

Contract filed in the
County Auditor's office
April 10, 1906.
Arthur A. Caswell
County Auditor.

State of Minnesota,)
County of Anoka) ss.

IN THE MATTER OF THE PETITION OF _____

J. O. Stromberg

and others for a public ditch, drain or water course in the County of
Anoka and State of Minnesota,

THIS AGREEMENT, Made this 6th day of April A.D. 1906,
by ~~and~~ between the County of Anoka and State of Minnesota, party
of the first part and O. F. Doyle
as Contractor,

WITNESSETH: That Whereas, the Board of County Commissioners
of the County of Anoka, State of Minnesota, did establish and
order to be constructed a certain ditch by their order, bearing date the
16th day of February, A.D. 1906, according to the report of the
Civil Engineer appointed to survey the same, made and filed herein,
which ditch has been designated and numbered by the County Auditor as
County Ditch No. 42;

AND WHEREAS, At a public sale of the jobs of digging and
constructing the entire work of said ditch in linear sections of one
hundred (100) feet each, each of which sections is marked and known, and
numbered by the stake set by said Engineer at the foot of each of said
sections, as shown by the report of said Engineer, commencing at the
one including the outlet, and thence in succession to the one including
the source, held on the 23rd day of March, 1906, the said
County Auditor, as aforesaid, did duly sell to said O. F. Doyle

He being the lowest responsible bidder
therefor, the job of digging and constructing the following sections
of said ditch, numbered as follows, from said outlet, to-wit:

Main Ditch, stations 0 to 131+60 inclusive;

Branch ditch, stations 0 to 20 inclusive; for the price of fifteen cents per yard; total number of yards 43,661.80 @ 15c = \$6549.27.

Now, in consideration of said premises, the said _____

O. F. Doyle _____ hereby contracts and agrees to dig and construct said shares and sections above described in the time and manner set forth in the report of said Engineer, upon which said Ditch is established and subject to the approval of said Engineer and of said County Auditor.

Said Contractor further agrees to pay, as they become due, all just claims for all work and labor performed and all skill and material furnished in the execution of this contract and to save the said first party harmless from all cost, charge or expense that may accrue on account of the doing of the work specified in this contract.

The Contractor further agrees that said Engineer shall have the right, with the consent of said County Auditor, to modify and change his plans and specifications as the work of the construction of said Ditch proceeds, as circumstances may require, providing that no change shall be made that will substantially impair the usefulness of said Ditch, or any part thereof, or substantially alter its original character or increase the total cost of the work more than two (2) per cent. of the original contract price for the construction thereof.

The said Contractor also agrees that time shall be of the essence of this contract, and that, if there shall be any failure to perform the work herein described, according to the terms of this contract, and within the time limit therein and according to the plans and specifications in the said Engineer's report, that he shall

that he shall forfeit and pay to said County of Anoka the sum of five dollars (\$5.00) for each day that said failure shall continue, and that no extension of the time within which to complete said work shall affect the right of said party of the first part to enforce such forfeiture.

The Contractor agrees that he will commence the work herein contracted to be done within 60 days from the date of this contract; that the rate of progress of his work shall be such as, in the opinion of the Engineer, is necessary for its completion within the time herein specified, and that he will so conduct the said work that on or before December 30, 1906 the whole work covered by this contract shall be entirely completed.

The Contractor is to use such methods and appliances for the performance of all the operations connected with the work embraced under this contract as will secure a satisfactory quality of work and a rate of progress which, in the opinion of the Engineer, will secure the completion of the work within the time herein specified. If, at any time before the commencement, or during the progress of the work, such methods or appliances appear to the Engineer to be inefficient or inappropriate for securing the quality of work required or the said rate of progress, or he may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order; but the failure of the Engineer to demand such increase of efficiency or improvement shall not relieve the Contractor from his obligation to secure the quality of work and the rate of progress established in these specifications.

