

No. 17. May Term, 1893

Private Road

Versus

Burnside Township

Contents:

No. 17 May 1893.

Petition of James L. Gorman

for a Private Road, in Burnside

Township:-

Now May 22<sup>nd</sup> 1893 Petition read and  
considered and S. F. McInerney -  
Austin Gandy, Chairman Board of

appointed Viewers, to view the  
said proposed road, and report  
whether the same is necessary.  
Returnable to Sept. Term.

12<sup>th</sup> Court  
S. F. McInerney  
Chairman Board of

Petition May 22<sup>nd</sup> 1893  
J. L. Gorman  
Private Road

James L. Gorman

R. D. Swoop 30

To the Honorable, the Judge of of the Court off Quarter Sessions of Clearfield County:-

The petition of James L. Gorman of Burnside Township, in said County, would respectfully represent:-

That your petitioner labors under great inconvenience for the want of a private road to lead from his property in Burnside Township, to the public road leading from New Washington to Harmony Church; that he desires that said private road be laid out commencing at a point on the said public road, at or near the barn of C.C. Weaver estate; thence through the lands of said C.C. Weaver estate to the lands of your petitioner.

He therefore prays the Court to appoint proper persons to view and lay out the same according to law.

And he will ever Pray &c.



Clearfield County, ss:--

James L. Gorman being duly sworn according to law, doth depose and say that the facts set out in the foregoing petition are true and correct.

Sworn and subscribed before me

this 19<sup>th</sup> day of May A.D. 1893



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 22<sup>nd</sup> day of May, A. D. 1891, before Daniel L. Roman an Judge of said Court, upon a petition of sundry inhabitants of the township of Burnside Township, in said county, setting forth that

He labors under great inconvenience for want of a private road to lead from his property in Burnside Township to the Public road leading from New Washington to Harmony Church that he desires that said private road be laid out Commencing at a point on the said public road as or near the barn of C C Mavor Estate thence through lands of C C Mavor Estate to the lands of Your petitioner

and therefore praying the Court to appoint proper persons to view and lay out the same according to law, and Make report to the Court whereupon the Court, upon due consideration had of the premises, do order and appoint S F McLokey, Andrew Lewis, & Adam Bulk 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 the 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.

J. J. Gingrey

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, or and in consideration of the sum of ONE DOLLAR to us respectively paid by the ..... at and before the ensealing 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. 1893.

Seal

Seal

Seal

Seal

## 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 C. C. Weavers Heirs the sum of Twenty five Dollars.

To ..... the sum of .....

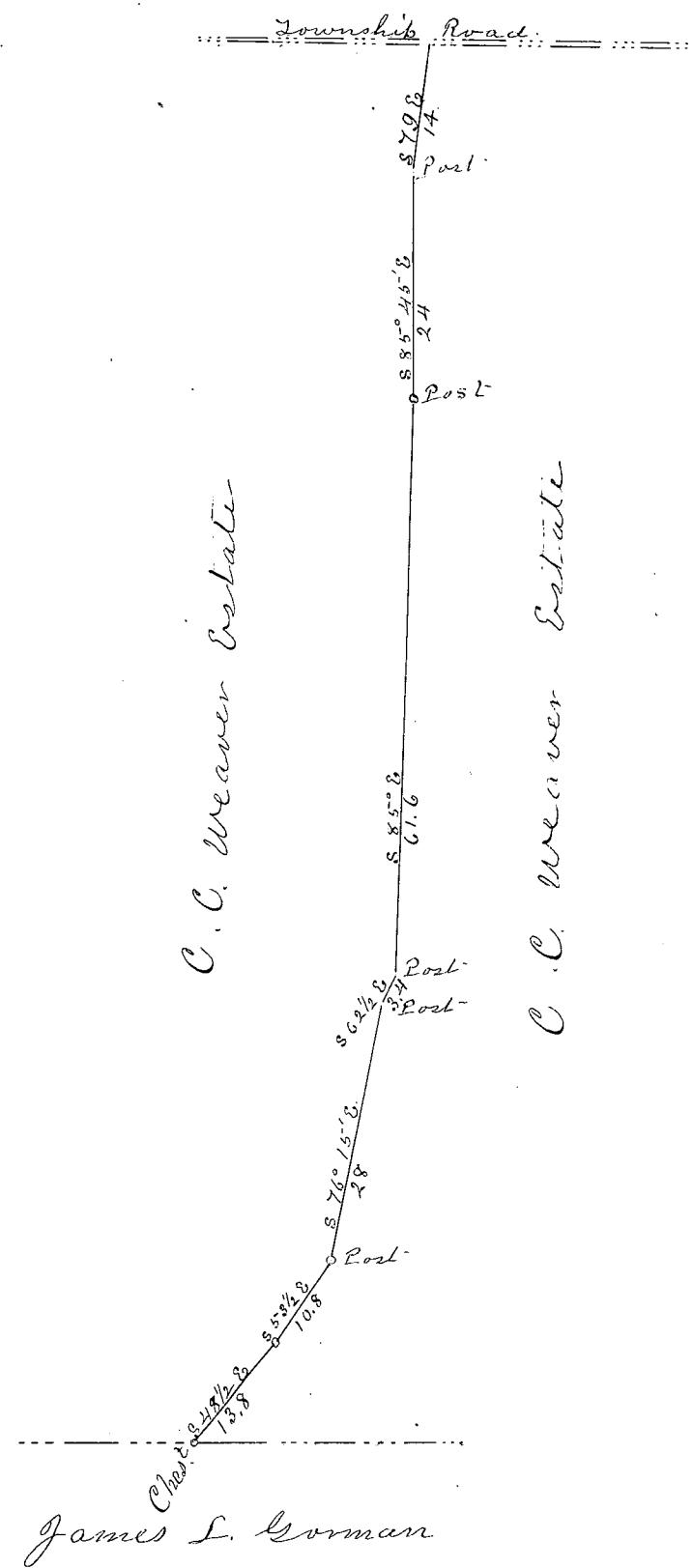
To ..... the sum of .....

