

No. 1, May Sessions, 1902

~~COMMONWEALTH~~

versus

Public Bridge
Across Chest Creek
at St. Lu. Mill

FIRST BRIDGE

Charge

X
WILLIAM I. SWOOPE,
District Attorney.

To the Honorable Judge of the Court of Quarter Sessions of Clearfield County.

The undersigned Commissioners of Clearfield County would respectfully represent:

That under proceedings held in said Court to # 1 May Sessions 1902, they have built a bridge at the expense of Clearfield County, across Chest Creek at St. Lu Mill in Chest Township, where the ~~main~~ public road leading from New Washington to Westover, crosses said Creek; that said bridge was built by Clearfield County, under contract with the York Bridge Company; that said bridge has been completed by said Company, and is now ready to be inspected by inspectors appointed by your said Court.

Your petitioners would therefore pray that your honor appoint three fit persons for the purpose of inspecting said bridge, and making a report thereof to your Honorable Court.

S. P. Hamilton
E. P. Rowles
B. F. Wilhelm
Commissioners of Clearfield Co.

ORDER OF COURT.

Now the 7th day of Dec. 1903, the within petition presented and considered, and thereupon C. B. Alexander, Harry Bushman and Amos Hess are appointed inspectors to inspect said bridge, and the plans and specifications of the same to be placed in their hands, and to make report whether said bridge has been constructed in accordance with said plans and specifications; and if said bridge has not been constructed according to said plans and specifications, then to report wherein said bridge varies from the same.

By the Court
Amos Hess

No. 1 May 85. 1902.

Appointing of Inspectors
for the Bridge in
Chick Township.

RECORDED
MAY 17 1902
CHICK TOWNSHIP

In the Court of Quarter Sessions of Clearfield County.

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

The petition of the undersigned inhabitants of the *Township* of *Chest* county of Clearfield, and state of Pennsylvania, respectfully represents:- That a bridge is much wanted over Chest *Creek* at St. Lu Mill where the main public road leading from New Washington to Westover in said county crosses said creek, the fording being frequently rendered impassable by reason of ice and high waters; and the expense of erecting said bridge would be burdensome upon the inhabitants of said *Township* and more than it is reasonable they should bear.

Your petitioners therefore pray the court to appoint proper persons, qualified according to law, to view the place proposed for said bridge, and inquire whether such bridge is necessary as aforesaid, and make report at next term of Court.

And they will ever pray, &c.

A. J. Wilson
J. W. Hurd
S. H. Horrio
S. Beck
John Straw
R. E. Swin
David McFarney
H. D. Wheeler
J. W. McCall
J. W. McCall

Patrick Gilligan
J. M. Dunley
James Quinn
Mike Gilligan
Ed. Gilligan
J. Newton McLeod
S. A. Miles
Thos. Fitzgerald
L. McMaster

Henry Pennington
H^m Stevens
R H McCarvey
W M. White
Elliot McCulley
John J. M^o Garrison
J. B. McCulley
D. B. McDonald
George Hackesbury
J. J. McGarvey
J. C. McGarvey
John Hazeltin
George Hazeltin
E. Ames McGarvey
Isaiah Kiff
Alex Dambas
D N Rarney
Simon Rarney
Wm Dambas
John Fiskel
H. W. Foy
Mr Hebel

W B Burt
Simon Shiesley
G. G. Michael
J. S. M^o Fadden
W. H. Michael
John Penney
J. O. Michael
A. F. Michael
Jacob Pennington
Thos Mitchell
J. W. Estricher
J. R. H. Murray
Jas Kupperen
Jann Selders
Jeff Groat
Thos Mahaffy
J. C. Kinn
C. H. Mahaffy
J. D. Mitchell
Capt V Armstrong
J. E. Rorabaugh
Adam Burt
G. W. Ballaker
H. G. Foy
John Haddam