Said Contractor further agrees that, if the work to be done under this contract shall be abandoned or if, at any time, the said Engineer shall be of the opinion, and shall so certify in writing to the

said Board of County Commissioners, that the said work is so unnecessarily and unreasonably delayed, or that the said Contractor is wilfully violating any of the terms, covenants and agreements of this contract, or is not executing this contract in good faith, or is not making such progress in the execution of said work as to indicate its completion within the time required, said Board shall have the power and right to notify said Contractor to discontinue all work, or any part thereof, under this contract, and upon such notification said Contractor shall discontinue said work, or such parts thereof as said Board may designate; and said Board shall thereupon have the power to employ by contract, or otherwise, and in such manner and at such prices as it may determine, any persons and obtain any animals, carts, wagons, appliances, implements, tools and other means of construction, which it may deem necessary to work at and be used to complete the work herein described, or such parts thereof as said Board may have designated; also to charge the expense of all said labor and materials of construction to said Contractor; and the expense so charged shall be deducted and paid by said Board out of such moneys as may be due or become due at any time thereafter, to said Contractor under this contract, or any part thereof. In case such expenses is less than the sum which would have been payable under this contract if the same had been completed by said Contractor, it is agreed that the said Contractor shall be entitled to receive the difference; and, in case such expense shall exceed the sum which should have been payable under this contract if the same had been completed by said Contractor, then said Contractor shall pay the amount of such excess to said party of the first part, on notice from said Board of the excess so due. It is further agreed that, neither an extension of time for any reason beyond that fixed herein for the completion of the work; nor the performance and the acceptance of any part of the work called for by this contract, shall be deemed to be a waiver by said party of the first part of the right to assume control of this contract for the

reasons and in the manner hereinbefore provided.

No daily forfeiture or other accumulative damages shall be claimed against said Contractor for the time between December first and March first.

In lieu of the exercise of the power hereinbefore given, in case of said Contractor's default, to employ workmen, purchase tools and materials and complete the work, said party of the first part reserves the right and option, instead thereof, to annul and cancel this contract and to relet the work, or any portion thereof, and said Contractor shall not be entitled to any claim for damages on account of such annulments, nor shall such annulment affect the right of said party of the first part to recover damages which may arise from such failure on the part of said Contractor to fulfill the terms of this contract. and, in case of such annulment, all moneys due said Contractor, or retained under the terms of this contract, shall be retained by said party of the first part, to be paid for the completion of the work in question; but such retaining of money shall, however, not release said Contractor, or his sureties, from the fulfillment of this contract, and said contractor and his sureties shall be credited with the amount of the moneys so forfeited toward any greater sum that they may become liable for to said party of the first part on account of the default of said Contractor, and any balance of such moneys remaining after the completion of the work shall be paid to said Contractor.

The Contractor shall be subject at all times to the Engineer in charge as to the mode of doing the work and to conform to all rules and general specifications hereto attached. He shall commence the work at such points as the Engineer in charge may direct and shall conform to his directions as to the order of time in which different parts of the work shall be done.

Said Contractor shall not transfer or assign this contract or relet any of said work without the written consent of the Engineer but shall constantly superintend said work in person and no subcontract

shall, under any circumstances, relieve the Contractor of his liabilities and obligations under this contract; should any subcontractor fail to perform the work undertaken by him in a satisfactory manner, and should this provision be violated, the party of the first part, may, at its option, end and terminate such subcontract, with such subcontractor.

It is distinctly understood and agreed that the quantities of work done are estimated and approximate and that the party of the first part reserves the right of having constructed only such kinds and quantities and according to such plans as the nature or economy of the work may, in the opinion of said Engineer, require; and any additional work called for by the Engineer shall be performed before the work will be accepted.

Said Contractor also agrees that said Engineer shall decide as to the meaning and intent of any portion of the foregoing specifications, or of the plans, where the same may be found obscure or in dispute; and said Engineer shall have the right to correct any errors or omissions therein, when such corrections are necessary to the proper fulfillment of the intention of said plans and specifications; the action of such correction to date from the time said Engineer gives due notice thereof. And it is also agreed by said Contractor that said Engineer may, at any time, make any changes in the location, form, dimensions, grades, alignments, the slopes of excavations, ^{and embankments} or lengths of the sections, the depths or widths of the ditches, or other work, and may make any variation in the quantity of the work to be done, and may entirely exclude any of the items of work relating to said quantities at any time, either before

the commencement of the work or during its progress without thereby altering or invalidating any of the rates of pay therein named, or this contract in any other respect; should such action diminish the amount of work that would otherwise be done, no claim shall be made for damages on the ground of loss of anticipated profits of work so dispensed with; and should such action result in extra cost to said Contractor, said Engineer shall certify to the Board of County Commissioners the amount to be allowed therefor, which he shall consider fair and equitable as between the parties, and his decision, when approved by said Board, shall be final and conclusive.

