

To the State of Minnesota,
State Highway Department of the State of Minnesota, and
Royal Indemnity Company:

You are hereby notified that J. F. Cramer and Dudley Warner, co-partners doing business as Cramer Construction Company, hold a contract for the graveling of a certain State Highway known as No. 8, Federal Aid Project Nos. 836-837. That they sublet the contract for the graveling of said road on the 20th day of September, 1922 to James O'Conner and Cecil Hunt.

That said James O'Conner and Cecil Hunt assigned seventy per cent of the gross earnings under their subcontract to Edward F. Berkner on the same day, and on the same day the said Cramer Construction Company accepted said assignment; that thereafter the said Edward F. Berkner assigned the aforesaid seventy per cent of the gross earnings of said subcontractors O'Conner and Hunt to the Bankers National Bank of Minneapolis, Minnesota. That said subcontract provided that the said contractors, Cramer Construction Company would pay for all sand and gravel put upon said highway at the rate of eighteen cents per yard-mile on the first of each and every month after said contract was begun.

That on the first day of November, 1922, said O'Conner and Hunt had delivered upon said highway 32434.34/100 yard-miles, amounting to \$5838.18. That under said assignment seventy per cent of said amount or the sum of \$4086.73 became due on the first day of November, 1922. That thereafter the said O'Conner and Hunt continued to deliver gravel upon said road when weather permitted up to November 23rd, 1922, then they were notified by the said Cramer Construction Company that their contract was terminated, and that they should remove their trucks from said highway, and that they would not be paid for any gravel delivered after said date. That the said O'Conner and Hunt between the

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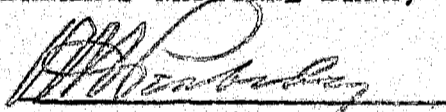
first day of November, 1922 and the 23rd day of November, 1922, both dates inclusive, delivered upon said project 3563 yard-miles of gravel amounting to \$641.35. That seventy per cent of said amount to wit: \$448.94 became due on the first day of December, 1922 as per said contract. That demand has been made upon said Cramer Construction Company for the said \$4086.73 due November 1st, 1922 and the said sum of \$448.94 due December 1st, but that said Cramer Construction Company has utterly failed and neglected and refused to pay any of said amounts.

YOU WILL PLEASE TAKE NOTICE that suit has been brought by the assignee, The Bankers National Bank of Minneapolis, Minnesota, against the Cramer Construction Company to recover said amount of \$4535.67 with interest on \$4086.73 from November 1st, 1922, and with interest on \$448.94 from December 1st, 1922, together with the costs and disbursements of the action.

THE BANKERS NATIONAL BANK,

Dated December ^{5th} 1922.

By



Attorney.

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