Witness our hands this 19<sup>th</sup> day of June, A. D. 1893.

B. Y. McCloskey.

Austin Burny

Adam Breth,



To the Hon. Judges of the Court of Quarter Sessions, of Clearfield County.

We, the undersigned viewers, appointed by the within Order of Court, to view, and lay out the road therein mentioned, Respectfully report.

That having given notice of the time and place of meeting, according to the Act of Assembly, and being all present at the view of the ground proposed for the said road, and being all sworn or affirmed in pursuance of the said Order. We have viewed, and laid out, and do return the following Road. to wit: Beginning at a Marked Chestnut, in the line between James & Gorman (the petitioners mentioned in the said Order,) and C. C. Weavers Estate. and running through said C. C. Weavers Estate South forty eight and a half degrees East Thirteen, and eight tenths perches, South fifty three and a half degrees East, Ten and eight tenths perches to a Post. South seventy six and a quarter degrees East, Twenty eight perches to a Post. South sixty two and a half degrees East, three and four tenths perches to a Post, in a lane, thence along said lane. South eighty five degrees East, Sixty one and six tenths perches to a Post; South eighty

five and three quarter degrees East Twenty four perches to a Post: Thence South Seventy nine degrees East; fourteen perches to the Township Road leading from New Washington to Harmony Church near the Barn of C.C. Weaver's Estate. a Plot or Draft whereof is hereunto annexed. Which said road, as laid out we judge is necessary for a Private Road.

Witness our hands this 19<sup>th</sup> day of June A.D. 1898.

B. F. McCloskey, }  
Austin Curry } Viewers  
Adam. Breth }  
}

*Record.*

NO. 17 May SESSIONS, 1893

ORDERS

To view and lay out a road for  
Private use in the township of  
Clearfield, Clearfield Co.  
Safety Sessions 1893,  
read and confirmed Ni. Si.  
Road to be opened ~~20~~ feet wide,  
except where there is side hill,  
cutting or embankment ~~and~~  
bridging, there to be 12 feet  
wide, and to be opened at the ~~width~~  
width of the petitioners By the County  
of the petitioners.

See Henry's Confined  
absolute - by McCall

Filed 13 July 1893  
Fees ~~paid by~~

*Scrooge*  
PUBLIC SPIRIT PRINT.

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 set the amount out at the foot of their return, ~~if~~. Reviewers cannot interfere with damages assessed by ~~the~~ original viewers, except so far as the location may be changed by the viewers.

N. B.—If the viewers believe the parties are not entitled to damages, taking into consideration the advantages as well as the disadvantages of the road, they will report the effect.

Days	Miles	Days	Miles	Days	Miles	Days	Miles	Days	Miles
3	17.00	1	55.00	1	40.00	1	30.00	1	20.00
McClosky		Newton		Concord		W. Newbury		Bethel	
.....		.....		.....		.....		.....	