

267 *pp*

Sessions, 190

COMMONWEALTH

versus

Public Bridges

in  
Newbury, Mass.

Case -

Charge

WILLIAM J. STODDARD

Served the within rule December 19th, 1907, on Nelson Construction Co. by giving a true and attested copy of the rule hereto attached to T. M. Nelson, President, of said Company, and making the contents thereof known unto him.

So answers.

Geo. W. Kuhn  
Sheriff.

Per E. W. Kuhn  
Deputy Sheriff.

FRANKLIN COUNTY, SS:

Personally appeared before me, E. W. Kuhn, Deputy Sheriff, who being duly sworn, according to law, doth depose and say that the above return is true and correct.

Sworn to and subscribed before §  
me this 19 day of Decem- §  
ber, A. D. 1907. §

E. W. Kuhn  
Deputy Sheriff.

R. M. Rufus  
Porter

Now December 20th, 1907

I return this rule served by Geo. W. Kuhn, Sheriff of Franklin County as per endorsement.

So answers

Cornelius Allen  
Sheriff.

In the Public Bridge  
over Wilson Run  
in Newbury Town  
versus

In the Court of Quarter Sessions  
of Clearfield County, Pa.

No. 10 Sept Sess Term, 190<sup>4</sup>

Fi. Fa., No. 190

And now, Dec 16, A. D. 1907, petition read and considered,  
and a rule is granted on the inspectors, appointed by the  
Court to view and make report upon the completed  
superstructure of the Wilson Run Bridge having condemned  
the same and recommended that the same be considered  
wrecked material and at the disposal of the contractor.  
A Rule is granted on Nelson Construction Co  
of Chambersburg Pa (the Contractors) to show cause  
if any it has against said report.

Returnable 2<sup>nd</sup> Monday of January 1908.

By the Court,

HON. ALLISON O. SMITH, P. J.

Certified from the record this 16 day  
of Dec, 1907.

Roll O. Thompson  
Clerk

269

No. 10, Eighth Term, 1907.

State Public Bridge  
over Allegheny River, in  
Monongahela  
County, Penn.

versus

**RULE ON**

John Armstrong Co.