James M. West
Henry Cummings Jr

Samuel Kitchen

Enos Westover

Thomas M. Masten

E. E. Curry

A. R. Kitchen

Harry Killian

L. Killian

Harry Killian

Alvin Lindsey

Clearfield County, ss:-

At a Court of Quater Sessions of the Peace held at Clearfield, and for the said county of Clearfield, Pa., on the ^{8th} day of February A.D., 1902, before Cyrus Gordon, Judge of said court, upon the petition of divers inhabitants of the township of Chest, in said county, setting forth that a bridge is much wanted over Chest Creek at St. Lu Mill where the main public road leading from New Washington to Westover in said county crosses said creek; the fording being frequently rendered impassable by reason of ice and high water; and the expense of erecting said bridge would be burdensome upon the inhabitants of said township and more than it is reasonable that it should bear, the court on due consideration appoint *Wm. Morris R. M. Johnston & James Dickson* Who after being respectively sworn or affirmed to perform their duties impartially and to the best of their judgment, are to view the place proposed for said bridge, and if they, or any three of them, view the same, and any two of the actual viewers agree that there is occasion for such bridge, and that the erecting of the said bridge would require more expense than it would be reasonable the said township should bear, they are to report accordingly, and a map or plot of thereof to be made, which shall accompany said report; the report aforesaid to be made to the next term of the Court of quarter Sessions to be held for the same county of Clearfield.

By the Court
Cyrus Gordon

In Court of Quarter
Sessions

Petition for County
Bridge across
Lehest Creek at
St. Louis

No 1 May, Dec. 1902



FEB 3 1903
OSCAR MITCHELL
ATTORNEY AT LAW
ALBANY, N. Y.

RELEASE OF DAMAGES.

Know All Men by These Presents, That we, the undersigned owners of lands upon which the bridge is 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 en sealing 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 or building of said bridge, 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 or building of said bridge.

Witness our hands and seals this..... day of..... A. D. 189.....

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 building of said bridge 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 sum of.....

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

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

Witness our hands this..... day of..... A. D. 189.....

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

Eighth day of February, A. D.

~~1890~~ before Judge of said Court, upon a petition of sundry inhabitants of the township of Chest in said

County, setting forth that a bridge is much

wanted over Chest Creek at St. Lawrence Mill where the main road leading from New Washington to Westover in said County crosses said Creek, the fording being frequently rendered impassable by reason of ice and high waters, and the expense of erecting said bridge would be burdensome upon the inhabitants of said Township and more than is reasonable they should bear,

and therefore praying the Court to appoint proper persons to view and lay out the same according to law,

and report to next term of Court

whereupon the Court upon due consideration had of the premises, do order and appoint Thomas

W. Moore, R. M. Johnson, and

James McKeen

who after being respectively sworn or affirmed to perform their duties impartially and to the best of their judgment, are to view the place proposed for the said bridge, and if they or any two of them, view the same, and any two of the actual viewers agree that there is occasion for such a bridge, and that the erecting of the said bridge would require more expense than it would be reasonable the said townships should bear, they are to make report accordingly;

and a map or plot thereof to be made, which shall accompany said report; the report aforesaid to be made to the next term of the Court of Quarter Sessions to be held for the said county of Clearfield.

BY THE COURT.

Grant A. Thompson
CLERK.

To the Honorable Cyrus Gordon - Judge
of the Court of Quarter Sessions of Cleared
county

We the undersigned Viewers - appointed by the foregoing Order of Court to View the Site for a Bridge at St. Lu. mill in Chest Township across Chest Creek where the main road leading from New-Washington to Westover crosses the said creek. Do. Report. that having given due notice of ten days. of the time and place of said View. we all met. and being duly sworn and affirmed. we have viewed the Site for said proposed Bridge. and are of the opinion that a Bridge. is needed. at this point and that the expense of erecting the same would be greater than said Chest Township could bear and would respectfully recommend - that the County should erect the same, We further find. that the length of said Bridge should be one hundred feet. and width sixteen feet. and abutments. about twelve feet above low water. all of which we respectfully submit

In Testimony whereof we have
hereunto set our hands this Fourteenth day of
April AD 1902

Viewers { Thos Moore
R. M. Johnston
James McKeen

(Viewers Fees.)

Thos W Moore.	{ 2 days (33.50)	100 0	
	48 Miles	480	1480

R. M. Johnston	{ 1 Day	200	
	10 Miles	100	300

James McKeehan	{ 1 Day	200	
	5 Miles	50	250

And now May 9, 1902, He approves the report of viewers and do further find said Bridge to be necessary and would be too burdensome upon the inhabitants of Chest Township to build.

