

United Surety Company



AMOUNT, \$ 31230.00

PREMIUM, \$ _____

PERSONAL ACCIDENT HEALTH
PLATE GLASS

Home Office : Baltimore, Md.

1 KNOW ALL MEN BY THESE PRESENTS, that JANON FISHER AND ANTONIO
 2 T. CAROZZA, TRADING AS FISHER & CAROZZA, of BALTIMORE CITY,
 3 MARYLAND ----- of -----

4 (hereinafter called the PRINCIPALS), and the UNITED SURETY COMPANY, a corporation under
 5 and by virtue of the laws of the State of Maryland, having an office and usual place of business at
 6 Baltimore City, State of Maryland (hereinafter called the SURETY), are held and firmly bound unto
 7 COUNTY COMMISSIONERS of CAROLINE COUNTY, MARYLAND, AND COUNTY
 8 COMMISSIONERS OF TALBOT COUNTY, Md. (hereinafter called the OBLIGEE), in the sum of
 9 THIRTY ONE THOUSAND TWO HUNDRED AND THIRTY----- Dollars,

10 for the payment of which said sum of money the said PRINCIPALS bind themselves, their heirs, execu-
 11 tors, administrators, successors and assigns, and the said SURETY binds itself, its successors and
 12 assigns, jointly and severally, firmly by these presents.

13 WHEREAS, said PRINCIPALS have entered into a written contract, with said OBLIGEE, dated the
 14 TWELFTH day of NOVEMBER 1909, for improving a
 15 portion of the public highway leading from Easton to Tanyard,
 16 upon or along the Dover Bridge road, it being the road and
 17 bridge as laid down in State Highway Contract, No. 164.

18 _____
 19 _____
 20 _____
 21 _____
 22 _____
 23 _____

24 according to the terms and conditions of said contract, a copy of which contract is made part hereof.

25 NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the said
 26 PRINCIPALS shall faithfully perform said contract according to the terms, covenants and conditions
 27 thereof (except as hereinafter provided), then this obligation shall be void; otherwise to remain in
 28 full force and effect.

29 THIS BOND IS EXECUTED BY THE SURETY UPON THE FOLLOWING EXPRESS
30 CONDITIONS, which shall be conditions precedent to the right of the OBLIGEE to recover here-
31 under:

32 The OBLIGEE shall keep, do and perform each and every, all and singular, the matters and things
33 set forth and specified in said contract, to be by the OBLIGEE kept, done and performed exclusively at
34 the times and in the manner as in said contract specified.

35 The said SURETY shall be notified in writing of any act on the part of said PRINCIPALS or their
36 agents or employees which may involve a loss for which the said SURETY is responsible hereunder, im-
37 mediately after the occurrence of such act shall have come to the knowledge of said OBLIGEE or to
38 any representative duly authorized by him to oversee the performance of said contract; and a
39 registered letter mailed to the President of said SURETY at its office in Baltimore City, Md., shall be
40 the notice required within the meaning of this bond.

41 If the said PRINCIPALS shall voluntarily abandon said contract, or be lawfully compelled by the
42 OBLIGEE to cease operations thereunder by reason of their non-performance of any of its terms or
43 conditions, then the SURETY shall have the right, in its option, to assume the said contract and to
44 sublet or complete the same, and if said contract shall be assumed by the SURETY, then as such con-
45 tract is duly performed any reserve, deferred payments and all other moneys provided by said con-
46 tract to be paid to the PRINCIPALS shall be paid to the SURETY at the same time and under the same
47 conditions as by the terms thereof, such moneys would have been paid to the PRINCIPALS had the con-
48 tract been duly performed by them. And if said OBLIGEE shall complete or relet the said contract,
49 then any forfeitures provided in said contract against the PRINCIPALS shall not be operative as against
50 the SURETY, but all reserves, deferred payments and all other moneys provided in said contract which
51 would have been paid to the PRINCIPALS had they completed the contract in accordance with the
52 terms, shall be credited upon any claim the said OBLIGEE may make upon said SURETY.

53 The SURETY shall not be liable under this bond to any one except the OBLIGEE, but it is agreed
54 that the OBLIGEE in estimating his damage, may include the claims of mechanics and material men,
55 arising out of the performance of the contract, and paid by him only when the same, by the Statutes
56 of the State where the contract is to be performed, are valid liens against his property.

57 The said OBLIGEE shall retain the last payment and reserve due said PRINCIPALS until the com-
58 plete performance by said PRINCIPALS of all the terms, covenants and conditions of the contract on
59 said PRINCIPALS' part to be performed and until the expiration of the time within which liens or
60 notices of liens may be filed, by reason of anything done in or towards the performance of said con-
61 tract, and until the cancellation and discharge of such liens, if any, and said SURETY shall be notified
62 in writing before said last payment shall be made or said reserve paid.

63 The SURETY shall not be liable for any damage resulting from an act of God, or from mob, riot,
64 civil commotion or a public enemy, or from so-called strikes or labor difficulties, or from fire, light-
65 ning, tornado or cyclone, and the SURETY shall not be liable for the re-construction or repair of any
66 work or materials damaged or destroyed by said causes or any of them, and the said SURETY must be
67 notified in writing and its written consent secured to any change or alterations made in the original
68 plans or specifications by the said OBLIGEE.