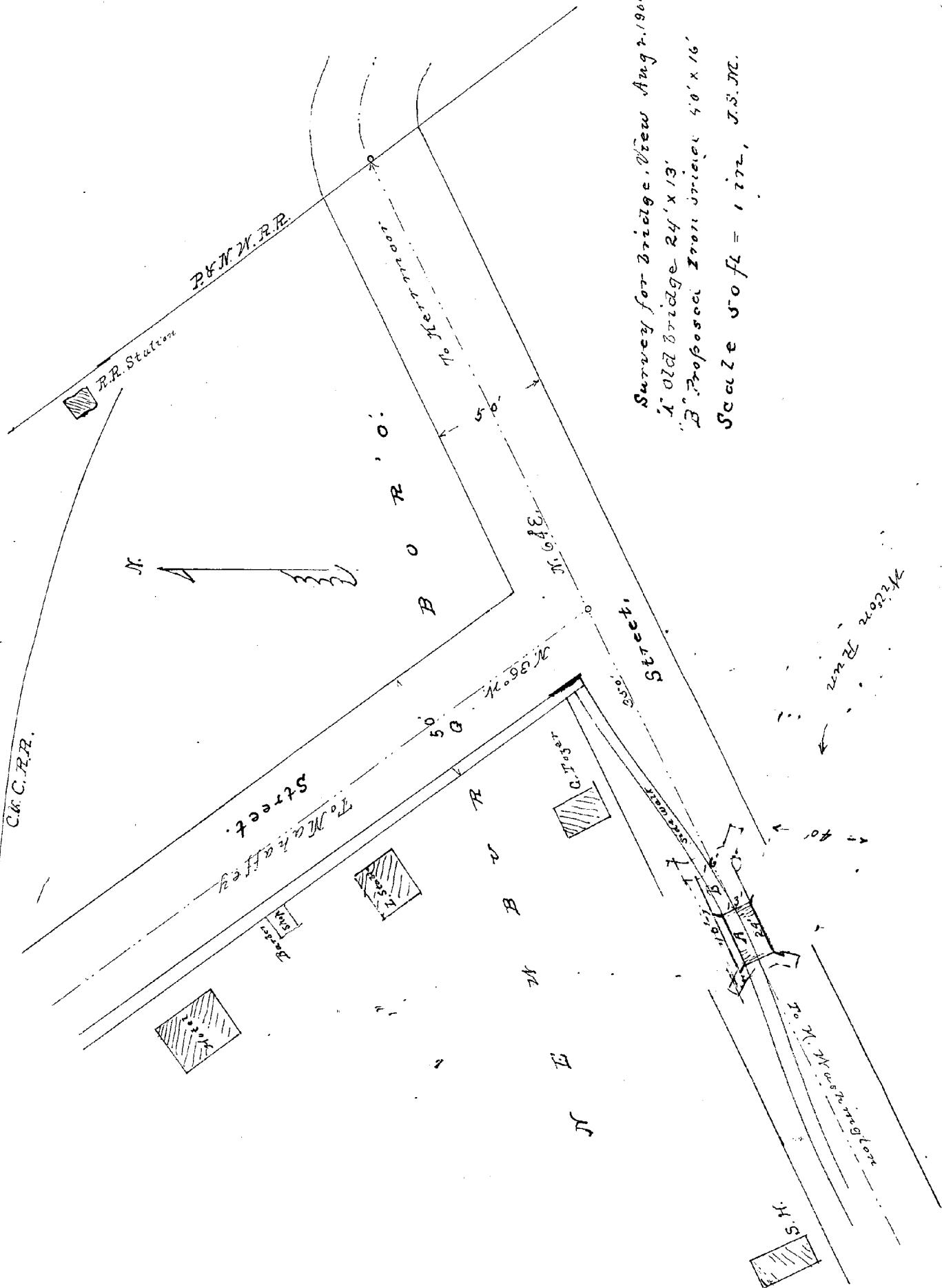
Sheriff Kuhn 2.75  
" Allen 2.50

*Attorney for Claimant.*

*Attorney for Plaintiff.*

*Attorney for Defendant.*

*Nov. 17, 1907 Harvey reported  
Geo W Kuhn's name in the Docket  
Emmett Allen*



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

7 day of May, A. D.

1804, before Judge of said Court, upon a petition of sundry inhabitants of the ~~township~~ Borough of Newberg in said

County, setting forth that a Bridge is much

wanted over Wilson's Run in said Borough of Newberg, at the place where the public highway from New Washington to Mohaffey crosses the said run in the said Borough, the run there being frequently impassable by reason of ice and high water; and that the expense of erecting said bridge would be burdensome upon the inhabitants of said Borough and more than it 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

J. S. McCleery Leander Denning and  
Peter Geohart

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.

Franklin Thompson,  
CLERK.

## 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 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.....

Newberry Boro August 2, 1904

We the undersigned viewers appointed by the court, having been sworn according to law proceeded to view the proposed location for bridge as set forth in the accompanying order, and unanimously report as follows. We find the claims of your petitioners substantially correct, and that a bridge at this point is much needed. We therefore recommend that a bridge be erected with span not less than 40 feet in the clear, with substantial stone abutments and iron superstructure; roadway 16 ft with sidewalk additional. that in our opinion the total expense should be borne by the County of Clearfield, or so much thereof as may be recommended by the grand inquest of said County.

— Respectfully submitted.

J. M. Treacy C.E.  
Le Herring } Viewers  
Peter Gearhart }

Sept 10th 1904  
Grand Jury

We recommend the super structure of the bridge for Newberry Borough & Borough Builders  
Bentzants

W. D. Ross Norman

NOTE.—Viewers will carefully note the number of days employed, and set the amount out at the foot of their return. Viewers 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 bridge, they will report to that effect.

No. 10 Sept. 1884  
Cubbie Bridge  
in  
Newburyboro.

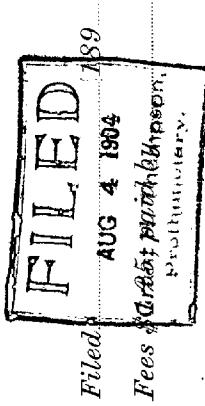
	Days	Amount
John French	2	8.00
		37.00
		117.00
L. Demming	1	2.00
		37.00
Peter Garfield	1	2.00
		41.00
		6.00
		23.00

ORDER TO VIEW.

Now sick of a <sup>cross</sup> the  
grand jury at Newbury  
selected a <sup>cross</sup> a bridge  
such a bridge to be  
seen and that the  
writing of said bridge  
would be too <sup>cross</sup> trouble  
for Newbury to <sup>cross</sup>  
bear.

W. P. Dillen.  
Norman

W. P. Dillen.  
Norman



Oscar Mitchell,  
Attorney.

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

In Re Public Bridge ( No. 10, SEPT. SESSIONS, 1904.  
over Wilson Run in Newburg Borough. (

And now the 29th day of June, 1908, in accordance with an agreement reached by counsel for the Nelson Construction Company and Clearfield County, it is ordered and decreed as follows:-

1st:- That the report of the inspectors condemning the structure and recommending that the same be considered as rejected material be modified, and that the structure be accepted by Clearfield County.

2nd:- That \$190.00 be deducted from the contract price of \$570.00 to have been paid the Nelson Construction Company, that being the amount recommended by the engineer for Clearfield County as necessary to place the structure in a first-class condition, as contemplated by the contract.

