

brought by the following persons as plaintiffs to wit: One by Matthew Bolles et al, one by Lewis Bengiger, one by John C. Alwater, and one by J. M. Kinney, all of which causes were tried in said Circuit Court at the last term thereof, and in the cause in which said Bolles was plaintiff judgment was rendered for the plaintiff, but the cause was by the Court certified up to the Supreme Court of the United States for its decision as upon a division of opinion between the judges. And the other three causes involving the same principles as the first, were allowed to stand over in the Circuit Court upon motions for new trials to abide the determination of the first in the Supreme Court.

The said County by its Board of Commissioners employs the parties of Second part as attorneys and counsellors at law to sue out of the Supreme Court of the United States, a writ of error to review the judgment recovered by said Bolles and to prosecute the same to a reversal of said judgment if it can be done by reasonable and lawful efforts on their part and to do all things necessary and expedient to bring all of said causes to a favorable determination and to defeat said bonds, if they are not compromised.

And furthermore the parties of the second part agree to defend the county of Douglas against any other suits upon coupons of said bonds or any other litigation that may in the future arise in consequence of the former issuance of said St. Louis, Lawrence and Denver railroad bonds and to render to said commissioners their active assistance and advice in procuring any such settlement of said suits and in making any compromise to take up all of said bonds and coupons so issued as aforesaid, or any part of them as the Commissioners may deem best.

And in consideration of said employment and services to be rendered the party of the first part agrees to pay to the parties of the second part the sum of six hundred dollars on the first day of July next as a certain fee; and further to pay them ten per cent. upon the amount of all bonds and coupons which shall be defeated by reason of such litigation.

And the party of the first part further agrees to pay the party of the second part one per cent. of all amounts of said bonds and coupons which may be saved to the county of Douglas by means of any compromise which may be brought about with the holders of said bonds and coupons, and furthermore to pay the expense of printing an argument for the Supreme Court which shall not exceed fifty dollars.

The parties of the second part accept the above employment upon the terms above mentioned, and agree to fulfill on their part to the best of their ability. In Witness whereof the County Commissioners of said county have hereunto set their hands and caused to be affixed the seal of said county; and the party of the second part have set their hands hereto. This 28th day of January A.D.

1876

Attest J. B. Smith,

Co. Clerk.

Thos. Fochler, Chairman B. Co.
J. S. Clark }
John Dethier }
Nelson Cook }
W. H. Chaspin }
Nelson Shannan }