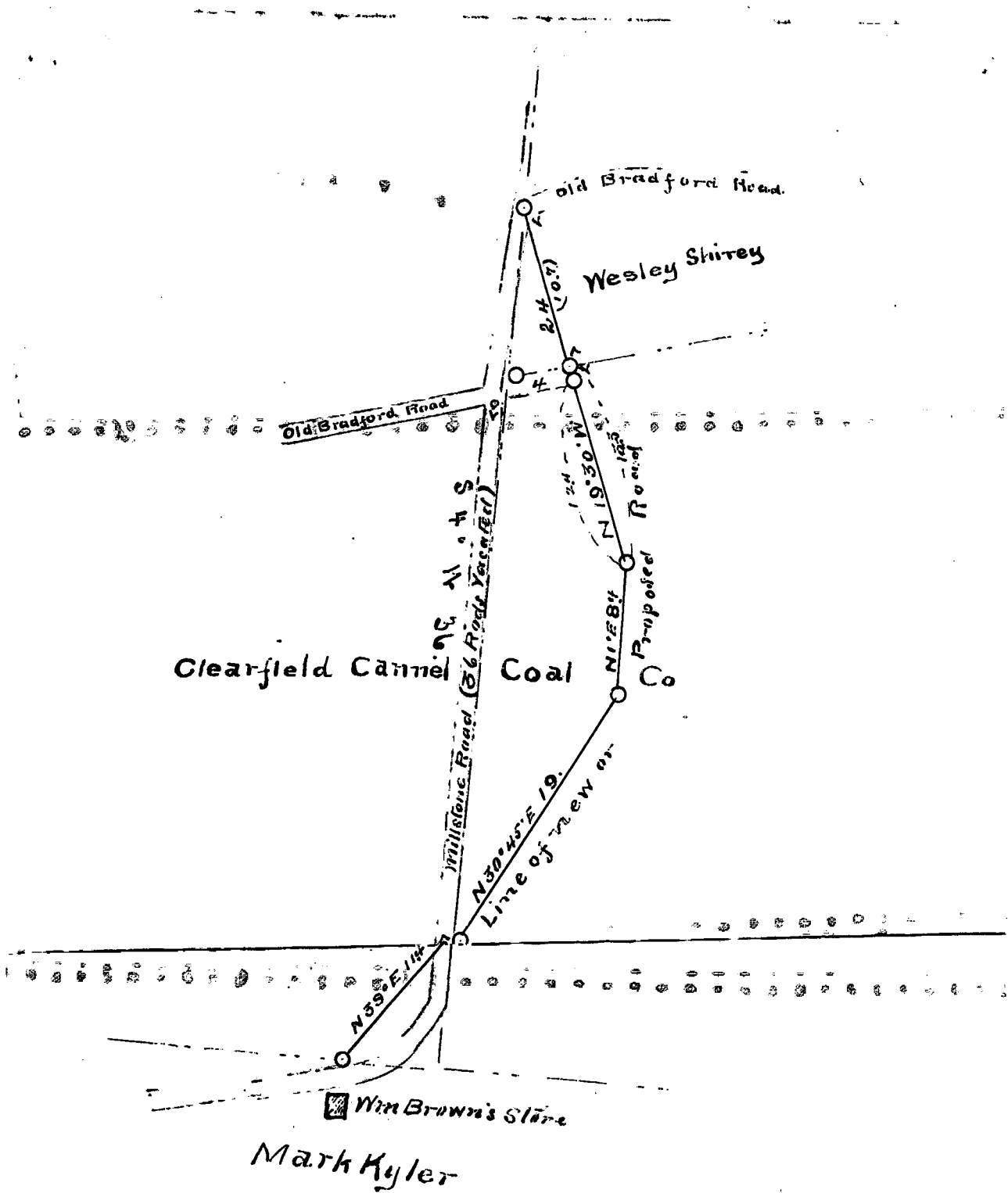
The following persons, having refused to release the damages to which they respectively may be entitled by reason of the location and the opening of the said road in the annexed return described, we, the undersigned viewers, under oath in pursuance of our duty, under the Act of Assembly, do assess their damages and make report thereof, as follows:

To *The B. C. Co. Co.* the sum of *One Dollar*
To *Wesley Sherry* the sum of *Ten Dollars*
To _____ the sum of _____

Witness our hands this *9th* day of *October*, A. D. 1888.

Emory C. Read
Alb. Livingston

I hereby agree to above assessment of damages and in consideration of the sum of Ten dollars and ^{upon its payment agree to} ~~hereby~~ remise, release & forever quit claim all damages that may arise to me by reason of opening or location of said road. Witness my hand & seal
Witness { *W. H. Sherry* (Seal)



To the Honorable the Judge of the Court of
Quarter Sessions of Clearfield Co. Pa.

We the undersigned (two of the) viewers within named
Respectfully report that after giving notice of the time
and place of meeting for said view as required by law
we met in pursuance of said notice and after
each of us being severally affirmed according to
law we viewed the premises within named and are of
the opinion that a portion of the Millstone Road has
become inconvenient unnecessary & burdensome on a part
of the steep & heavy grade and we have vacated the same
beginning at the top of the Hill at the intersection with the
old Bradford Road then South 4th then 36 Rods to a post
near the line of ~~Charles~~ ^{Mark Kyles} ~~land~~. We have surveyed the
same as follows beginning at a point on said Road
near ~~Charles~~ ^{Mark Kyles} land and at a point in front
of Hunt & Sons Store then through land of the B. C. Campbell
Course Co. North 37° East 286 Ch. or 11.4 Rods to a post
then North 33° 45' East 19 Rods to post then North 1° East
8.4 Rods to post then North 19° 35' 11.4 Rods to post
& continuing same course (crossing line of Wesley Shirey
land at 133 Rods) 24 Rods to the forks of Road
we have also laid out a short piece of Road for the
purpose of connecting the old Bradford Road with
the ^{land out} Road as described begin at intersection of Millstone
& Bradford Road then N 77° E. 4 Rods to Road laid out
which said road as laid out we are of the opinion is
necessary for public use a plot or map to which
is hereto annexed

Witness our hands this 9th day of Oct. A.D. 1888

Emory Reed

Abt Livingston

No. 6 *Wes* Sessions, 1888

ORDER

To view ~~and lay out~~ a road for
Public use in the township of
Bradford, Clearfield Co.

11/15/88
Dec 18/88 *1888*, Confirmed
the 16th of Dec 1888 *1888* *1888*
33 feet wide *33* feet wide
There is *side* *hills* *cultivating*
substantially *abundant* *than*
the 16th of Dec 1888
My *Wm* *Court*
Dec 18/88 *Confirmed* *above*
My *Wm* *Court*

Filed *9th* *Oct*, 1888
 Fees \$1, paid by *Wm* *Court*

NOTE.—In case of a private road, the release must be executed in favor of the petitioner for said road.
 Also—Viewers will carefully note the number of days employed and amount put at the foot of their return, by the original viewers, except so far as the location may be changed by the reviewers.
 N. B.—The viewers before the parties are not entitled to the expenses of the road, they will report to the selectmen the disadvantages of the road, they will report to the selectmen.

<i>Ally</i> <i>Doniphan</i>	Days 1	Amount
<i>Wm</i> <i>Wright</i>	Miles 4	\$2.40
<i>Ed</i> <i>Wright</i>	Days 3	
<i>Wm</i> <i>Wright</i>	Miles 8	12.80

Days	Miles	Days	Miles
Days	Miles	Days	Miles
Days	Miles	Days	Miles
Days	Miles	Days	Miles