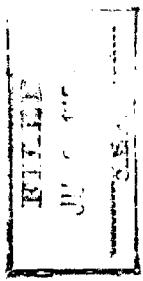
3rd:- That each party to the controversy pay its own bill of costs.

*By the Clerk*  
Alvin O. Smith  
80

No. 10 Sept. 1904

=" = "  
The Public Bridge  
over Wilson Run  
in Newburg Borough

=" = "  
Settlement.



Q.M.D.

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENN'A.

In the Matter of a Bridge  
over Wilson Run in Newburg Borough. { NO. 10, SEPT. SESSIONS, 1904.

TO THE HONORABLE ALLISON O. SMITH, PRESIDENT JUDGE:

The Petition of the County Commissioners of Clearfield County, respectfully represents:

That by virtue of an agreement made the 8th day of December, 1906, BETWEEN Nelson Construction Company of Chambersburg, Pa., and the County Commissioners of Clearfield County, which agreement was duly approved by the Court, the said Nelson Construction Company undertook the building of a superstructure of a reinforced concrete highway bridge over Wilson Run in Newburg Borough. Petitioners further represent that they have been advised by said Construction Company that the superstructure is now completed. They, therefore, ask the Court to appoint viewers to inspect said bridge, or superstructure, according to the several Acts of Assembly in that behalf made and provided, and make report thereof to the Court.

A copy of the contract hereinbefore referred to is hereto attached.

S.R. Hamilton

T.O.P. Riddle

THIS AGREEMENT, made this 8th day of  
December, A. D., 1906, by and between THE NELSON CONSTRUCTION  
COMPANY of Chambersburg, Pennsylvania, party of the first  
part, and S. R. HAMILTON, C. P. ROWLES and B. F. WILHELM,  
County Commissioners of Clearfield County, State of  
Pennsylvania, of the second part,

WITNESSETH, that the said party of the first  
part, for the consideration hereinafter mentioned, agrees to  
furnish all material and to construct and complete ready for  
travel, the superstructure of a reinforced concrete highway  
bridge over Wilson Run in Newburg Boro., Clearfield County;  
said bridge to be built in accordance with the attached plans  
and specifications, which are hereby made a part of this  
contract.

IN WITNESS WHEREOF, the second party agrees  
to pay to the said first party the sum of \$570.00, upon com-  
pletion of the contract and acceptance of the superstructure,  
according to law.

The party of the first part agrees to hold  
itself responsible for the payment of all just claims for  
labor, supplies or materials, furnished for or done in and  
about the construction of the said superstructure, and for  
any and all just claims for damages, by accident or other-  
wise, caused by or during their construction work; and the  
party of the second part shall have the right to apply the  
funds in their hands due to the party of the first part on  
this contract, to the payment of such just claims as are in  
this paragraph enumerated, if any arise; and such payment

shall be considered and accepted by the party of the first part as payment on this contract.

The party of the first part agrees to remove from time to time, and before the final acceptance of the work, all surplus and rejected material or waste and refuse at its own expense.

Should at any time imperfect or unsound material be incorporated by the party of the first part in the said superstructure, said party on notice from the County Commissioners shall cause the same to be removed without delay, and replaced with good and proper materials, or workmanship or both; and in default of so doing, the party of the second part may effect the same result by such other means as it shall deem best, and shall charge the cost of such alteration to the contractors, and the amount due shall be deducted from the sum due and payable to the party of the first part. Said first party agrees to have the superstructure ready for travel on or before the *first* day of *July*, 1907.

Party of the first part is not to be held responsible for delays caused by the party of the second part, nor delays caused by the elements, strikes of workmen, nor acts of Providence; and for any delays so caused a proper extension of time shall be allowed.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their seals, duly attested, the day and year first above written.

NELSON CONSTRUCTION CO.,

By

*Chas. S. Huber*

CLEARFIELD COUNTY,

By

*J. H. Hamilton*

*J. P. Powers*  
*B. F. Wilhelm*

ATTEST:

SPECIFICATIONS.

=====

\*-\*-\*-\*-\*-\*

The work shall consist of the building complete one I-Beam Re-Inforced Concrete Highway Bridge, upon Masonry Abutments furnished by the Boro' of Newburgh.

The I-Beams supplied shall be of standard 16" Steel I-Beams 42 lbs. per lineal foot, and shall be drilled with seven eighths (7/8") holes, as shown on plans. They shall not be painted, and shall be free from rust, scale, or other impurities on the surface.

The rods shall be of round steel, three fourths (3/4") inch in diameter, and shall be cut to the lengths specified. The rods must be clean and free from rust, &c.

The netting at bottom of I-Beams shall be of 3" mesh, 3/6" wire, and one foot (10") wide. It must be carefully bent to fit closely around foot of I-Beams, and shall cover the I-Beams between faces of abutments.

The gas-pipe for railings shall be of first class two inch (2") pipe. The fittings shall be proper sizes for this pipe, and shall be carefully fastened on pipes.