It is expressly agreed by the parties hereto that the price to be paid per cubic yard shall cover the risk of any such change that may operate to the disadvantage of said Contractor and he shall have the benefit of any alteration that may operate in his favor. Nor shall any claim be allowed for extra work unless the same shall be done in pursuance of a written order from the Engineer in charge, unless the Board of County Commissioners, at their discretion, shall direct the claim, or such part of it as they may deem just and equitable, to be allowed.

No charge shall be made by said Contractor for damages due to hinderences or delay on account of any legal difficulty, or failure of any other contractor to do his work, or for any other cause in the progress of any portion of the work in the contract; but it may entitle him to an extension of time allowed for the completion of this work sufficient to compensate for the detention, to be determined by the Engineer, provided he shall give the said Engineer in charge immediate notice in writing of such cause of detention. The Contractor agrees that he will sustain all damages arising from the action of the elements, the nature of the work to be done under the specifications, or from any unforeseen obstructions or encumbrances on the line of work which may be encountered in the prosecution of the same.

Upon suspension of work by the Contractor, all materials shall be piled up compactly, so as not to impede travel or cause damage and all surplus material and rubbish shall be removed.

If the said Contractor shall execute any part of said work defectively and if such imperfection shall not be of sufficient magnitude to require or is of such nature as to make undesirable, in the opinion of said Engineer, the reconstruction of such imperfect part, said Engineer will have the power and is hereby authorized to make such deduction as he may think just and reasonable from the stipulated price of said work.

Any unnecessary damage done or caused by said Contractor or by the laborers in his employ or by reason of any neglect to property in the vicinity of the work under this contract while excavating, shall be paid for by said Contractor; and, in case there should be any unsettled claim for such damages when the final acceptance is returned, said party of the first part may retain, out of the moneys due under such final acceptance, a sum equal to the amount of damages so claimed and the cost of settling the same, which said sum is to be retained until such claims are determined by legal process, or otherwise, when the amount so determined with the costs added thereto, shall be paid out of said retained moneys and the balance, if any, returned to said Contractor.

All directions and instructions given by Assistant engineers, inspectors or other persons appointed by the Engineer, during the constructions of the work called for by this contract, shall be fully and implicitly carried out.

Whenever the said Contractor shall have completed at least five hundred dollars (\$500.00) worth of work on a contract of more than ten hundred dollars ^(1000.) ~~(10,000.00)~~ he shall have the right to call

for an inspection of that part of the work and an acceptance of all that is completed according to specifications. Not more than one inspection a month shall be required. It is mutually agreed that the first inspection of all work shall be paid for at public expense, as provided by law; but that, if the work which the Engineer is called upon to inspect is not properly completed, the cost of each and every subsequent inspection called for by the Contractor, of the work not properly completed at the time of the first inspection, shall be paid by the Auditor to the Engineer, and the same amount shall be deducted from the amount due the Contractor on the job.

Fifty per cent. (50%) of the price stipulated in this contract is to be paid in cash on acceptance of the work by the Engineer. Said party of the first part shall retain fifty per cent. (50%) of each and every estimate made by said Engineer until the work of said Contractor on said Ditch No. 42 has been entirely finished to the entire satisfaction and acceptance of said Board of County Commissioners. This paragraph shall not prevent the Contractor from receiving any partial payments prescribed by law.

Said Contractor shall be paid in the manner above stated only for actual work done and materials furnished.

It is further mutually agreed, that whenever this contract, in the opinion of the Engineer, shall be completely performed on the part of the Contractor, said Engineer shall proceed with all reasonable diligence to measure up the work, and shall make out the final estimates for the same and shall certify the same. The party of the first part will then, excepting for the cause herein specified, pay to the Contractor the remainder which shall be found to be due, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of this contract; Provided, that nothing herein contained shall be construed to affect the right hereby reserved, to reject the

whole or any portion of aforesaid work, should the said certificate be found to be inconsistent with the terms of this agreement, or otherwise improperly given.

