

July Term, 1913 Tenth Judicial Day Friday August 1st, 1913 191

Court met on this day pursuant to adjournment present the same officers as on the last day and the Journal of the last days proceedings was read and is hereby approved and signed and among other proceedings the following were had to-wit:

J. Maloney COUNTY JUDGE
A. M. Lockburn COUNTY COM
H. B. Watson COUNTY COM.

In the Matter of the Approval of Warehouse bond of Kerr Gifford Warehouse Company.

Now on this day comes the Kerr Gifford Warehouse Company and presents to the court its bond for storing grain in Umatilla County, for 1913 the same being signed by the American Surety Company, and given in the sum of \$10,000.00 and the court being satisfied that said bond is a good and sufficient one, it is, hereby ordered, that the same be and is hereby approved.

WHEREAS, the Kerr Gifford Warehouse Company applied to the County Court of Umatilla County, State of Oregon, for license to engage in the business of storing grain for compensation or otherwise, within said County under the laws of the State of Oregon, and WHEREAS, said County Court has fixed the undertaking of said Kerr Gifford Warehouse Company at the sum of Ten Thousand & 00/100 (\$10,000.00) Dollars.

WHEREFORE KNOW ALL MEN BY THESE PRESENTS, that the Kerr Gifford Warehouse Company, a corporation of Portland, Oregon, as Principal, and the American Surety Company of New York a corporation, as surety, hereby undertake and agree, in consideration of the issuance of such license that the said Kerr Gifford Warehouse Company, hereinafter named the Principal, will well and faithfully operate and conduct said business of storing grain for compensation, or otherwise, within said Umatilla County, for a period of one (1) year from the date hereof, in compliance with the statutes and laws of the State of Oregon, and further, that the undersigned will pay to all or any person or persons, firm or firms, corporation or corporations, aggrieved by the violation of the terms and conditions of, this undertaking, all damages immediate or consequential (not exceeding Ten Thousand & 00/100 (\$10,000.00) Dollars), which may be sustained by reason of such violation.

It is hereby understood that the surety's liability hereunder shall cease immediately as to any subsequent liability from and after ten (10) Days from the time that petition is filed with the County Court by the surety hereunder of its desire to withdraw as surety hereunder, which shall be delivered in person or mailed by registered letter to the County Judge or his successor in office with whom the bond is filed.

IN WITNESS WHEREOF, the parties have caused these present to be signed and sealed this first day of July A.D. 1913.

Kerr Gifford Warehouse Company
By P. Kerr, Pres.
American Surety Company of New York
By W. Lyons Resident Vice President
Attest W.A. King Resident Assistant Secretary
Pete Kerr Agent.

(SEAL)

In the Matter of Building Macadam Road near Eastern Oregon State Hospital

Now on this day the Court having under consideration the building of a macadam Road near the Eastern Oregon State Hospital and it appearing that Carter & Trimble have agreed to furnish crushed rock at the plant or rock crusher located near Eastern Oregon State Hospital in sizes described as one, two and three for the building of about one mile of road at an average of 16 feet in width for seventy cents per cubic yard. And the Court having fully considered the matter,

It is hereby ordered that an agreement and contract be entered into between said Carter and Trimble and Umatilla County for the delivery of said crushed rock.

In the Matter of Road way along the East line of Sec. 13 Tp. 2 N.R. 32 E.W.M.

Now on this day it appearing to the Court that the road along the east line of section 13 Tp. 2 N.R. 32 E.W.M. is partially closed on the reservation side and that the Court has no authority to order the same re-opened but that a road can be secured from James B. Jacobs and wife for a consideration of \$350.00-

It is therefore hereby ORDERED that a deed from James B. Jacobs and wife for certain lands in Sec. 13 as above described for a consideration of \$350.00 be accepted.