CONCRETE shall consist of limestone, coarse sand and cement, and shall be in the following proportions, measured in bulk. One (1) part Cement; One (1-1/2) and one-half parts sand, and three (3) parts broken limestone.

LIMESTONE shall be clean hard limestone, and shall be of sizes from one-half inch (1/2") to one and one-half inch (1-1/2"). It must be perfectly free from all impurities, dirt, loam, &c., If necessary to secure this, the limestone must be screened and washed.

SAND must be clean, coarse and sharp. It must be free from all sticks, leaves, loam, &c. If needed, the sand must be screened and washed.

WATER must be fresh and clean.

CEMENT must be of approved Portland, equal in quality to Saylo's, Alpha, Atlas, Lehigh or Vulcanite. It must be well seasoned, and must stand all required tests. Cement must be stored in the original package, and must be thoroughly sheltered from rain or dampness.

FORMS for concrete will be of not less than two inch (2") plank, and must be planed and jointed, as to be smooth, and also, practically water tight. The forms must be thoroughly supported, so that they bear all weight of concrete until it is finally set. If necessary, the forms shall be lined with oiled building paper. The forms shall be thoroughly tied together so that they hold concrete to straight and true lines. A failure in this respect may require the tearing down and re-building of the concrete.

Concrete will be mixed as follows:-

Spread about one-half of the sand to be used in a batch of mortar evenly over the bed of the mortar box or platform, then spread the cement evenly over the top of the sand, and finally spread the remainder of the sand on top. The sand and cement shall then be thoroughly mixed by turning and returning at least six(6) times with a shovel. The mixture is then drawn to one end of the box and water poured in at the other end. Then draw the mixture down to the water with a hoe, small quantities at a time, and mix thoroughly until this is a good stiff mortar, then level off the mixture and spread over it the required amount of broken lime stone, and which shall be first moistened; then thoroughly mix the whole mass by turning and returning it with shovels in rows, at all times preserving the same thickness of the mass until the mortar thoroughly fills all the interstices. Machine mixed concrete will be accepted if the method is approved by the Engineer.

In building, the I-Beams shall be set carefully in place and lined up. The cross-rods shall then be passed through the holes in the I-Beams. The longitudinal rods shall then be laid on these, and tied with wire at about every fourth intersection.

The wire netting shall be carefully fitted about the foot of the I-Beams, so that it does not project as much as one inch (1") at any point.

The forms shall then be built, and the concrete placed, setting the posts for the side railing as the side walls are built.

Concrete shall be placed steadily after it has been started and no concrete shall be put in the structure that has been mixed more than one hour. It shall be thoroughly rammed with bars and shovel blades so as to fill all spaces, and secure an absolutely monolithic structure, surrounding and enclosing the steel work.

The forms shall be left in place until in the opinion of the Engineer, it is safe to remove them. After the forms are removed, any open or porous places shall be neatly stopped with pointing mortar. The exposed faces shall then be rubbed and washed with neat Portland Cement, to give a uniform smooth finish. All exposed corners shall be neatly rounded.

The railing shall be painted two (2) coats of good white paint.

The Contractor will be held responsible for one year from date of opening bridge for any failure caused by defects in material or workmanship.

# PROPOSAL

## NELSON CONSTRUCTION CO.

ENGINEERS AND CONTRACTORS

401 TRUST CO. BLDG  
CHAMBERSBURG, PA.

All Agreements Contingent Upon Strikes, Accidents  
or Other Causes Beyond Our Control.

1104 MACHESNEY BLDG  
PITTSBURGH, PA.

August 10 1906

To THE HONORABLE

County Commissioners  
of Clearfield County, State of Penna.

GENTLEMEN:

We hereby propose to construct, erect, paint and complete ready for travel the superstructure

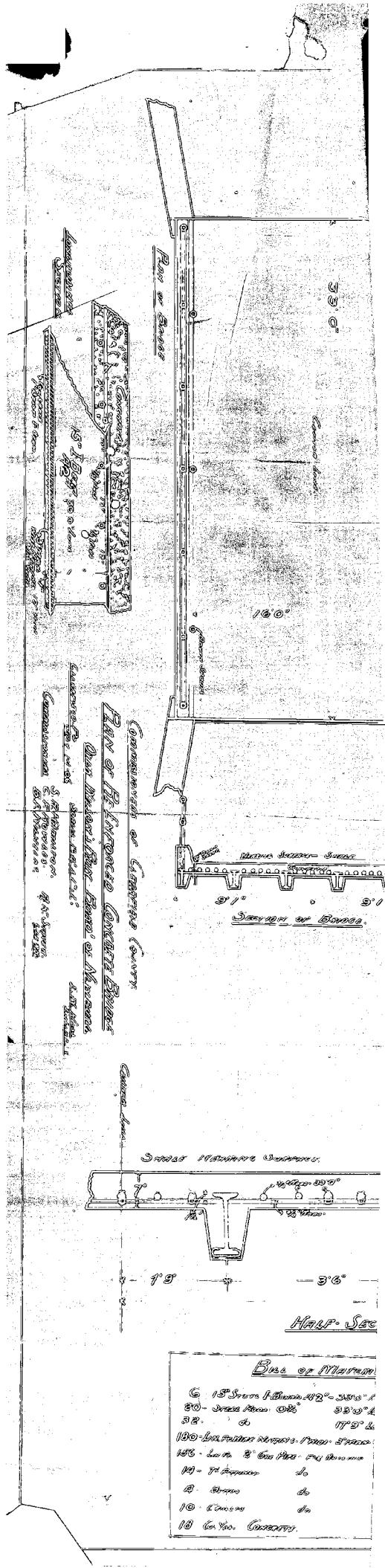
of your proposed bridge over Wilson Run in Boro  
of Newburgh