Said Contractor agrees to employ only competent, skillful workmen and shall dismiss any and every person who is disorderly, intemperate, quarrelsome, unfaithful or unskillful.

All work under this contract shall be done to the satisfaction of the Engineer, who shall in all cases determine the amount, quality, acceptability and fitness of the several amounts of work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to the measurement of quantities and the fulfillment of this contract on the part of the Contractor, and shall determine all questions respecting the true construction or meaning of the plans and specifications, and his determination and decision thereon shall be final and conclusive.

The Contractor is required, as far as possible, to so arrange his work and to so dispose of his materials as will not interfere with the work or storage of materials of other contractors engaged upon the work. He is also required to join his work to that of others in a proper manner and in accordance with the spirit of the plans and specifications and to perform his work in the proper sequence in relation to that of other contractors, and as may be directed by the Engineer.

When the work is completed, the surrounding grounds shall be cleared of all rubbish caused by construction, all sheds, etc, and left in a neat and presentable condition.

Defective work and material may be condemned by the Engineer at any time before the final acceptance of the work, and when such work has been condemned, it shall be immediately rebuilt in accordance with the plans and specifications. When defective material has been

condemned, it shall at once be removed from the line of the work, and stored as directed by the Engineer, or otherwise disposed of to his satisfaction. In case the Contractor shall neglect or refuse to remove or replace any rejected work or material after a written notice, within the time specified by the Engineer, such work or material shall be removed or replaced by the Engineer at the Contractor's expense. Failure or neglect on the part of the Engineer or any of his authorized agents to condemn or reject bad or inferior work or materials, shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor by the party of the first part; neither shall it be construed as barring the party of the first part, at any subsequent time, from recovery of damages or of such a sum of money as may be needed to build anew all portions of the work in which fraud was practiced or improper material hidden, whenever found.

Whenever the term "party of the first part" is used herein, it shall refer to the County of Anoka, Minnesota, represented by the Board of County Commissioners, County Auditor, and other agents in their proper and duly prescribed capacities.

Whenever the word "Engineer" is used herein, it shall be and is mutually understood to refer to Arthur E. Morgan and to his properly authorized agents, limited by the particular duties entrusted to them.

Whenever the word "Contractor" is used herein, it shall be and is mutually understood to refer to the party or parties contracting to perform the work to be done under this contract, or the legal representatives of such party or parties.

The location of survey stakes, the plat profile and Exhibit "2" of the Engineer's Report shall constitute essential parts of these specifications.

The location of ditches, as indicated by the survey stakes, and the dimensions and notes given in Exhibit "2" of Engineer's Report, shall be strictly adhered to by the Contractor whether working on his own land or the land of another; except that a Contractor work^{ing} on his own land may, if he chooses, scatter the dirt farther than the required distance from the ditch, and need not fill up old water courses which lie on his land. No work will be accepted where the Contractor leaves the line of the survey to follow an old ditch or water course.

The material taken from the ditch must be deposited not nearer than four (4) feet, nor farther than the width of the ditch at the top plus four feet (4 ft.), from the margin thereof. However, when there is a waterway, which the ditch is to displace, within thirty (30) feet of the margin thereof, except when otherwise specified, then the material taken from said ditch must be deposited in said water way.

The work on open ditches must be finished so that the margins shall be clear cut, the slope of the sides a straight line from the top of the ditch to the bottom and at an angle of forty-five degrees (45°) from the perpendicular, and the bottom of an even grade. Openings not less than four (4) feet wide and not more than four hundred (400) feet apart must be left through the waste banks on each side, so that the surface water may have free access to the ditch. If dredges are used on the job, the provisions of this paragraph shall apply to the extent of insuring such a job as the Engineer shall consider to be first-class dredge work.

Contractors shall be held responsible for the ditch retaining its full dimensions until it is accepted. If the construction is in ground liable to shrink or fill with sand or other material, the Contractor shall make such gross excavations that the grade line, width of bottom and slope of sides of the ditch after construction shall accord with the specifications. The County Commissioners may, at their discretion, allow additional compensation for extra work required by shrinkage, but they shall not be required to do so under this contract.

No inspection shall be required when the ditch is partly filled with ice.

