

Receiving No. 11966

SURETYSHIP BOND

WE, BILL B. HOFFINE, as Principal and the AMERICAN SURETY COMPANY OF NEW YORK, as Surety, bind ourselves to pay Board of Social Welfare, Douglas County, Kansas as Oblige, such pecuniary loss, not exceeding Seven Thousand and No/100 (\$7,000.00) Dollars, as the latter shall have sustained of money or other personal property, by any act or acts of Larceny, Theft, Embezzlement, Forgery, Misappropriation, Wrongful Abstraction, Willful Misapplication or any other act of Fraud or Dishonesty on the part of the Principal, directly or through connivance with others, while holding the position of Stamp Office Manager for Surplus Marketing Administration in the service of the Oblige, this suretyship to begin May 19th 1941 and to end, (a) with the date of the discovery by the Oblige either of loss hereunder or of dishonesty on the part of the Principal, or (b) with the date of the retirement of the Principal from his said position, or (c) with the date of the termination of the suretyship by the Surety or the Oblige in the manner hereinafter set forth in clause 7.

PROVIDED, HOWEVER:

1. That loss be discovered during the continuance of this suretyship or within fifteen months immediately following the termination thereof, and that notice of such loss be delivered to the Surety at its home office in the City of New York within ten days after such discovery.

2. That claim, if any, be submitted by the Oblige in writing, showing the items and the dates of the losses, and be delivered to the Surety at its home office within three months after such discovery, and that the Surety shall have two months after claim has been presented in which to verify same by appropriate investigation. In the meantime no suit, action or proceeding shall be brought against the Surety by the Oblige, nor after the expiration of twelve months after the delivery of such statement of claim. If such limit of twelve months be prohibited under the law of the place governing the construction hereof, then the limit shall be the shortest period permitted by such law. In any suit, action or proceeding the Principal shall, if with reasonable diligence he can be found within the jurisdiction, be made a party to the suit and served with process therein.

3. That in no event shall the liability of the Surety for any one or more defaults of the Principal during any one or more years of this suretyship exceed the amount herein specified.

4. That the Surety shall not be liable hereunder for any default the proceeds of which shall have been applied to the payment to the Oblige of a pre-existing debt.

5. That in the event that the loss exceeds the amount of this suretyship, the Oblige and the Surety shall share with each other pro rata in any net recovery, except recovery upon or from other suretyship for the Principal, in the proportion that the amount of the payment under this suretyship bears to the total shortage.

6. That the amount of this suretyship may, on written application of the Oblige, be increased or decreased by the Surety without impairing the continuity thereof, provided, however, that where the suretyship is decreased the discovery period mentioned in this bond, as to the cancelled portion of the suretyship by reason of any decrease, shall become effective as of the date of such decrease.

7. That this suretyship may be terminated by the Surety upon thirty days' notice to the Oblige, or by the Oblige upon notice in writing to the Surety specifying the date of termination. Thereupon the Surety shall refund the unearned premium if no claim has been paid hereunder.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this 19th day of May 1941

Arthur S Peck
Witness

Bill B. Hoffine
Principal

AMERICAN SURETY COMPANY OF NEW YORK,
By A. F. Lafrentz
President.

Attest:

D. Bondy
Resident Assistant Secretary at Kansas City, Mo.
Bond No. 617756-K

APPROVED
MAY 21 1941
County Commissioners
of Douglas Co., Kans.

Countersigned
By Arthur S Peck
Resident Agent

Recorded May 24, 1941 at 8:15 A. M.

Harold A. Peck Register of Deeds.