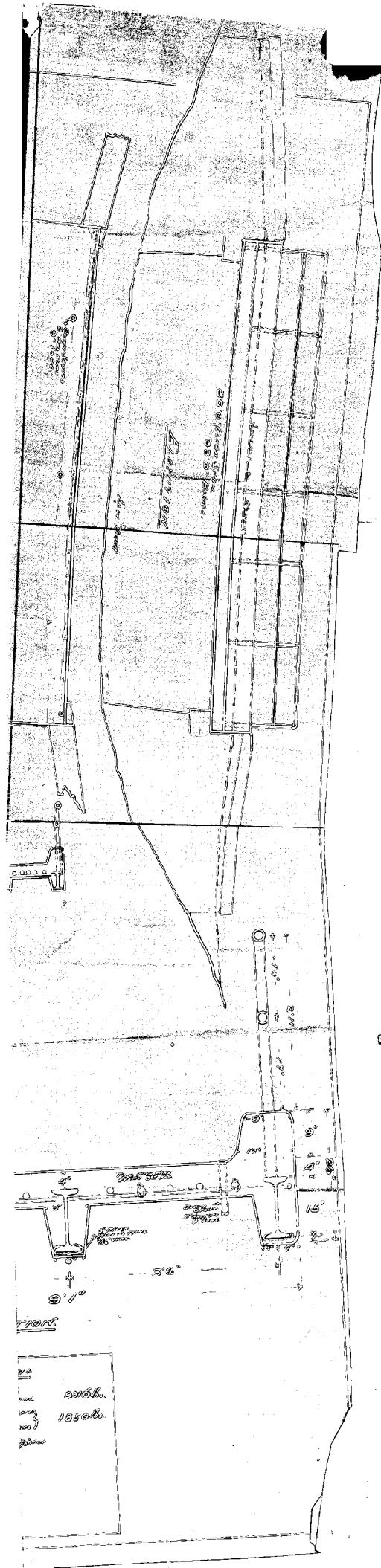
in accordance with the plans and specifications on file for the sum of  
Five Hundred and Seventy  
(570<sup>00</sup>) Dollars,

Respectfully submitted,

NELSON CONSTRUCTION CO.

PER Chas. G. Huber





In re public bridge over Wilson Run) In the Court of Quarter  
in Newburg Borough. : Sessions of Clearfield  
: County.  
) No. 10, Sept. SS. 1904.

To the Honorable Allison O. Smith, President Judge of said Court.

The Nelson Construction Company would respectfully represent:-

That said Company, under a contract with Clearfield County, erected the superstructure of said bridge; that the inspectors who were appointed by your said Court to inspect said bridge did make a report to said Court on the 8th day of December A. D., 1907, in which they specifically set forth that said bridge was not built in accordance with the plans and specifications; that by a supplemental report filed on the 14th day of December A. D., 1907, they condemn said structure and recommend that the same be considered as rejected material and subject to the disposal of the contractor; that on the 16th day of December A. D., 1907, your Honorable Court granted a rule on said Company to show cause, if any it has, against said report, which said rule was made returnable to January 13th, A. D., 1908.

Your petitioner further represents that it caused one of its representatives to go upon the ground for the purpose of inspecting said bridge to ascertain whether or not the findings of the aforesaid inspectors were correct; that said representative found the snow so deep and the weather so cold that it was impossible for him to make the necessary inspection of the bridge and materials used therein;

Your petitioner further represents that a proper inspection by them cannot be made until warm weather; they, therefore, pray that the time for filing an answer to said rule by them may be enlarged and continued until the 1st day of June A. D., 1908

Nelson Construction Company,  
By Chas. G. Huber

State of Pennsylvania.

SS.

County of Clearfield.

On the 11th day of January A. D., 1908m personally appeared before me the subscriber,,a Notary Public in and for said county, Charles G. Huber, who being duly sworn doth depose and say that he is a representative of the Nelson Construction Company and that the facts set forth in the foregoing affidavit are true and correct to the best of his knowledge and belief.