R. E. Crown

Foreman Grand Jury

Now 19 May 1902 Approved.

No. 1 May 1880 2

Public Bridge

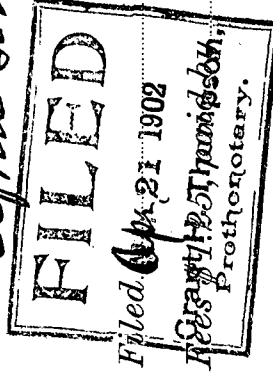
in

Chest Creek

ORDER TO VIEW

Re July 1903 Report
approved & referred to
County Commissioners.

By the Court
Cyrus Goodrich



'189

Mitchell
Attorney.

NOTE.—Viewers will carefully note the number of days employed, and set the amount out at the foot of their return. Reviewers cannot interfere with damages assessed by the original viewers, except so far as the location may be changed by the reviewers.

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 bridge, they will report to that effect.

AMOUNT.

} Days		
		Miles
} Days		
		Miles
} Days		
		Miles
} Days		
		Miles
} Days		
		Miles
} Days		
		Miles

See Bill of Fees inside

TO THE HONORABLE CYRUS GORDON, PRESIDENT JUDGE OF THE
COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNSYLVANIA.

By virtue of a commission given the 7th day of
December A.D. 1903, appointing C.B. Alexander, Harry Washburn,
and Amos Hess, Inspectors to view and examine the County
bridge recently built and completed over Chest Creek at St.
Lu, in the county and state aforesaid, and to report
whether said bridge has been built according to plans and
specifications laid down in contract for building same, and
if said bridge should be paid for in accordance with the
terms of the contract, we the said Inspectors do therefore
respectfully report; That we met at said bridge on December
the 12th. 1903. being duly affirmed and provided with the
plans, specifications, and contract for building said bridge,
we proceeded to make a careful examination of same and to
make comparison with the plans. We found said bridge to the
best of our knowledge to measure up to the plans given in the
contract for same, to have the required strength, and to be
placed as per contract.

From all surface indications the masonry of the
abutments has the appearance of being very satisfactory.

All the parts of this structure seem to be complete
and properly fitted.

Your Inspectors would therefore respectfully recom-
mend that the bridge be accepted and paid for as per contract.

INSPECTORS.

C.B. Alexander
Harry Washburn
Amos Hess

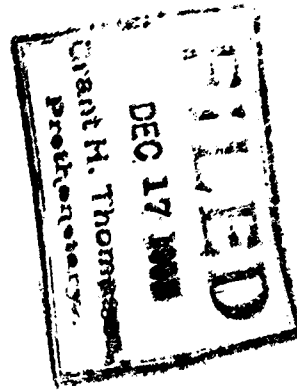
EXPENSE ACCOUNT.

Name.		Amount.
C.B.Alexander.	2 days 38 miles	\$13.80
Harry Washburn,	1 day 60 miles	\$8.00
Amos Hess,	1 day 38 miles (2626)	\$5.80

Road.
1 May 1902

Inspector's Report.
on the Acceptance of
the St. Lewis Bridge.

Nov Dec. 17 "1903 the machine
report is engraved.
By Vice Consul
Cyrus Gordon



~~Bridge~~ ~~Road~~ Viewers' Notice.

NOTICE IS HEREBY GIVEN that the undersigned Viewers, appointed by the Court of Quarter Sessions of Clearfield county, Pennsylvania, to view ~~a~~ ~~Road leading from~~

~~Bridge over Chest Creek at St. Louis Mill where the main Road leading from New Washington to McShores in said Co. crosses said creek~~
in ~~Chest~~ Township, to ~~Clearfield~~
~~County, Penna.~~

in ~~_____~~ Township, in the county
~~aforesaid~~, will meet at the ~~house of~~ ~~Hotel~~
~~La Jose~~ in ~~Newburg~~, in ~~Chest~~
Township, on ~~Monday~~, the ~~fourteenth~~
day of ~~April~~, A. D. 1902, at 1 o'clock
M., to attend to the duty assigned them,
of which time and place aforesaid all parties
interested will please take notice.

