

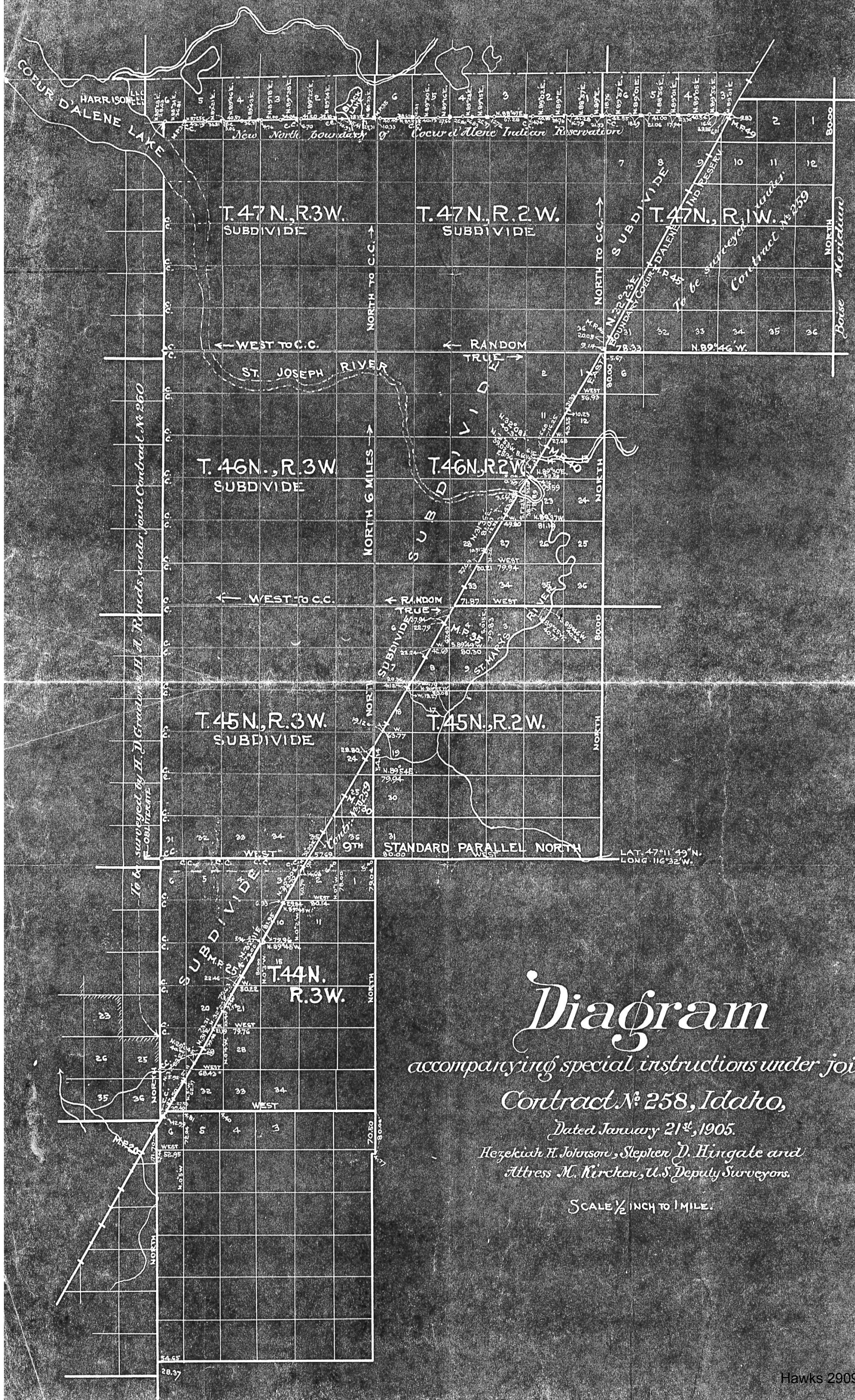


Diagram
accompanying special instructions under joint
Contract No. 258, Idaho,
Dated January 21st, 1905.
Hezekiah H. Johnson, Stephen D. Hingate and
Attress M. Kirchen, U.S. Deputy Surveyors.
SCALE 1/2 INCH TO 1 MILE.

