

HENRY N. BENSON  
ATTORNEY GENERAL  
JAMES E. MARKHAM  
DEPUTY ATTORNEY GENERAL

CORRESPONDENCE SHOULD BE  
ADDRESSED TO THE ATTORNEY GENERAL

State of Minnesota  
Legal Department  
St. Paul

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

December 29, 1930.

COPY

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

Gentlemen:

The attorney general directs me to call your attention to a contract between the state and the Sweeney Detective Bureau, Incorporated, under date of December 23, 1930, 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 10 to April 9, 1930, 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

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Saint Paul Fire and Marine Insurance Company -2-

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 of 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, <sup>474-7464</sup> A945928, issued by you, dated June 16, 1929, <sup>21</sup> 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

MEMORANDUM OF AGREEMENT

Between Sweeney 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 armoured 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 assigns to the state to the extent of loss sustained a certain policy of insurance, A946,660, Saint Paul Fire and Marine Insurance Company, dated June 16, 1930, in 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 extends to and confers upon the state a right of action 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 10 to April 9, 1931, 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 December 23, 1930.

*Geo. B. MacBride*  
(CORPORATE SEAL)

SWEENEY DETECTIVE BUREAU, INCORPORATED

By *Geo. F. Kinnon*  
President

*Sadie Fahey*

*M. F. Sweeney* Treasurer

THE STATE OF MINNESOTA

By

*W. H. ...*  
Secretary of State

St. Paul, Minn.

July 7 1930

Approved as to form and execution.

*James M. ...*  
Attorney General

*Saint Paul*

**FIRE AND MARINE**

**INSURANCE COMPANY**

INCORPORATED 1865

**SAINT PAUL, MINNESOTA**  
STOCK COMPANY

No. A 946660

Agency at Home Office ..... Old No. A 945928

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, 1930, at noon,

standard time at place of issuance to the 16th day of June, 1931, 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.

This 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.

The amount stated in the policy is the limit of the Insurance Company's liability for any one loss; but in case of successive losses during the term of the policy the Insurance Company is liable for each and all of them, up to the amount of the policy for each loss.

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-946660 of the Home Office Agency of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, St. Paul, Minn.

MARINE DEPARTMENT

Dated: June 16, 1930

*W. J. McLeenan*  
MARSH & McLENNAN  
INCORPORATED

