

Lion  
Bonding & Surety  
Co.



Omaha

7812

ISSUED TO

Seeley H. Adams

OF

Long Prairie, Minnesota.

*Pls to form  
legality.*

*Wm a. Mandel  
Co-atty.*

*Filed 12/29/18  
Adams H. Adams  
Co-Attys  
to C. C. P. P. Adams*

LION BONDING & SURETY CO.

(INCORPORATED)

OMAHA

STATE OF MINNESOTA,

County of Anoka

ss.

In the Matter of the Petition of Ben Swanson and Others for a public ditch in the County of Anoka State of Minnesota.

This Agreement, Made this 21st day of November, 1917,

by and between S. H. Adams of Long Prairie, Minnesota, party of the first part, and the County of Anoka, State of Minnesota, party of the second part,

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 county ditch by its order bearing date the 30th day of October, A. D. 1917, according to the report of the Civil Engineer appointed to survey the same, made and filed herein, and according to the report of the viewers appointed herein, made and filed herein, which ditch has been designated and numbered as County Ditch No. 59

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 are marked and known, and numbered by the stake or monument 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 21st day of November, A. D. 1917, the said County Auditor, the Chairman of the County Board and the Clerk of the District Court of said County, did duly sell to said

S. H. Adams he being the lowest and best responsible bidder therefor, the job of digging and constructing certain sections of said ditch, numbered as follows, from said outlet, to-wit: all of said ditch except main ditch and branch No. 4, including culverts, concrete work, clearing and grubbing,

and of leveling and constructing miles of roadway at Dollars (\$ ) per mile

17,618.87

Now in consideration of the said premises, and the sum of \_\_\_\_\_

Seventeen Thousand, Six Hundred Eighteen and 87/100 DOLLARS

to be paid to S. H. Adams as provided by law, the said \_\_\_\_\_

S. H. Adams

hereby contracts and agrees to dig and construct the portion of Ditch No. 59

above described in the time and manner set forth in the report of said Engineer, upon which said ditch is established and according to the plans, specifications and conditions therefor on file in the office of the \_\_\_\_\_

County Auditor

of said county, which plans and specifications are hereby made a part hereof, and subject to the approval of said Engineer and of said County Auditor \_\_\_\_\_

Said party of the first part further agrees to pay as they become due, all just claims for all work and labor performed and all tools, machinery, skill and material furnished in the execution of this contract and to complete said contract according to its terms and to save the second party harmless from all costs, charges or expense that may accrue on account of the doing of the work specified in this contract, and to comply with the laws appertaining thereto.

The party of the first part further agrees that the said work shall be done under the supervision of said Engineer and that the said Engineer shall have the right, with the consent of the County Board, to modify and change his reports, plans and specifications as the work of construction of such ditch proceeds, and as circumstances may require, provided no change shall be made that will substantially impair the usefulness of the said ditch or any part thereof, or substantially alter its original character or increase the total cost of the work more than ten per centum of the total original contract price for the construction thereof, which added cost shall be paid by the party of the second part to the party of the first part at the cost fixed for like work in this contract.

The party of the first part further agrees to complete said work not later than December 25, 1910,

The party of the first part further 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 limited therein originally or by extension and according to the plans and specifications contained in said Engineer's report, he shall forfeit and pay to said County the sum of Five DOLLARS, for each day that such 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 second part to enforce such forfeiture, if any, as shall occur after the time originally limited and before such extension or accruing after the limit of the extension \_\_\_\_\_

**In Testimony Whereof,** The parties hereto have executed this contract the day and year first above written.

Signed in the presence of

E. M. Berg  
Edna Johnson

*Handwritten notes:*  
as to  
P. H. Adams  
as to  
second

S. H. Adams  
Wm. R. Cornwall  
Trustee of  
Anoka County, Minnesota  
Ly. Camie O. P. [Signature]  
County Auditor.  
W. H. Bradley  
Chairman of County Board.  
Clerk of District Court.

*second*

[BOND]

Know All Men by These Presents, That Seeley H. Adams

as principal

and the LION BONDING & SURETY COMPANY of Omaha, Nebraska,

as surety are jointly and severally held and firmly bound unto the County of Anoka

State of Minnesota, for the use of said County and of all persons who may show themselves to be aggrieved or injured, by any breach of the contract described herein, in the sum of

Thirteen-Thousand-two-hundred-fifteen ----- DOLLARS,

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 so aggrieved or injured, their heirs, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

Sealed with our seals and dated the 21st day of November, A. D. 1917

The condition of the above obligation is such that, whereas at a public sale of the jobs of digging and constructing that certain public ditch designated and numbered as County Ditch No. 59 held on the 21st day of November, A. D. 1917, the job of digging and constructing certain sections thereof numbered all of said ditch except the main ditch and Branch No. 4, including culverts, concrete work, clearing and grubbing

and of leveling and constructing miles of roadway at \$ per mile

were duly sold to the said Principal and the said Principal has made a contract with the said County of Anoka, State of Minnesota, bearing date the 21st day of November, A. D. 1917, to construct the same:

Now, Therefore, If the said Seeley H. Adams

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 party harmless from all costs, charges or expense that may accrue on account of the doing of the work specified in said contract and shall and does faithfully perform and complete said contract, and pay all damages, penalties and forfeitures 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, and shall comply with the laws appertaining thereto, then the above obligation to be void, otherwise to remain in full force and effect; and in case of failure to perform said work in the manner and within the time required by 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 hereon 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 principals or sureties hereon.

Signed, Sealed and Delivered in the presence of

*E. M. Berg*  
*Ed Johnson*  
*James B. Hellicor*  
*R. Lillian Herber*  
} as to Seeley H. Adams

*Seeley H. Adams* [SEAL]  
[SEAL]  
LION BONDING & SURETY COMPANY [SEAL]  
By *John L. Love* [SEAL]  
Attorney in Fact.

State of Minnesota,

County of Todd } ss.

Sealey H. Adams came personally before me, on this 10th

day of December, A. D. 1917 to me well known to be the persons described in and who executed the foregoing bond and each acknowledged that he executed the same as his free act and deed.

My Commission Expires 1919 Auditor Todd

State of Minnesota,

County of } ss.

State of Minnesota )  
County of Hennepin ) ss.

Be it known, that on this 21st day of November, A. D. 1917 before me appeared John S. Steves to me personally known, who being by me sworn, did say that he is the Agent and Attorney-in-fact, of the LION BONDING & SURETY CO., the corporation whose name is affixed to the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and the said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said John S. Steves acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Hennepin County, Minn.

My Commission Expires July 19, 1922

County, Minn.

My commission expires

19

I, F. J. Annaborg, the Civil Engineer, appointed by the County Board 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 22nd day of November 1917  
Approved as to form and execution.  
F. J. Annaborg  
Civil Engineer

County Attorney.

DRAINAGE BLANK.

IN THE MATTER OF THE PETITION OF

Ben Swanson  
AND OTHERS

For Constructing

County Ditch No. 59

Contract and Contractor's Bond  
OF

Sealey H. Adams

of Long Prairie, Minn.

The within Bond and the sureties therein are hereby approved this

day of 19

County Auditor.

W. H. Bradley  
Chairman of County Board.

Clerk of District Court.

Filed 19

County Auditor.