29106

Rec'd with Surveyor General's
Letter of March 10, 1905
[Duplicate]

CONTRACT AND BOND.
Refund No. 6834, November 20, 1909,
" " 6838, December 3, 1909
No. 258.

Office of U. S. Surveyor General,

Boise City, Idaho,

January 21, 1905.

Ern G. Eagleson,
U. S. Surveyor General.
{ H Ezekiah H. Johnson, Stephen }
{ D. H. Hingate, and Address M. Kirchman }
U. S. Deputy Surveyors.

\$4,500.00.

Payable from the appropriation,

under Act approved April 21,

1904, for the survey of the Locur

St. Alexis Indian Reservation.

Approved March 18, 1905

W. A. Richards
Commissioner of the General Land Office.

[Original Surveyor's authorization
of rate of mileage enclosed]
Recorded in Contract Book No. 12, page 274

17,020-2,000 6-1242

of which has been paid, 300
plus 100 for mileage, and
any balance due to be paid
2.5.5.

This Agreement, Made this Twenty-first (21st) day of January, 1905,
between the SURVEYOR GENERAL OF THE UNITED STATES for the District of Idaho, acting for and in behalf of the UNITED STATES, of the one part, and Hezekiah H. Johnson, Stephen D. Hingate Deputy Surveyors, of the other part—

WITNESSETH, That the said Hezekiah H. Johnson, Stephen D. Hingate for and in consideration of the conditions, terms, provisions, and covenants hereinafter expressed, and according to the true intent and meaning thereof, doth hereby covenant and agree with the said Surveyor General, in his capacity aforesaid, that they the said Hezekiah H. Johnson, Stephen D. Hingate, in their own proper persons, with the assistance of such chainmen, axmen, flag bearers, and moundmen as may be necessary, in strict conformity with the laws of the United States, the printed Manual of Surveying Instructions as revised and approved June 30, 1904, and other surveying instructions issued by the Commissioner of the General Land Office, and with such special instructions as they may receive from the said Surveyor General in conformity therewith (all of said instructions to be taken and deemed a part of this contract), will well, truly, and faithfully survey, mark, and establish all of the standard, meridian and meander, township, exterior, section and connection lines necessary to complete the survey of the following townships: Townships 44, 45, 46, 47 North, Range 3 West; Townships 45, 46, 47 North, Range 2 West; Township 47 North, Range 1 West (within the boundaries of the Coeur d'Alene Indian Reservation), of the Principal Base and Boise Meridian, District of Idaho; and will also make such surveys as may be found absolutely necessary in the course of the execution of the new work herein provided for;

and that they will complete these surveys in the manner aforesaid, and return the true and original field notes thereof to the office of the said Surveyor General on or before the Thirtieth (30th) day of June, 1906, next ensuing the date hereof, on penalty of forfeiture, and paying to the United States the sum mentioned in the annexed bond, if default be made in any of the foregoing conditions. And it is further expressly stipulated and made a condition of this contract, that the surveys herein described shall not be commenced before the said Hezekiah H. Johnson, Stephen D. Hingate shall have been officially notified by the said Surveyor General of the approval of this contract by the Commissioner of the General Land Office.