The right is reserved by the party of the first part to change the form of the ditch, if the Engineer shall so decide, to accommodate any machine which it is desired to use on the job, provided no change is made which would lessen the efficiency of the ditch.

All work must be done with the least possible damage to the property effected and with the object of securing the greatest usefulness of the ditch.

All survey stakes must be preserved by placing them firmly in the ground to one side of the ditch, directly opposite their original locations.

Rock excavations will be paid for according to the estimate of quantity made by the Engineer, at ten (10) times the rate paid for removing the earth where the rock occurs; provided that no rock is estimated which is left covered with earth or otherwise inaccessible and that no rocks will be paid for except those containing one-tenth (1/10) or more cubic yards. No excavation will be classified as rock except granite, trap, or rock of similar character.

The object of these specifications is to secure work which will fully accomplish the purpose for which the ditch is intended, with the least possible damage to the property affected, and they shall be so construed. It shall not be counted a fault if the ditch is made larger than the requirements of the specifications, and the Contractor shall not be liable for damages for making the ditch too large unless the Engineer shall have given him specific notice in writing concerning some particular part of the ditch that he shall limit the same to the dimensions named in the specifications.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals the day and year first above written.

SIGNED AND SEALED
in presence of:

W. S. White *East to Doyle*

A. J. Dyer

W. F. Doyle

(B O N D .)

KNOW ALL MEN BY THESE PRESENTS, That Atis F. Doyle
of St. Cloud, Minn. as principal, & The Bankers Surety
Company, of Cleveland Ohio as surety in the State of Minnesota
are held and firmly bound unto the County of Anoka, State of
Minnesota, 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 sixty six thousand dollars (\$6600), lawful
money of the United States of America, to be paid to the said County of
Anoka, State of Minnesota, its successors or assigns, and said
persons aggrieved or injured, their heirs, executors, or assigns or
administrators, for which payment, well and truly to be made, we bind
ourselves, our heirs, executors and administrators firmly by these
presents.

Sealed with our seal and dated this 18 day of May, 1906

The condition of the above obligation is such that, whereas,
at a public sale of the jobs of digging and constructing that certain
ditch designated and numbered as County Ditch No. 42 held on the
_____ day of _____, A.D. 1906, certain sections thereof
numbered _____

State of Ohio, }
County of Cuyahoga, } ss.

Before me, a Notary Public in and for said County and State, personally appeared.....
Chas. R. Miller,....., to me known and to me known as the 2nd V President of THE BANKERS
SURETY COMPANY, a corporation, which executed the foregoing instrument, and P. W. Harvey
to me known and to me known to be the.....Secretary thereof, who severally acknowledged that they did execute
the foregoing instrument on behalf of the said corporation for the uses and purposes therein expressed and that the
same is their free act and deed as such 2nd V President and.....Secretary and the free act and deed of the said
corporation, and who, being each duly sworn, upon their oaths did say at the time of the execution of said instrument, the
said Chas. R. Miller.....was the 2nd V President of said Company, and the said.....
P. W. Harvey.....was the.....Secretary thereof; that they knew the corporate seal of said
Company; that the seal thereto attached is such corporate seal; that they affixed the same thereto by authority of the
Board of Directors of said THE BANKERS SURETY COMPANY, them thereunto duly given; that they subscribed
the name of said company thereto by like authority, and that they subscribed their names thereto as such 2nd V
President and.....Secretary by like authority.

Chas. R. Miller
P. W. Harvey

Sworn to, acknowledged and subscribed before me this 18th day of May,

A. D. 1906.

E. H. Fishman
Notary Public.

E. H. Fishman / SEAL /
ATTEST P. W. Harvey / SEAL /
Secretary

(B O N D .)

KNOW ALL MEN BY THESE PRESENTS, That Atis F. Doyle
of St. Cloud, Minn. as principal, & The Bankers Surety
Company, of Cleveland Ohio as sureties in State of Minn. under
the laws thereof, as surety
are held and firmly bound unto the County of Anoka, State of
Minnesota, 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 fifty-six thousand dollars (\$56,000), lawful
money of the United States of America, to be paid to the said County of
Anoka, State of Minnesota, its successors or assigns, and said
persons aggrieved or injured, their heirs, executors, or assigns or
administrators, for which payment, well and truly to be made, we bind
ourselves, our heirs, executors and administrators firmly by these
presents.

