

HENRY N. BENSON  
ATTORNEY GENERAL  
JAMES E. MARKHAM  
CHARLES E. PHILLIPS  
DEPUTY ATTORNEYS GENERAL

State of Minnesota  
Legal Department  
St. Paul

WILLIAM H. GURNEE  
CHESTER S. WILSON  
JOHN F. BONNER  
HARRY J. ACTON  
WILLIAM K. MONTAGUE  
HARRISON B. SHERWOOD  
ASSISTANT ATTORNEYS GENERAL

CORRESPONDENCE SHOULD BE  
ADDRESSED TO THE ATTORNEY GENERAL

January 8, 1932.

Saint Paul Fire and Marine Insurance Company,  
Saint Paul, Minnesota. **COPY**

Gentlemen:

We are now calling your attention to a contract between the state and the Hweeney Detective Bureau, Incorporated, bearing date January 6, 1932, in which it is provided that the bureau is to call at the office of the secretary of state (motor vehicle department) at nine-thirty in the morning of each banking day from January 9 to May 1, 1932, both dates inclusive, with an armored car accompanied by guards, and will receive and escort from the cashier's office of the motor vehicle department to its van, and transport therein from the Capitol Building to the First National Bank or to the Empire National Bank, both in St. Paul, the messenger employed by the secretary of state to take to and deposit in that bank the money and other cash items received in payment of motor vehicle taxes, and while the messenger and the moneys and other cash items are in possession of the messenger while being so escorted and transported will guarantee the safe conduct of the messenger and the moneys and other cash items in his possession, and will make good to the state any loss it may sustain through its failure to keep this condition, not, however, to exceed one hundred thousand dollars in any instance.

The agreement provides that the responsibility of the bureau for the safeguard of the funds in the possession of the messenger shall commence when the messenger of the secretary of state leaves the cashier's office under the protection of the

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Saint Paul Fire and Marine Insurance Company -2-

guards supplied by the bureau, and shall terminate when the messenger arrives with his deposit at the teller's window in the bank.

By the terms of the agreement it is further provided that the bureau assigns to the state to the extent of loss sustained a certain policy of insurance, A947403, issued by you, dated June 16, 1931, in the amount of \$100,000, insuring the bureau against all risks from loss of property while in its possession or under its protection for the purpose of transportation and delivery, and thereby the bureau extends to and confers upon the state a right of action upon the policy above described to the extent of any loss which it may sustain for which the bureau is liable under the terms of its agreement with the state.

The attorney general will thank you to acknowledge receipt of this communication, which is intended as notice to you of the facts herein recited.

Awaiting your advices, I remain

Yours very truly,

JAMES E. MARKHAM

Deputy Attorney General

JEM/S

AGREEMENT OF SERVICE

Between Security Detective Bureau, Incorporated, herein called the Bureau, and the State of Minnesota, herein called the state.

The Bureau, in consideration of a monthly charge for the service, will call at the office of the secretary of state in the State Capitol Building, at St. Paul, at nine-thirty in the morning of each banking day during the time this agreement is in effect, with an armored car accompanied by guards, and will receive and escort from the cashier's office of the motor vehicle department to its said van, and transport therein from the Capitol Building to the First National Bank or to the Empire National Bank both in St. Paul, the messenger employed by the secretary of state to take to and deposit in that bank the money and other cash items received in payment of motor vehicle taxes, and while this messenger and the moneys and other cash items are in the possession of the messenger while being so escorted and transported will guarantee safe conduct of the messenger and the moneys and other cash items in his possession, and will make good to the state any loss it may sustain through its failure to keep this condition, with the understanding, however, that the obligation of the Bureau to make good such loss shall not exceed one hundred thousand dollars in any instance.

The responsibility of the Bureau for the safeguarding of the funds in the possession of the messenger shall commence when the messenger of the secretary of state leaves the cashier's office under the protection of the guards supplied by the Bureau, and shall terminate when the messenger arrives with his deposit at the teller's window in the bank.

The Bureau assigned to the state to the extent of loss sustained a certain policy of insurance, ... fire and marine insurance ... the amount of one hundred thousand dollars, insuring the bureau against all risks from loss of property while in its possession or under its protection for the purpose of transportation and delivery, and extend to and include upon the state a right of subrogation upon the said policy to the extent of any loss which it may sustain for which the bureau is liable under the terms of this agreement.

For the service and insurance stated herein the state will pay to the bureau forty-five dollars per month for the period from January 9 to May 1, 1932, both days inclusive, in the usual course of state payments and for each extra trip more than one each business day at the rate of \$1.50 per trip.

Dated January 6, 1932.

EMERGENCY DETECTIVE BUREAU, INCORPORATED

By

*Geo. J. Kucunow*  
President

*Michael J. Shanney*  
Treasurer

FOR THE STATE

*January 8 1932*

RECORDED AS TO DATE

INDEXED

*John M. ...*  
By

THE STATE OF MINNESOTA

By

*Wm. ...*  
Secretary of State

*Saint Paul*

**FIRE AND MARINE  
INSURANCE COMPANY**

INCORPORATED 1865

**SAINT PAUL, MINNESOTA**

STOCK COMPANY

No. A.....917403...

Agency at... Home Office ..... Old No. A - 946660 .....

Sum Insured, \$ 100,000.00                      Rate.....1.00.....                      Premium, \$1,000.00.....