And the said Surveyor General, in his official capacity aforesaid, covenants and agrees with the said Hezekiah H. Johnson, Stephen D. Hingate that on the completion of the surveys above named, in the manner aforesaid, there shall be paid to the said Hezekiah H. Johnson, Stephen D. Hingate by the Treasury Department of the United States, as a full compensation for all work performed under this agreement, at the rate of Nine (\$9⁰⁰) dollars for Base, Standard, Meridian, and Meander lines, Seven (\$7⁰⁰) dollars for Township lines, and Five (\$5⁰⁰) dollars for Section and Connecting lines, except where the lines of survey pass over mountainous or heavily timbered land, and in such case at the rate of Twelve (\$12⁰⁰) dollars for Base, Standard, Meridian, and Meander lines, Nine (\$9⁰⁰) dollars for Township lines, and Eight (\$8⁰⁰) dollars for Section and Connecting lines, per mile, for every mile and part of a mile actually run and marked in the field, random lines and offsets not included. The liability of this contract is limited, not to exceed Four Thousand Five Hundred 00/100 (\$4,500⁰⁰) Dollars.

Provided, however, That no payment shall be made until the plats and field notes of the survey executed under this contract shall have been accepted by the Commissioner of the General Land Office.

It is further agreed by and between the parties to this agreement that no accounts shall be paid unless properly certified by the Surveyor General (or his successor in office) that the surveys are in accordance with the instructions herein referred to and the provisions of this agreement, and until approved plats and certified transcripts of field notes of the surveys for which the accounts are rendered are filed in the General Land Office.

And it is further understood and agreed by and between the parties to this agreement that the said surveys will not be approved by the said Surveyor General (or by his successor in office) unless they shall be found to be in exact accordance with the instructions hereinbefore specified: *Provided, also*, That no member of (or delegate to) Congress or subcontractor shall be admitted to any share or part of this contract or to any benefit to arise thereupon, and that no payment shall be made for any surveys executed by the said Deputy Surveyors Hezekiah H. Johnson, Stephen D. Hingate in their own proper persons.

IN TESTIMONY WHEREOF, The parties to these articles of agreement have herunto set their hands and seals the day and year first above written.

Signed, sealed, and acknowledged before us:

John D. Bell
Residence: Boise, Idaho
Charles Paynton
Residence: Boise, Idaho
A. E. Cross
Residence: Oregon City, Ore
J. W. Spaulding
Residence: Regina, W. Va.

Ernest H. Hingate
U. S. Surveyor General,
For the District of Idaho.

Stephen D. Hingate
U. S. Deputy Surveyor.
Hezekiah H. Johnson
U. S. Deputy Surveyor.
Attes. M. Kirchem
U. S. Deputy Surveyor.

BOND.

Know all men by these presents, That we, Hezekiah B. Johnson
of Portland, Me. as principal, and Stephen D. Hingate
of Fidelity and Guaranty Company, a corporation
of Baltimore, Maryland
of _____,
of _____, as sureties, are held and firmly bound unto the United States of America in
the sum of Nine Thousand (\$9000⁰⁰) dollars, lawful money of the United States, for which payment, well and truly to be
made, we bind ourselves, our heirs, executors, and administrators, and each and every one of us and them, jointly and severally, firmly by
these presents.

Signed with our hands and sealed with our seals this 21st day of February 1905

The condition of the above obligation is such, That if the above-bounden {Hezekiah B. Johnson, Stephen D. Hingate
and Attess M. Kirchner} Deputy
Surveyors, shall well, truly, and faithfully, according to the laws of the United States, the printed Manual of Surveying Instructions, and
other surveying instructions issued, or which may hereafter be issued, by the Commissioner of the General Land Office, and to such special
instructions as they may receive from the Surveyor General in conformity therewith, make and execute the surveys which are required
of them to be made by the foregoing contract, and return the true field notes of the said surveys to the Surveyor General in the manner
and within the period named in the said contract, then this obligation to be void; otherwise it shall remain in full force and virtue.

Signed, sealed, and acknowledged before us:

Nepal Todd

Residence: Portland, Me.

M. Lively

Residence: Portland, Me.

ast
all
signatures

Hezekiah B. Johnson
Stephen D. Hingate
Attess M. Kirchner

Attach an adhesive seal after each signature and covering L. S.

