

Sketch # 43

Band 1  
a. a. Stevens

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BOND.

KNOW ALL MEN BY THESE PRESENTS, That A.A. Stevens, as Principal and Thomas W. Nelson and Stephen E. Shuren as sureties, are held and firmly bound unto L.L. Stewart, and to any person or persons who may show themselves to be aggrieved or injured by any breach of the contract described herein, in the sum of one thousand three hundred and twenty four dollars, lawful money of the United States, to be paid to the said L.L. Stewart, his heirs or assigns, and said persons aggrieved or injured, their heirs, executors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

Sealed with our seals, and dated this 30th day of April, 1906.

The condition of the above obligation is such that, whereas, the said A.A. Stevens on said date entered into a certain contract for the furnishing of materials and labor and the construction of certain portions of County Ditch No. 43 of Anoka County, with said L.L. Stewart, and as a part of said contract said Stevens was required to enter into a bond conditioned on the fulfillment of said contract, which said contract is hereto annexed, hereby referred to and made a part of this bond;

NOW WHEREFORE, if the said A.A. Stevens shall and does faithfully as they become due, pay all just claims for all work and labor performed and all skill and material furnished in the execution of said contract and save and hold said L.L. Stewart harmless from any cost, charge or expense that may accrue on account of the doing of the work specified in said contract and shall and does faithfully perform and fulfill his said contract and pay all damages which may accrue by reason of the failure to complete the said job and contract within the time and in the manner required in said

contract therefor, then the above obligation to be void, otherwise in full force and virtue; and in the case of failure to construct said work according to the terms of said contract, the bondsmen herein shall be liable for all damages resulting from such failure, whether the work be re-sold or not, and that any person showing himself injured by such failure may maintain an action upon this bond in his own name, and that actions herein shall be successive in favor of all persons so injured. And no change, extension, alteration or addition to the terms of said contract or specifications shall in anywise affect the obligation of the principal or sureties hereon.

Signed, sealed and delivered,

in presence of

*A. A. Stevens*  
*Albert R. Pratt*

*A. A. Stevens* (seal)  
*John G. McLean* (seal)  
*Stephen E. Swinn* (seal)

State of Minnesota,

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County of Anoka. On this 30th day of April, 1906, came personally before me A.A. Stevens, *Robert W. Swan* and *Cyprian B. Swinn* to me well known to be the persons described in and who executed the foregoing instrument, and they acknowledged that they executed the same as their free act and deed.

*Albert R. Pratt*  
Notary Public, Anoka Co., Minn.  
My commission expires Feb. 27, 1913.

State of Minnesota,

ss

County of Anoka. *Robert W. Swan* and *Cyprian B. Swinn* being first duly sworn doth say each for himself, that he is the same person as the surety above named, that he executed the foregoing instrument, that he is a resident freeholder in the County of Anoka, Minnesota, and is worth the sum specified in the foregoing bond above his debts and liabilities and exclusive of his property exempt from execution.

Subscribed and sworn to before me, this 30th day of April, 1906.

*Stephen E. Swinn*  
*John G. McLean*

Notary Public, Anoka Co., Minn.  
My commission expires Feb. 27, 1913.