

State of Minnesota,
County of Cook

County of

} ss.

and Henry respectively } W. R. Emery and C. H. Luck & Partners
of W. R. Emery, Inc., a copartner }
kame personally before me, on this 29th

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 and as
the free and voluntary act and deed of W. R. Emery, Inc., a copartner
Charles W. Callahan

My Commission Expires Nov. 18th 1921

C. K. Notary Public,
County of Minnesota

STATE OF MINNESOTA,)
(ss
County of Hennepin)

On this 11th day of December, 1917 before me, a Notary Public, within and for said County and State, personally appeared

Oscar C. Stracker, to me personally known, who being duly sworn, upon oath did say that he is the Agent and Attorney-in-fact of and for NEW AMSTERDAM CASUALTY COMPANY, a corporation, of New York City, created, organized and existing under and by virtue of the laws of the State of New York: that the Corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said

Oscar C. Stracker did acknowledge that he executed the said instrument as the free act and deed of said Company.

Harold Clemons

Notary Public, Hennepin Co., Minn.

My commission expires Nov. 29th, 1923.

I, J. J. Linnethorpe, 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.

County Attorney.

J. J. Linnethorpe
Civil Engineer.

DRAINAGE BLANK.

IN THE MATTER OF THE PETITION OF

Ben Swanson

AND OTHERS

For Constructing

Creek Ditch No. 59

Contract and Contractor's Bond

OF

W. R. Emery, Inc.

The within Bond and the sureties therein are hereby approved this 31st

day of December, 1917

Wm. R. Emery
W. R. Emery, Inc.
County Auditor.

Chairman of County Board

Clerk of District Court.

Filed _____, 19____

County Auditor.

ORIGINAL

State of Minnesota,

} ss.

County of Anoka

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 W. R. Ewing, Inc., of Chicago, Illinois, 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

W. R. Ewing, Inc., 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 main ditch, containing 61,495 cu. yds. of excavation, and one 18 x 30 ft. creosote timber bridge, and Branch No. 4, consisting of 33,204 cu. yds. of excavation and one creosote timber bridge 18 x 20 ft.

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

Now in consideration of the said premises, and the sum of _____

Sixteen Thousand, Seven Hundred Six and 95/100 DOLLARS

to be paid to W. R. Ewing, Inc., as provided by law, the said _____

W. R. Ewing, Inc.,

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, 19 18

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 _____

Attest

B. H. Lucht *Secy.*
written.

Signed in the presence of

Anne Goodrich

Ethel M. Blewett

W R Ewing Inc
by W R Ewing Pres

Anoka County, Minnesota

Arthur H. Rowell

County Auditor.

W H Bradley

Chairman of County Board.

Clerk of District Court.

OPEN OR SPECIFIC
POWER OF ATTORNEY

New Amsterdam Casualty Company

59 JOHN STREET
NEW YORK, N. Y.

EXECUTIVE
OFFICES

7 ST. PAUL ST.
BALTIMORE, MD.

Know all Men by these Presents:

That the NEW AMSTERDAM CASUALTY COMPANY
by **E.F. Dobson** its Vice-President, and **C.P. Brackett, Jr.**
its Assistant Secretary, in pursuance of a certain resolution duly passed by the Board of Directors of said
Company at a meeting of that body held on the 11th day of October, 1916, a copy of which is hereto attached, does
hereby nominate, constitute and appoint **Oscar C. Strecker, F.S. Head, and Louis A.
Root, or each of them separately**
its true and law agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as
surety, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OR
SURETYSHIP IN THE STATE OF MINNESOTA.

And such bonds or undertakings when executed by **Oscar C. Strecker, F.S. Head and Louis A.
Root**
the foregoing agent and attorney -in-fact, and countersigned by

and the corporate seal affixed, shall be as binding upon said Company, as fully and amply, to all intents and pur-
poses, as if they had been duly executed and acknowledged by the regularly elected officers of the Company, at
the office of the Company, in New York City, New York, in their own proper persons.

IN WITNESS WHEREOF, the said **E.F. Dobson** Vice-President
and **C.P. Brackett, Jr.** Assistant Secretary, have hereunto subscribed their names and
affixed the Corporate seal of the said NEW AMSTERDAM CASUALTY COMPANY, this **12th**
day of **May** A. D., 191**7**

Attest:

C.P. Brackett, Jr. Assistant Secretary. E.F. Dobson Vice President.

At a meeting of the Board of Directors of the NEW AMSTERDAM CASUALTY COMPANY, held at its office in the
City of New York, State of New York, on the 11th day of October, 1916, the following resolution was unanimously adopted, to wit:—

"WHEREAS, it frequently becomes necessary for a representative of the Company to execute a bond on behalf of the Com-
pany, which, for lack of time or some other cause, it is impossible to have executed by the regularly elected officers of the Company;

THEREFORE BE IT RESOLVED, that the President, or any Vice-President, by and with the concurrence of the
Secretary or Assistant Secretary, is hereby authorized to empower any representative of the Company to execute, on behalf of the
Company, any bond which the Company might execute through its duly elected officers."

I **C.P. Brackett, Jr.** Assistant Secretary of the NEW AMSTERDAM CASUALTY COMPANY,
hereby certify that the foregoing is a true copy taken from the records of Proceedings of the Board of Directors of the NEW
AMSTERDAM CASUALTY COMPANY, and is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the Corporate
Seal of the NEW AMSTERDAM CASUALTY COMPANY, this **12th** day of **May** A. D., 191**7**

C.P. Brackett, Jr. Assistant Secretary.

City OF Baltimore

STATE OF Maryland } SS.

On this **12th** day of **May** A. D., 191**7**, before the subscriber, a Notary Public
of the State of **Maryland**, in and for the City of **Baltimore**, duly commissioned and qualified, came
E.F. Dobson Vice-President, and **C.P. Brackett, Jr.**
Assistant Secretary, of the NEW AMSTERDAM CASUALTY COMPANY, to me personally known to be the individuals and
officers described in, and who executed the preceding instrument, and they each acknowledged the execution of the same, and being
by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid,
that they know the seal of said corporation, that the seal affixed to the preceding instrument is such corporate seal and their signa-
tures as such officers were duly affixed and subscribed and subscribed to said instrument by the authority and direction of the said
Company, that each is familiar with the handwriting of the other, and that the signatures subscribed to the foregoing instrument
are genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of **Baltimore**
the day and year first above written.

Charles C. Dues Notary Public.

My commission expires **May 4th, 1918**

OK, as to form &
legality,
Will of Mendenhall
Co. - city.