Thomas M. Moore
R. M. Johnson
James McKeehan
Viewers.

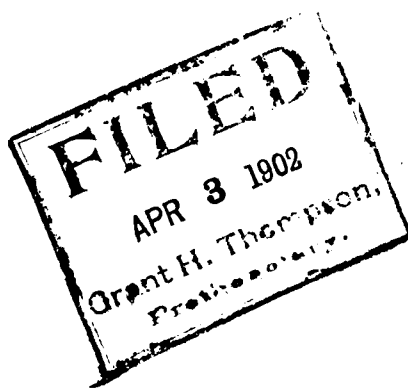
Apr. 3, 1902.

Now Apr 3. 1902 we have
accept service of the within
notice to view bridge.

O. H. Coak

To J. W. Wren

1 May Dec 1902
Road



In re Inspection of Repairs to County Bridge, at St. LU, Pa.

TO THE HONORABLE ALLISON O. SMITH, PRESIDENT JUDGE OF
THE COURT OF QUARTER SESSIONS FOR CLEARFIELD COUNTY, PENNA.

Whereas:- Under date of twenty-fifth of November, A. D. 1908, appointed as Inspectors to examine into and pass upon repairs made to County Bridge at St. Lu, this County, by the York Bridge Company, Contractors;-

E. W. Hess, A. D. Orner, and John S. Chaplin,

Now therefore, your said Inspectors pray to report that having appointed a day of meeting, Monday, November Thirtieth, A. D. 1908, and having given notice to the Contractor by registered mail, as directed, and having also notified the County Commissioners of such date of meeting, went upon the ground on said appointed date, and after being duly affirmed, proceeded to inspect the work done upon said bridge, according to the contract made, and to the specifications and plans.

In the matter of the steel superstructure; we find that the requirements of the specifications - there were no plans for this part of the work - have been carried out fully in the changing of the diagonal rods adjacent the new panel; in the addition of an entire new panel as specified, changing the bridge from a seven panel to an eight panel structure.

The dimensions of all members of the new panel are as the corresponding members of the rest of the bridge; the workmanship is as good, all as required.

We also find that new white oak flooring, similar to that on the rest of the bridge has been supplied, not only for the one new panel, but where needed.

We also find that the steelwork of the whole bridge has been newly painted by the Contractor.

We find that for some reason, not apparent to us, that the flooring at the east end of the bridge as laid, is about three inches (3") above the dirt-wall, while at the west end the dirt-wall has been built about three inches (3") above the floor of the bridge. Mr. John Herd, citizen, living nearby, agreed to place planks so as to repair these defects as far as possible, we being unable at the time to place the responsibility for such bad construction.

With the above exception we find the superstructure to be as contracted for.

Regarding the new Masonry Abutment, we find the dimensions of the neat work above ground to be of full size.

The character of the stone masonry is good, large stone being used, all well placed, all well up to the specifications. The pointing of the joints has been well done, but is not as neat and straight as it might be, this of course will not affect the stability of the work.

The concrete masonry as exposed, looks very well and is so far as we could examine, very good.

As to the depth of foundation below the water, we naturally could not discover this, but have the statement of the engineer under whose direction the work was done, that it was to the depth required, and as shown on the blue-print section plan attached.

Concrete Masonry was used for the footing course as called for, and also for the next two feet higher in place of stone masonry, but as it is fully as good construction as the stone would have been, we could find no reason for raising objections. This change was made with the approval of the Engineer in charge of the work.

In conclusion, we would respectfully report that in our judgements, the contract has been carried out fully, as required by the specifications and such plans as form part of the contract.

In Witness Whereof, we have hereunto set our hands and seals this . ~~2nd~~ . . day of December, A. D. 1908.

E.W.Hess Seal.

A.D.Orner Seal.

J.S.Chaplin Seal.

In addition to the above we would most respectfully state, regarding the general condition of the bridge, that in our opinion the increasing the span by one-seventh of its total length cannot help but reduce its ultimate strength, and that the superstructure should be inspected frequently, and that the connections be tightened up so that each member shall sustain its proper load. Also, that it would be wise to place signs warning against fast driving.

We would also recommend that at the west or new abutment, some twenty feet of timber cribbing be built from the upstream wing, to connect with a long line of cribbing now extending upstream.

