



Copies

Filed this 28th day  
of October 1910  
Wm. D. [unclear]  
County Auditor.



Know all men by these presents, That we, L.L. Stewart, of the Town of Oak Grove, County of Anoka, and State of Minnesota, as principal, and Tobias G. McLean, Martin V. Bean and Frank Hart, of the County and State aforesaid, as sureties, are held and firmly bound unto the County of Anoka in the State of Minnesota, in the penal sum of Twelve Hundred Dollars (\$1200.00) Good and lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. In testimony whereof, We have hereunto set our hands and seals this twenty eighth day of October, A.D. 1910.

The conditions of this bond are such, That whereas, the above bounden L.L. Stewart heretofore entered into a written contract with the said County of Anoka, by the Board of County Commissioners thereof, for the construction and completion of County Ditch No. 43 of said Anoka County, in accordance with certain plans, specifications and reports, which said contract, plans, specifications and reports are on file in the office of the County Auditor of said County, and are hereby referred to:

And whereas, the engineer appointed to supervise the construction of said County Ditch No. 43 has duly certified to the County Board of said County that said Ditch is completed according to said contract, and said County Board has this day accepted said report and said County is about to pay over to the person entitled thereto, the balance of the contract price for said work remaining unpaid:

And whereas, the said L.L. Stewart, as the original contractor on said Ditch, claims such balance from such County of Anoka:

And whereas, one A.A. Stevens, claiming to be a sub-contractor on a portion of such work, under said L.L. Stewart, and claiming certain assignments of payments thereunder, and claiming to have performed certain work as such sub-contractor, on the construction of a portion of such work, has made demand upon said County Board for the payment of such balance to him, the said A.A. Stevens:

and claims that such balance is due him, the said A.A. Stevens from said County, in place of to said L.L. Stewart, and has notified said County Board of his said claim, and has threatened to commence action against said County of Anoka to recover the same:

And whereas, said L.L. Stewart has demanded the payment of such balance to him, the said L.L. Stewart, and the said County Board is unable to determine to whom such balance should be paid, by reason of the diverse claims aforesaid;

And whereas, said County of Anoka is about to pay over to said L.L. Stewart, the balance remaining due upon such contract, at his demand and upon the consideration of this bond;

Now therefore, if the said L.L. Stewart shall and will faithfully and fully hold the said County of Anoka harmless from any suit or action or other proceedings commenced or prosecuted by said A.A. Stevens or any person in his interest, or arising out of said sub-contract or said work performed or done by said A.A. Stevens, or by any assignee of said A.A. Stevens, against the said County of Anoka, or the Board of County Commissioners thereof, or the officers thereof, and shall pay all the costs and expenses thereof, including attorney's fees, and any and all judgment recovered therein, against the said County, or said Board, or said officers, and shall, upon request made, duly defend said action or actions, to the end that said County, said Board and said officers shall be fully protected and held harmless and free from any and all liability whatever, arising from any such actions, or from said sub-contract or assignment, then these presents to be null and void, otherwise to remain of full force and effect.

In presence of

Wm. B. Blanchard

A. E. Feherty

L. L. Stewart (seal)

John R. McLean (seal)

M. V. Bean (seal)

Frank McHart (seal)

State of Minnesota, ss  
County of Anoka.

On this 28<sup>o</sup>th day of October, 1910, personally appeared before me L.L. Stewart, Tobias G. Mc Lean, Martin V. Bean and Frank Hart, to me personally known to be the same persons described in and who executed the foregoing instrument, and they acknowledged that they executed the same as their free act and deed.

Will A. Blanchard

Notary Public, Anoka Co., Minn.

My commission expires **Apr. 27th, 1916.**

State of Minnesota, ss  
County of Anoka.

Tobias G. Mc Lean, Martin V. Bean and Frank Hart, being each first duly sworn, on his oath says, each for himself, that he is one of the sureties named in and who executed the foregoing bond; that he is a resident and freeholder of and in the County of Anoka in the State of Minnesota, and is worth the sum of twelve hundred dollars, specified in the foregoing bond, over and above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me,

this 28th day of October, A.D. 1910.

Will A. Blanchard

Notary Public, Anoka Co., Minn.

My commission expires Apr. 17th, 1916.

Tobias G. Mc Lean

M. V. Bean

Frank Hart