69 This bond does not cover any provisions of the contract or specifications respecting guarantees

70 of efficiency or wearing qualities or for maintenance or repairs, nor does it obligate the SURETY to
71 furnish any other bond covering such provisions of the contract or specifications.

72 That if the OBLIGEE shall at any time hold concurrently with this bond or represent to the
73 SURETY in any statement or declaration to it, that, said OBLIGEE does or will at any time hold con-
74 currently with this bond any other bond or guarantee of security received in connection with the
75 contract covered by the above bond, the OBLIGEE shall be entitled, in the event of loss as herein-
76 before stated, to claim hereunder only such proportion of the loss as the amount covered by this bond
77 bears to the whole amount of the security carried, or so stated to be carried, covering the contract
78 covered by the above bond, whether the OBLIGEE shall be able to reimburse himself from such other
79 bonds or guarantee so carried or stated to be carried or not, or whether the same has been allowed to
80 lapse or not.

81 That any suits at law or proceedings in equity brought on this bond to recover any claim here-
82 under must be instituted within six months after the first breach of said contract.

83 The said SURETY shall not be liable for an amount in excess of the penalty of this bond.
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89 IN TESTIMONY WHEREOF, the said PRINCIPALS have hereunto set their hands and seals,
90 and the said SURETY has caused this instrumen of writing to be signed by its duly authorized officers,
91 and its corporate seal to be hereunto affixed this 12th day of November 1909

WITNESS:
James L. Cook

John L. Lutz [SEAL.]

By John L. Lutz [SEAL.]

UNITED SURETY COMPANY.

By Henry G. Penman
President.

ATTEST: Robert A. Woodruff
Secretary.

RECEIVED
NOV 30 1909

No.

United Surety
Company,
OF MARYLAND.

Contract Bond

\$ 3/230 00

ON BEHALF OF

Fisher & Carozza

TO

Commissioners of
Haltol and Caroline Counties

Dated November 12-1909

Expires

1910

Mr. L. W. Trail,
Easton, Maryland.

My dear Sir:-

We are submitting the proposition herein contained for your consideration, this offer being by way of compromise, and being made as such so that the same may not be used or considered in any legal proceeding whatsoever or in any arbitration.

We make the following offer:

Three Hundred and Fifty Dollars

1. Caroline and Talbot Counties will pay to you, in full settlement for all claims arising against them or either of them and made by you on account of the excavation, grading &c. in your field at or near Dover Bridge, and also in regard to the cut or grade of the County road in front of your property, this to cover the stipulated sum of Two Hundred Dollars and interest in a certain contract dated the _____ day of January, 1910, and signed by the County Commissioners for Talbot County; and ^{is} also for ^{payment in full for} any and all damages or claims under said contract or arising against the said ^{Counties} ~~companies~~ ~~or otherwise~~ because of any alleged trespass or wrong doing on the part of them or either of them ~~above mentioned.~~ ^{under said contract or otherwise}

2. If you are not willing to accept the above sum we suggest that the matter be referred to arbitration.

Yours very truly,

President Board County Commissioners for
Caroline County.

President Board County Commissioners for
Talbot County.

THIS AGREEMENT, Made this 11th day of November, in the year Nineteen Hundred and Fourteen, by Louis W. Trail, party of the first part, and the County Commissioners for Caroline County and the County Commissioners for Talbot County, parties of the second part.

WHEREAS a dispute has arisen between the party of the first part and the parties of the second part in regard to the performance of the terms and conditions of a certain contract made in January, 1910, wherein it was agreed that certain earth might be removed from the lands of the said Louis W. Trail on the Choptank River and Dover Bridge, and that certain grading should be done by the parties of the second part, and that a certain sum of money should be paid unto the said Louis W. Trail by the parties of the second part, and that the road bed in front of and along the outbuildings of Louis W. Trail and between the said buildings and the road gate should not be graded more than three feet below it's level at the time the said contract was made.

WHEREAS, it is the desire of the parties hereto, for the purpose of avoiding the expense, publicity and delay of legal proceedings they have agreed to submit the matter in dispute to arbitration; and

WHEREAS, it has been agreed that the party of the first part shall select one good and discreet person, and the parties of the second part shall select one good and discreet person, and they shall have the right to select a third person, in the event of disagreement between them as to the matters to be arbitrated.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that the said party of the first part has nominated and appointed, and by these presents does nominate and appoint George H. Trax

and the parties of the second part have nominated and appointed, and by these presents do nominate and appoint J. Frank Lednum the said persons being two discreet and indifferent persons, to be arbitrators between the parties hereto, to whom the parties hereto,

by these presents, do refer the consideration of said differences, to hear and determine the same, their determination, in the event they shall agree, to be final and conclusive, and in the event of disagreement, with power and authority to elect a third person. The determination of a majority of said three persons so selected to be final and conclusive upon the parties hereto as to the differences between them. The arbitration herein provided for to be made within two weeks from the date hereof.

IN TESTIMONY WHEREOF, the said Louis W. Trail has set his hand and seal the day and year first above written, and the County Commissioners for said Counties have caused their respective seals to be affixed hereto, and the Presidents of the respective Boards of County Commissioners have set their hands hereto, the day and year first above written.

Test:

W. H. Anderson *clk*

L. W. Trail

(SEAL)

Quinn C. Gary
President Board County Commissioners
for Caroline County.

Joseph B. Langston
Clara

John F. Lumb
President Board County Commissioners
for Talbot County.