

Wednesday, October 15, 1913, continued.

Claim of Lothholz Lumber Co. for \$741.⁰⁰ for repairs on Kaw River bridge at Eudora was allowed as per contract of January 11, 1913, with the Commissioners of Leavenworth County as follows:—

(Copy.) Contract.

Articles of Agreement, Made this 11th day of January in the year of our Lord One Thousand Nine Hundred Thirteen, between Wm Lothholz, party of the first part and the Board of County Commissioners of Leavenworth County and Douglas County, State of Kansas, parties 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 build and construct for the said party of the second part --- Reflooring of Eudora Bridge across the Kaw River at Eudora Kansas according to plans and specifications, Leavenworth and Douglas Cos to bear $\frac{1}{2}$ of expenses each --- and have the same completed on or before the 1st day of April A.D. 1913.

Said re flooring to be completed in accordance with the plan and specification herunto attached, which are hereby made a part of this contract; and all work to be done under the direction of the Engineer appointed by the party of the second part.

Said party of the second part hereby agrees to pay the said party of the first part for reflooring said Bridge the sum of (\$1482.⁰⁰), when said reflooring has been completed and accepted by said second party, and for the performance of all and every article and agreement above mentioned, the said parties do hereby bind themselves each to the other, jointly by these presents.

It is also agreed, That no payments shall be made by the party of the second part on account of labor performed or material furnished under this contract, to any person or persons, until such reflooring has been completed to the satisfaction of the said party of the second part and accepted by it in writing.

It is further agreed by the parties hereto that in case of any controversy arising between the Engineer appointed by the party of the second part for the purpose of superintending said work and said first party either as to the reflooring of said bridge or the final acceptance thereof, that said ~~controversy~~ shall be submitted to the party of the second part and their decision upon any such question shall be final and conclusive.