AFFIDAVITS OF SURETIES.

OF _____
COUNTY OF _____ ss:

I, _____, one of the sureties of the official bond
of {Hezekiah B. Johnson, Stephen D. Hingate and
Attess M. Kirchner} as U. S. Deputy Surveyors, under joint Contract
No. 258, do depose and say, that I am more than twenty-one years old, and in all other respects legally competent to make and
enter into contracts; that I am not a bonded officer of the United States; that I am worth in unincumbered property, over and above my
debts, liabilities, and exemptions, under the laws of the State of _____,
_____ dollars and upward, as follows:

REAL ESTATE, valued at \$ _____, situate in _____
and consisting of * the fee simple in and to the following par-
cells of land:

PERSONAL ESTATE, valued at \$ _____, and consisting of † _____

Signature: _____

(Post-office address:) _____

Sworn to and subscribed before me this _____
day of _____, 190



* Here state whether city property, improved or unimproved, or improved farms or unimproved lands, and where situated.
† Here describe the nature of the property; whether bonds, stocks, merchandise, etc.

OF _____ }
COUNTY OF _____ } ss:

I, _____, one of the sureties of the official bond
of Hezekiah H. Johnson, Stephen D. Hingate
and Address No. Kitchener, as U. S. Deputy Surveyors, under joint Contract
No. 258, do depose and say, that I am more than twenty-one years old, and in all other respects legally competent to make and
enter into contracts; that I am not a bonded officer of the United States; that I am worth in unincumbered property, over and above my debts,
liabilities, and exemptions, under the laws of the State of _____,
_____ dollars and upward, as follows:

REAL ESTATE, valued at \$ _____, situate in _____
and consisting of * the fee simple in and to the following parcels of land:

PERSONAL ESTATE, valued at \$ _____, and consisting of † _____

Signature: _____

(Post-office address:) _____

Sworn to and subscribed before me this _____

day of _____, 190 _____



OF _____ }
COUNTY OF _____ } ss:

I, _____,
_____, do hereby certify that _____
who administered the above oath, was, at the time of doing so, a _____
in and for said _____, duly qualified to act as such, and that I believe his
signature, as above written, is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal
of _____

this _____ day of _____
one thousand nine hundred and _____

* Here state whether city property, improved or unimproved, or improved farms or unimproved lands, and where situated.
† Here describe the nature of the property; whether bonds, stocks, merchandise, etc.

CERTIFICATE

I, Ernest G. Engleson, hereby certify that in my opinion the sureties to the above bond are
sufficient, and I hereby approve the same.

Ernest G. Engleson
U. S. Surveyor General for Idaho

1. The names of the U. S. Surveyor General, Deputy Surveyor, sureties, and witnesses must be written in full, and the residence of witnesses written after their signatures.
2. A full description of the surveys embraced in the contract must be written in the blank space left for that purpose.
3. The date when the surveys can be commenced shall not be earlier than the commencement of the fiscal year for which the appropriation is made, except in cases where the appropriation is made immediately available.
4. The rates named in any contract must not exceed those fixed by law.
5. The signatures of the Surveyor General and of the Deputy Surveyor must each be witnessed by two persons.
6. All erasures, mutilations, and interlineations must be avoided.
7. The bond must be dated the day it is signed by all the parties thereto, and its execution must be subsequent to the execution of the contract.
8. The names of all the parties executing the bond, and of the witnesses thereto, must be written in full.
9. The affidavits of sureties must be made before some officer (preferably an officer of the United States) duly authorized to administer oaths and having a seal.
10. The sufficiency of sureties must be certified to by the U. S. Surveyor General.
11. The amount of the bond must be at least double the estimated amount that will be due to the Deputy Surveyor upon the completion of the contract made under the same.
12. The original and duplicate contracts and bonds will be forwarded to the General Land Office, and when approved the Commissioner will forward the original to the Auditor for the Interior Department, Treasury Department.