In Consideration of the Stipulations herein named

and of... One Thousand and No/100 - - - - - Dollars Premium,

Does Insure Sweeney Detective Bureau, Inc. .... of ... St. Paul, Minnesota.....

for the term of... one year ..... from the..... 16th ..... day of..... June ..... , 19 31, at noon,

standard time at place of issuance to the..... 16th ..... day of..... June ..... , 19 32, at noon,  
against direct loss or damage as hereinafter provided to an amount not exceeding—

..... One Hundred Thousand and No/100 - - - - - DOLLARS  
to the property described in the attached schedule.

Home Office Series

On Gold, Silver and Platinum; Coin and Paper Money, including Bank Notes, signed or unsigned; Street Car Tokens, Jewelry and Precious Stones; Postage and Revenue Stamps; Postal, Express and other Money Orders; Bonds, Coupons, Stock Certificates and other Securities; Certificates of Deposit, Checks, Drafts, Notes, Bills of Lading, Warehouse Receipts and all other Commercial Papers and other Documents and Papers of value (all hereinafter referred to collectively as "Property") and on the Liability of the Assured with respect thereto.

It is agreed that the Assured's liability to customers with respect to Bank Deposits is for the face value of the various items making up the totals of such Bank Deposits.

The Insurance is against all risks while the property is in the custody of the assured while in transit within the United States and Canada.

Liability hereunder is limited to \$100,000.00 in any one place at any one time.

In case of loss, such loss is to be paid within fifteen days after proof of loss upon assignment to this Company of the property with respect to which the loss is payable, and in case of loss or misfortune it shall be lawful and necessary to and for the assured to sue, labor and travel for, in and about the defense, safeguard and the recovery of the property, without prejudice to this insurance and at the expense of this Company.

Every claim paid hereunder shall reduce the amount of this insurance in the amount so paid, but the amount of such loss or losses is immediately reinstated and the insurance made in force to the full amount of this policy taking effect immediately on the occurrence of such loss or losses. The assured hereby agrees to pay the Company an additional premium on the amount or amounts so reinstated from the time the loss occurred until the expiration of this contract, same to be computed pro rata at the rate at which this policy is written.

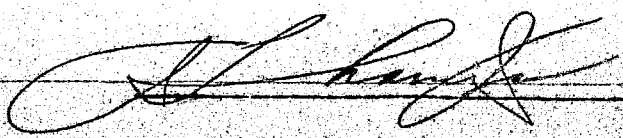
This policy may be cancelled prior to expiration by either party giving the other ten days' written notice of intent to cancel. In the event of cancellation a ratable proportion of the premium for the unexpired term of the policy to be returned to the assured.

All other terms and conditions of the policy not in conflict herewith remaining unchanged.

Attached to and forming part of Policy No. A-947403 of the Home Office Agency of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, St. Paul, Minnesota.

Marine Department.

Dated June 16, 1931.

A handwritten signature in dark ink, appearing to be "J. H. [unclear]", written over a horizontal line.



SWEENEY DETECTIVE BUREAU, INC.

**ENDORSEMENT**

In consideration of a return premium of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), it is hereby understood and agreed that the premium for the below mentioned policy is reduced to \$900.00.

All other terms and conditions of the Policy not in conflict herewith remaining unchanged.

Attached to and forming part of Policy No. A. 247403 of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, St. Paul, Minn.

Marine Department.

issued at its Minneapolis, Minnesota Agency.

Dated June 16th 1931. Agent.

~~It is understood and agreed that this policy does not cover loss or damage to the property insured occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any government or public authority.~~

If the assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void, and all claims thereunder shall be forfeited.

~~This policy shall be reduced by the amount of any claim paid hereunder unless the amounts so paid shall be reinstated by the payment of pro rata additional premiums.~~

All adjusted claims shall be due and payable <sup>fifteen</sup> ~~thirty~~ days after presentation and acceptance of proofs of interest and loss at the office of the Company.

No suit or action for the recovery of any claims arising under this policy shall be maintained in any court unless such suit or action shall have been commenced within one year from the time cause of action accrues; provided, however, that if by the laws of the state within which this policy is issued such limitation is invalid, then any such claim shall be void unless action is commenced within the shortest limit of time permitted by the laws of such state to be fixed herein.

This policy shall be cancelled at any time at the request of the Assured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rate premium for the expired term. This policy may be cancelled at any time by this Company by giving to the Assured five (5) days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired term, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium, if not tendered, will be refunded on demand. Notice of cancellation mailed to the address of the Assured stated in this policy shall be a sufficient notice. Where a special provision for cancellation and notice of such cancellation is required by statutory enactment in the State where this policy is issued, the conditions of this Cancellation Clause are amended to conform thereto.

In the event of loss immediate notice, with full particulars must be given or mailed by the assured to the Home Office of the Company at St. Paul, Minnesota, or to the agent countersigning this policy. Failure to file proof of loss within sixty days from the date of loss invalidates claim.

Warranted not to cover the interest of any alien enemies.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive any provision or condition of this Policy except such as by the terms of this Policy may be the subject of agreement endorsed hereon or added hereto; and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the insured unless so written or attached.

PROVISIONS REQUIRED BY LAW TO BE STATED IN THIS POLICY—"This policy is issued under and in pursuance of the laws of the State of Minnesota relating to Guaranty Surplus and Special Reserve funds." Chapter 437, General Laws of 1909.

IN WITNESS WHEREOF, this company has executed and attested these presents; but this Policy shall not be valid until countersigned by a duly authorized Agent of the Company at.....Minneapolis, Minnesota.....

*J. M. Howen*  
Secretary

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*R. B. Bignelow*  
President

Countersigned at.....Minneapolis, Minnesota.....this.....20th.....day of.....May.....1931.....

*J. H. [Signature]*  
Agent.

MARSH & McLENNAN  
INCORPORATED