Sealed with our seal and dated this 18 day of May, 1906
The condition of the above obligation is such that, whereas,
at a public sale of the jobs of digging and constructing that certain
ditch designated and numbered as County Ditch No. 42 held on the
 day of , A.D. 190 , certain sections thereof
numbered

were duly sold to the said Atis F. Doyle and the said Atis F. Doyle
has made a contract with the said County of Anoka, State
of Minnesota, bearing date the 6th day of April, 1906, to construct
the same;

NOW, THEREFORE, If the said Atis F. Doyle
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 the said ~~second~~ first party
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 case of failure to construct said work according to
the terms of said contract, the bondsmen hereon shall be liable for all
damages resulting from such failure, whether the work be resold 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, ^{or specifications}
extension, alteration or addition to the terms of said contract, shall in
any wise affect the obligation of the principals or sureties hereon.

SIGNED, SEALED AND DELIVERED
in presence of:

R. B. Jones
E. H. Fishman (as to Surety)

Atis F. Doyle / SEAL. /
THE BANKERS SURETY COMPANY, / SEAL. /
MAX W. V. [Signature] / SEAL. /
President
[Signature] / SEAL. /
ATTEST [Signature] / SEAL. /
Secretary

STATE OF MINNESOTA,)
COUNTY OF Stearns) ss.

Otis F. Doyle

_____ came personally before me, on this 24th day of May, A.D. 1906, to me well known to be the person who executed the foregoing bond, and each acknowledged that he executed the same as his free act and deed.

Arthur E. Morgan
Notary Public,

Minnesota
Notary Public, Stearns County, Minn.
My commission expires Dec. 14, 1907

STATE OF MINNESOTA,)
COUNTY OF _____) ss.

_____, being first duly sworn doth say, each for himself that he is the same person as the surety above named, and he executed the foregoing instrument, and that he is a resident freeholder, in the County of _____, State of Minnesota, and worth the sum of _____ dollars (\$_____), above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me, this _____ day of _____, A.D. 1906.

Notary Public,
Minnesota.

I, Arthur E. Morgan, the Civil Engineer, appointed by the Board of County Commissioners to survey the ditch mentioned in the foregoing and attached Contract and Bond, do certify that the said Contract and the Bid therein mentioned is in compliance with the plans and specifications of such ditch and I do hereby approve the same.
Dated this 26 day of May, A.D. 1906.

Arthur E. Morgan
Civil Engineer.

STATE OF MINNESOTA

DEPARTMENT OF INSURANCE

St. Paul, Minn., April 21st, 1906

I, The undersigned Insurance Commissioner of the State of Minnesota, do hereby certify that The Bankers Surety Company of Cleveland, Ohio is a corporation organized under the laws of the State of Ohio, and is authorized under its charter to guarantee fidelity of persons holding places of public or private trust; to guarantee the performance of contracts other than insurance policies, and to execute and guarantee bonds and undertakings required or permitted in actions and proceedings at law. That it appears to my satisfaction, from sufficient evidence on file in my office of Commissioner of Insurance of said State of Minnesota, that said corporation, The Bankers Surety Company of Cleveland, Ohio has furnished the same security which is required by law and the regulations of my department of life insurance companies, under the provisions of Section 355 to 358 inclusive, of Chapter 34, General Laws of the State of Minnesota, of One Thousand Eight Hundred and seventy-eight (1878)

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Thomas D. O'Brien
Insurance Commissioner

(SEAL)

STATE OF MINNESOTA:

:ss

County of Ramsey:

J. J. Callahan

being duly sworn on oath

says: that he resides in the City of St. Paul said County and State: that he is the Manager of The Bankers Surety Company of Cleveland, Ohio; that he has read and compared the attached copy of certificate of authority of said The Bankers Surety Company from the Insurance Department of the State of Minnesota authorizing said The Bankers Surety Company to transact business in the said State of Minnesota with the original certificate issued on the 21st day of April, A. D. 1906 by Thomas D. O'Brien Insurance Commissioner, and that the same is a true and correct copy of said original certificate.

J. J. Callahan

Subscribed and sworn to before me this 27th day of April

A. D. 1906.

J. J. Longman
Notary Public, Ramsey County, Minn
My commission expires Jan 29 1907.