Chas. G. Huber

Sworn to and subscribed before me

this 11th day of January A. D., 1908.

W. O. Miller  
N. P.

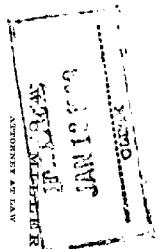
Order of Court.

NOW, January 13th, 1908, the within petition read and considered, and it is thereupon ordered that the time for the Nelson Construction Company to file an answer to the rule granted in the above stated case shall be enlarged and continued until the 1st day of June A. D., 1908.

*By the Clerk  
Allison A. Smith*

No. 10 Sept. 28, 1901.

In re public bridge over  
"Wilson Run in Newburg  
Borough.



Jewell & Co., Makers, Phila., Pa.

IN RE PUBLIC BRIDGE OVER  
WILSON RUN IN NEWBURG BOROUGH.

IN THE COURT OF QUARTER SESSIONS  
OF CLEARFIELD COUNTY.  
NO. 10 SEPTEMBER SS., 1904.

To the Honorable Allison O. Smith, President Judge of said Court.

The Nelson Construction Company, in answer to the Report of the Inspectors made to said court on said bridge and the Rule granted on said company by said court in pursuance of said report, says as follows:-

First. That the said bridge is not a county bridge, the court had no authority to appoint viewers, their report is without authority of law and not binding on any one, the proceedings by rule is not authorized by any Act of Assembly, and the rule and report of viewers and subsequent proceedings based thereon, should be quashed and set aside.

Second. That the report of the viewers as made out is not in conformity with the requirements of the Act of Assembly defining their duties in relation to the inspection of bridges. The said Act of Assembly makes no provision for rejecting the bridge as a whole but provides that in case the inspectors "Shall not approve of the same, they shall report to the court what sum, in their judgment, ought to be deducted from the sum stipulated in such contract."

Subject to and reserving to said company the foregoing exceptions said company proceeds to answer each specification of the report of viewers as follows:-

Answer to first specification. The company denies that the forms were made of rough unplanned lumber, the joints not being smooth and the concrete not in true, straight lines. On the contrary, it affirms that the forms were made of surfaced lumber, all smooth with the exception of two or three boards; that the joints were smooth and the concrete in practically true and straight lines.

Answer to second specification. The exposed faces are of uniform finish and there is no evidence of any scaling or chelling off. The finish may not be as smooth as intended on account of the weather, but is even, slightly and durable.

Answer to third specification. The exposed corners are square instead of round and finished in the usual way for such work.

Answer to fourth specification. The wire netting used around bottom flanges of I beams is 1/32" wire instead of 3/16" wire as called for by specifications. The use of this wire is to hold the concrete in place while hardening and the work shows that it has satisfactorily performed the service required.

Answer to fifth specification. It is denied that the concrete work is soft and crumbling. It is averred (and the inspector's report so shows) that the inspectors built a fire upon said concrete work to thaw out the frost, said work being frozen. The effect of a fire upon concrete work when frozen is to make it soft and crumbly, but only where the effect of the fire reaches it. The condition of the concrete as reported by the inspectors was due to their act of thawing it and not to any defect in the work itself, or its composition. It is further averred that said concrete was made of the proper proportions of cement, sand, and washed or screened gravel. Loam, dirt, bark and twigs were not used in mixing said cement beyond, perhaps, such small particles as could not possibly be avoided. It is admitted that gravel was used instead of limestone, but it is denied that this affects the usefulness of the said bridge or its duration, the gravel being in every respect equal in efficiency to crushed limestone.

Answer to sixth and seventh specification. The punching of the I beams and running the rods through instead of on top of them does not add anything to the strength or durability of the work, and the laying of the rods, as set forth in specification seven, in no way weakens or detracts from the strength, usefulness and durability of the bridge.

Answer to eighth specification. The company denies that the rods were not tied together with wire as required by the specifications. It is advised that the rods were tied together as provided by the specifications.

Answer to ninth specification. It is denied there is only 2-1/2 inches of concrete over the topmost rods and 4 inches over the top flanges of the I beams. The company asserts that the rods were covered with 3-1/4 inches of cement and there is 4-3/4 inches of cement on top of the I beams.

Answer to tenth specification. The hand rails were originally painted black, but have since been painted white as required by the specifications.

It is further averred that said bridge has been in constant use by the public since it was opened to public use sometime in October, 1907; that there is no evidence that said bridge is in any way disintegrating, or likely to do so, the cement is not soft and crumbly, but hard and forming a compact whole. The bridge could be removed only by blowing it out with dynamite and cannot be taken out in any other way. While there may have been slight variations in unimportant details from the specifications in building the said bridge, as a whole it is substantially as good, ~~if not better~~ as the specifications provided for and nothing has been done that would effect the usefulness and durability of the said bridge. It is denied that the structure should be considered as rejected material subject to the disposal of the contractor, and the right of the inspectors to so determine under the Act of Assembly is also denied.