Also, in looking over the east or old abutment, we find that the stream has now to some extent, undermined the front of this abutment, and that if not attended to in the near future, the masonry may fail in a manner similar to the destruction of the west abutment. To avoid this there should be placed say some twenty cubic yards of heavy stone rip-rap about the front and upstream wing of this abutment.

Cost of Inspection.

E.W.Hess	2 days	10.00	
	Mileage 38	<u>3.80</u>	13.80
A.D.Orner	2 days	6.00	
	mileage 66	<u>6.60</u>	12.60
Jno. S.Chaplin	2 days	6.00	
	mileage 38	<u>3.80</u>	9.80

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNA.

-O-O-O-O-

IN RE PUBLIC COUNTY BRIDGE
ACROSS CHEST CREEK AT ST. LU.

#

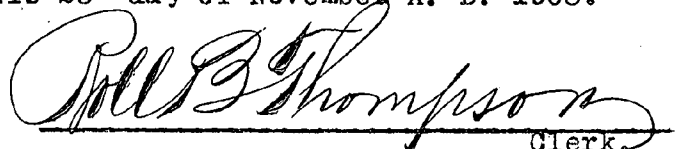
No. 1 May Sessions, 1902.
Roads.

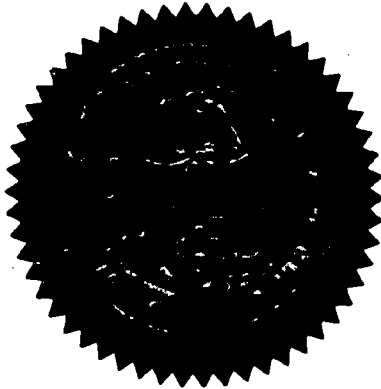
Now, the 25" day of November, 1908, petition presented and considered and thereupon E. W. Hess, A. D. Orner and John S. Chaplin are appointed Inspectors to make inspection of the St. Lu Bridge and report thereupon according to law, and said inspectors are directed to give notice of the time and place of their meeting to the York Bridge Company by registered mail.

BY THE COURT.

STATE OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:

Certified from the records of said Court
this 25" day of November A. D. 1908.


Clerk.



KNOW ALL MEN BY THESE PRESENTS, That we,
the YORK BRIDGE COMPANY, principal, and ^{THE TITLE GUARANTY & SURETY CO.,} surety, are
held and firmly bound unto the County of Clearfield, in the sum of
Twenty-Nine-Hundred and Twenty (\$2920.00) Dollars, to be paid to
the said County of Clearfield, its certain attorney or assigns; which
payment well and truly to be made and done, we do bind ourselves and
our successor or successors, and every of them, firmly by these
presents. Sealed with our seals and dated the 28th day
of August 1908.

WHEREAS, the said York Bridge Company,
by contract with Clearfield County, dated the 27th day of August,
1908, has covenanted and agreed to lengthen a certain steel highway
bridge across Chest Creek at St. Lu, Clearfield County, pennsyl-
vania, and to build a masonry abutment with concrete base for the
span as lengthened, according to the terms of said contract and the
plans and specifications hereto attached, for the sum in said con-
tract set forth. Now the condition of this obligation is such,
that if the above bounden York Bridge Company shall and do faithfully
perform all and every of its undertakings and the covenants in the
aforesaid contract of the 27th day of August, 1908, with Clearfield
County according to the terms and tenor thereof without any fraud
or further delay, then this obligation is to be void, otherwise it
is to remain in full force and virtue.

YORK BRIDGE COMPANY,
By

L. A. Brown
Asst. Pres.

Attest:

C. Shipman

THE TITLE GUARANTY & SURETY CO.,
By N. D. Stoughton
Attorney-in-Fact.

1 May 9 1982

In re
St. Joe Bridge.

Clearfield County
with

York Bridge
Company

Bond of
Contractors.

Sept. 28, 1908 bond is
approved.

12/16/82
William L. Smith
p. 3

MAY 11 1982

KREBS & LIVERIGHT.
ATTORNEYS-AT-LAW
CLEARFIELD PENNA.

RECEIVED
MAY 11 1982
COUNTY CLERK