

COUNTY SPLIT OVER MAY'S FORD BRIDGE

By J. B. King

Pulaski County, Missouri, in the early 1900's was a growing community. Like most young, growing communities, Pulaski County had a few "growth pains". The proposed bridge over the Gasconade River at Mays' Ford in 1913 produced such a large growth pain that the Missouri State Supreme Court was required to act.

The bridge began as an idea of the Richland Commercial Club in early 1913. The club's president, H. E. Warren, was prominent in promoting the bridge because he and others in the club felt the bridge over the Gasconade at May's Ford would help build the Richland area. The bridge, also would give Waynesville a direct road link to the railroad lines in Richland.

Under the direction of the Richland Commercial Club, residents of Richland and Liberty township collected \$1,000 and the necessary rights of way to build the May's Ford Bridge. On April 20, 1913, several members of the Richland Commercial Club - J. W. Armstrong, Dr. E. A. Oliver, A. J. McDonald, and C. H. Davis, met with the Crocker and Waynesville Commercial Clubs to discuss the bridge issue. At this meeting the

Richland Commercial Club failed to completely win over the other clubs. There was a spirited discussion as to the need for new bridges or new improved roads. The central question seemed to be what Pulaski County needed worst.

The bridge-road question went beyond mere discussion on May 7, 1913, when S. S. McMillan of Richland presented the Pulaski County Court with a petition containing 133 signatures. This solid block of taxpayers wanted the May's Ford Bridge to be built immediately. The county court agreed to discuss the bridge at its next meeting.

In 1913 the Pulaski County Court was a non-judicial body of elected officials whose duties then are the same as now: pay county bills, spend county money, and in general administrate the county. The county judges were Presiding Judge G. W. Berry, Eastern District Judge J. A. Bradford, and Western District Judge G. W. Payne.

With the county judges on record as ready to consider the bridge issue, the debate within Pulaski County continued. When the May 15th session of the county court convened, S.S. Mc-

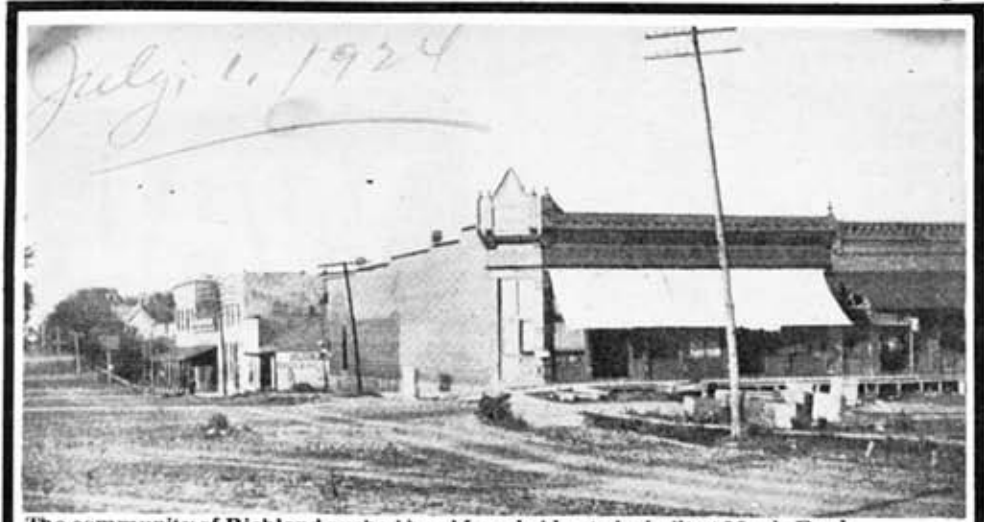
Millan again presented his petition, which now had 238 signatures of Pulaski County voters.

Following a discussion of the issues, Judges G. W. Berry and G. W. Payne voted in favor of the bridge construction and Judge J. A. Bradford voted against the project. The minutes of this meeting reveal that seven thousand dollars was appropriated for the bridge and Pulaski County Engineer E. G. Bryant was ordered to survey the bridge site and make a report back to the court.

Upon completion of his survey, Bryant reported to the court that the bridge span would be 119 feet. Cost of steel for the bridge was estimated at \$1,800, concrete at \$1,350, necessary lumber at \$405, and a total price tag of not over \$4,640 was estimated. Labor was not included in this estimate.

The county court approved Engineer Bryant's report and ordered him to advertise for bids on the bridge and to open the bids for construction by June 6th. A ten percent deposit was to be required with each bid.

The order for a June 6th date stirred political controversy within Pulaski County, as those who opposed the bridge reacted to



The community of Richland pushed hard for a bridge to be built at May's Ford.
(Photo supplied by Della Howlett)

the brisk manner in which the county court was moving. And so, the battle of the bridge began in earnest on June 3rd when Attorneys Frank M. Farris and G. M. Reed filed for an injunction on behalf of the anti-bridge forces.