THE NELSON CONSTRUCTION COMPANY.

By Chas. G. Huber

STATE OF PENNSYLVANIA, §  
§ SS:  
COUNTY OF FRANKLIN. §

On the 25th day of May, A. D. 1908, personally appeared before me, the subscriber, a Notary Public, in and for said county, Charles G. Huber, who being duly sworn according to law doth depose and say, that he is the authorized agent of the Nelson Construction Company; that he has investigated the bridge in question and inspected the material and work of the same; that the facts set forth in the foregoing answer, so far as founded upon his own knowledge are true; that so far as they are founded upon information furnished by others, he believes them to be true.

Sworn to and subscribed before me §  
this 25th day of May A. D. 1908. §

Lydia M. Kump

Notary Public.

Chas. G. Huber

My Com. Expires Jan. 16, 1911

No 10 Oct 5, 1904

John B. Pease, Brig. E.  
Generalissimo Commissioner  
Nanking, China

Answer of Nanking  
regarding Consular  
Rule.

W. C. Mullings  
U. S. Consul

In the Court of Quarter Sessions of Clearfield County.

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

The petition of the undersigned inhabitants of the borough of Newburg, county of Clearfield, and state of Pennsylvania, respectfully represents:- That a bridge is much wanted over Wilson's Run in said borough of Newburg, at the place where the public highway from ~~New Washington~~ to ~~Washington~~ Mahaffey crosses the said run in the said borough, the run there being frequently impassable by reason of ice and high waters ; and that the expense of erecting said bridge would be burdensome upon the inhabitants of said borough, 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 said bridge is necessary as aforesaid, and make report at the next term of the

court.

A. J. Wilson  
J. C. Ronabough  
J. B. Knecht  
J. D. Davis  
H. C. Williams  
Geo. S. Williams  
S. Williams  
J. A. McMurray  
James Farmer  
W. F. Hunter  
J. W. McCall

J. F. Coddison  
Miriel Woods  
H. S. Jackson  
W. Beatty  
J. W. Estriker  
E. H. Michals  
J. D. White  
A. R. Henry

E. H. Debrana  
H. P. Lozer  
R. E. Markle  
Blair Worrell  
M. B. Markle & Co.  
C. J. M. Schuyler  
J. J. Gage  
C. H. Hurd  
M. E. Hurd  
Jeff Frost  
J. B. Custer  
Ross Bell  
B. D. Williams  
Jas. M. Rowles  
J. W. M. Gage  
A. A. Hurd  
W. H. Kelsel  
O. den Campbell  
S. S. Packer  
H. H. Jones  
A. M. Gorman  
J. M. Woods  
Henry J. Rose  
P. E. Hurd  
Robert Reddick  
Geo. W. Freeman  
Deng. Snyder.

H. H. Hurd, Jr.  
Eli Hurd  
A. H. Miller  
A. B. Hurd  
C. H. Hurd  
W. E. Hurd  
J. E. Rainey  
E. E. Wood  
A. P. Yingling  
J. E. Lang  
D. L. Rainey  
W. H. Thomson  
A. L. Hurd

Order of Court.

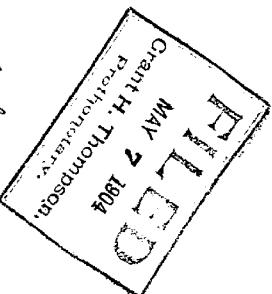
At a Court of Quarter Sessions of the Peace held at Clearfield, in and for the county of Clearfield, on the 6<sup>th</sup> day of May A.D. 1904 before the judges of the said court upon petition of divers inhabitants of the borough of Newburg, in said county setting forth that a bridge is much wanted over Wilson's Run in the borough of Newburg, at the place where the public highway ~~from~~ to crosses the said run in said borough, the run there being frequently impassable by reason of ice and high waters; and that the expense of erecting said bridge would be burdensome upon the inhabitants of said borough, and more than it is reasonable they should bear, the court upon due consideration appoint *J. S. McCreary - Deancor Dunning and Peter Bearhart - viewers* 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 ~~are~~ ~~any two of them view the~~ and any two of the actual viewers agree there is occasion for such bridge, and that the erecting of said bridge would require more expense than it would be reasonable that the said borough 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*  
*Allison & Smith*  
*②*

In the name of Quaker  
Sessions of Gleann  
Freelby.

1119 A.M. 11.10.14

Petition of individual  
Tents of Newburg Soc.  
ough for a community  
Bridge across Mill  
Savis River in said  
Gleann.