The petition requested the Pulaski County Circuit Court to "enjoin and restrain" the members of the county court and Pulaski County Engineer Bryant from accepting bids or entering into a contract to build the May's Ford Bridge.

However, one problem had to be quickly resolved by Reed and Farris. Since the 19th Judicial Circuit was not in session, Judge L. B. Woodside was not in Waynesville to rule on their petition. The judge was in the process of leaving the area for a vacation. But he was contacted in Cuba, Missouri, by way of telegraph.

In reply to the message from Reed and Farris, Judge Woodside set a hearing for 9 A.M. on June 4th in Cuba. The attorneys made a fast trip to Cuba and the injunction hearing was held the following morning. At that hearing the anti-bridge group asked the judge for the injunction based on two questions of law. First, did the Pulaski County Court by law have the authority to contract for the building of a bridge? And second, in the face of such heavy opposition to the bridge, should the bridge be built at all? The pro-bridge group was not present at the hearing.

Judge Woodside ruled that the Pulaski County Court did not have the authority to build the bridge and granted the injunction. He prohibited the county court from proceeding with the bridge project without orders from his court. Judge Woodside, having thus tossed a bomb into the controversy, adjourned court and promptly boarded a train and began his vacation.

His action left the anti-bridge faction with the upper hand at this point in the bridge battle, but the pro-bridge group was ready to counterattack. On June 23rd, those favoring the bridge, spearheaded by S. S. McMillan, filed a petition with the Missouri State Supreme Court asking for a writ of

prohibition against Judge Woodside to prevent him from additional judicial proceedings concerning the bridge. But most importantly, the petition the pro-bridge group sought wanted the judge's temporary injunction against proceeding with construction of the bridge to be quashed.

Victory came on July 8th, when the State Supreme Court granted a writ of prohibition and now the pro-bridge group was ready to construct the bridge they so dearly wanted.

However, the Supreme Court ruling must have angered Judge Woodside, who apparently considered it a direct attack on his judicial reasoning. After all, the judge had begun his law practice in 1870 and was widely known in the counties of Dent, Texas, Phelps, and Pulaski. On August 1st, less than a month after the court's ruling, Judge Woodside filed an answer to the Supreme Court's decision. In it, he stated his injunction was within his legal responsibility and that he had offered to call a special session of the Circuit Court to try the case, if the principals in the case wanted a trial.

His argument was persuasive and the Supreme Court agreed that a special hearing was needed to help clarify the bridge issue. The court appointed Judge C. C. Bland of the Appeals Court to hold a public hearing and to report back to the Supreme Court before October 14th.

Judge C. C. Bland, a resident of Rolla, scheduled the hearing for September 19th in Waynesville. At the conclusion of this hearing, Judge Bland found all facts of law to be in favor of the county court and recommended to the Supreme Court that Judge Woodside's injunction against the bridge be quashed.

And so with the pro-bridge forces on top again, the anti-bridge people presented a notice of appeal to the Missouri Supreme Court for a hearing in the presence of the entire Supreme Court to settle the legal questions involved in the bridge issue once and for all.

That hearing was set for December 24th. By now,

both parties had prepared themselves for a crucial battle that promised to settle the issue one way or another. Attorneys for both sides were present at the hearing, including Judge Woodside.

Arguments were presented to the full court, which concluded that the Pulaski County Court did have the power to contract and build a bridge, if it deemed it necessary. However, the court did concede the anti-bridge group did have a legal right to appeal to Judge Woodside for the injunction he issued. "We think", the ruling went, "that Judge Woodside was possessed of jurisdiction to try the case made by the petition filed in the Circuit Court of Pulaski County and that the writ of prohibition against Judge Woodside's temporary injunction was improvidently granted by this court and said writ of prohibition is therefore quashed. All concur."

Victory, it would seem, at last for the pro-bridge group. The court's ruling opened the way for the county court to commence building the bridge at May's Ford early in 1914. The anti-bridge forces asked for a rehearing, but the Supreme Court denied the request on February 10, 1914. Yet, the records of the Pulaski County Court on January 2nd and February 5th of that year deferred any action on the bridge to a future date "when the matter is settled in the courts".

What happened? The pro-bridge forces won the battle in the courts and the path seemed clear toward construction of the controversial May's Ford Bridge. Still, the bridge never was built.

It's true that proponents of the bridge were winners in the judicial arena, but they may have been losers in the political arena. The two county judges supporting the bridge - G. W. Berry and G. W. Payne - were no longer on the County Court in January of 1914. The new, elected judges were G. H. Gan and B. E. Stiles, who may have been opponents of the bridge or may have felt the construction of the bridge was too controversial. No further record of the bridge can be found in the minutes on the Pulaski County Court since the February 5th remarks.

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