14 July 1904  
10 to 11 issued.  
Mistletoe  
Allen for Bridge

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

We, the undersigned inspectors for a Public Bridge over Wilson Run at Newburg, Penna., having called upon the Engineer in Charge, (Mr. E. W. Hess), Mr. Guy Tozier, President of the Council of Newburg, and Mr. Frank Worell, a workman engaged in the building of the bridge, also having acquainted ourselves with the plans and specifications of said bridge and having visited and inspected the same, tender the following report.

On Saturday the 7th. day of December, A.D. 1907, two of your inspectors met at the time and place as notified, and made preparations for the inspection, by thawing the frost form structure and continued the inspection until the arrival of the third inspector, some time later, whereupon your inspectors were affirmed and proceeded to inspect the structure, and inquire as to its fabrication.

After examining same and ascertaining the method of construction, your inspectors find that the structure was not finished in a workmanlike manner, and the specifications were violated as follows:

1st. The forms were made of rough, unplaned lumber, the joints not being smooth, and the concrete not in true, straight lines.

2nd. The exposed faces did not have a uniform smooth finish. The "wash" coat having scaled and shelled off in places.

3rd. The exposed corners were not rounded.

4th. The wire netting around bottom flanges of I beams was not 3/16" wire, but 1/32" wire. (Chicken Wire)

5th. The concrete, after thawing, was found to be soft and crumbling, and to be composed of cement, sand, loam, dirt, gravel, (creek) bark and twigs. No limestone was found in the mixture.

The proportions used in this mixture, as stated by Mr. Guy Tozier, President of Council, and Mr. Frank Worell, workman, were as follows:

3 sacks of cement.

2 wheel-barrow loads of washed gravel. (1 1/2 bu's. each)

5 wheel-barrow loads of unwashed sand, gravel, loam, etc.

scooped up from the bank and bed of creek, and that no lime stone whatever was used.

Upon investigation we found that the gravel and sand was taken from the bed and banks of Chest Creek which runs nearby.

6th. The I-beams were not punched to receive the transverse re-enforcing rods.

7th. The transverse rods were laid on top of the top flanges of the I beams, and the longitudinal rods placed on top of the transverse.

8th. These rods were not tied together with wire as specified.

9th. There is but 2 1/2 inches of concrete over the top-most rods, and 4 inches over the top flanges of the I beams.

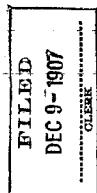
10th. The handrails were not painted white, but were black.

Witness our hands this 8th. day of December, A.D. 1907.

*W. E. Evans*

*W. E. Evans*  
*President*  
*Clearfield County*

Name of Inspector	Amount.
J.C. Evans	\$15.00
Miles <u>38</u>	\$3.80
	\$18.80
R.H. Thompson	\$3.00
Miles <u>38</u>	\$3.80
	\$6.80
L. Denning	\$2.00
Miles <u>38</u>	\$3.80
	\$5.80
Total	\$35.40



In the Court of Quarter Sessions of Clearfield Co., Pa.

Public Bridge

in

Newburg

Borough.

No. 10 Sept. ss. 1904

Road

Now November 21, 1907, petition presented and thereupon J.C. Evans, R.H. Thompson and Leander Denning are appointed Inspectors of said bridge over Wilson Run at Newburg, Pa. Said Inspectors shall have power to call upon the engineer (E.W. Hess) in charge of said bridge for the County and any and all persons in a position to throw light on the construction thereof and make report to the Court at December Sessions.

By the Court.

State of Pennsylvania ss.  
County of Clearfield

Certified from the records  
of said Court this 21<sup>st</sup> day of November A.D. 1907  
R.H. Thompson R.

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

We the undersigned inspectors appointed by the Court to inspect the superstructure of a bridge over Wilson Run in the Borough of Newburg, tender the following supplementary report:

We understand that the Contractor did not notify the Engineer in Charge, (Mr. E. W. Hess), or the County Commissioners of his beginning ~~the erection~~ of the structure, and therefore no inspector was on the ground during the time of erection.

And owing to the unsatisfactory condition of the superstructure, and the possible future disintegration of the materials in same under the action of the weather, we condemn the structure, and recommend that the same be considered as rejected material and subject to the disposal of the Contractor.

Witness our hands this 14th. day of December, A. D. 1907.

J. C. Evans  
R. A. Thompson  
L. Manning

pp. 10 Sept. 22, 1907

Boyd

And now 16 December 1907  
The inspectors appointed by  
the court to view and make  
report upon the completed  
superstructure of Main Run  
bridge, having examined the  
same, and recommended that  
the same be entered rejected  
material and at the disposal  
of the contractor, will be  
given the contractor, William Con-  
struction Co. of Cleveland, to  
show cause, if any it has, why  
said work, will not be  
second hundred of January  
15, 1908, and to be decided by the  
Court of Common Pleas of Cuyahoga  
County of Franklin County  
for service. By the court  
W. H. Smith  
J. J.

FILLED	W. H. Smith
DEC 14 1907	
CLERK	

Rule issued