

the words, "or such duly certified bank check," so that said section when so amended shall read as follows: Section 2. All proposals for such work shall be sealed and directed to such board of public works and shall be accompanied at the time of such bid or proposal with a sum of money or a duly certified bank check payable to the order of such board of public works equal to at least fifteen per centum of the amount of the engineer's estimate of the cost of such work as the board of public works, in such advertisement, may direct under an agreement that such sum of money or such duly certified bank check shall be returned to such bidder in case the contract for the work bid for is not awarded to such bidder or which sum of money or duly certified bank check shall also be returned to such bidder in case such bidder will execute the contract for such work pursuant to his bid, and accompany such contract with good and sufficient bond with satisfactory sureties in case the contract is awarded to such bidder, and also that in case the contract is so awarded and he shall fail to execute a bond with satisfactory sureties, to perform the work specified for the price named in his bid within a reasonable time after such contract is prepared and ready for check shall become the property of said city as fixed and liquidated damages for such default and shall be paid by said board to the city treasurer of such city. All bids unless fulfilling the requirements of this act shall be rejected.

SECTION 2. This act shall take effect and be in force, from and after its passage and publication.

Approved May 2, 1901.

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No. 422, A.]

[Published May 6, 1901.

## CHAPTER 267.

AN ACT to amend section 3726 of the statutes of 1898, relating to judgments against garnishees in justices' courts.

*The people of the state of Wisconsin represented in senate and assembly do enact as follows:*

**Appeal by defendant; stay of proceedings.** SECTION 1. Subdivision 2 of section 3726 of the statutes of 1898 is hereby

amended by adding thereto the words following, to-wit: "But whenever an appeal shall be taken by a defendant from a judgment given against him and in favor of the plaintiff in the principal suit, and execution on such judgment shall be stayed by the filing with the proper justice of an undertaking for that purpose, approved as required by law, all proceedings in any garnishee proceeding in aid of such principal suit and upon any order or judgment, which may have been given or made in such garnishee proceeding, shall be thereby also stayed until the final determination of such principal suit or such appeal; further proceedings in such garnishee action may be had upon filing a certified copy of the judgment in the original action with the justice of the peace before whom the same is pending and three days' notice to the opposite parties;" so that said sub-division 2 of said section 3726 when so amended shall be as follows: Sub-division 2. If the value of the property in the possession of the garnishee, as found by the justice or jury, shall exceed the amount of the judgment for damages and costs against the principal defendant, then for the amount of the judgment for damages and costs against the principal defendant, with the costs of suit in the action in which he is garnishee, not exceeding the value as found by the justice or jury. The plaintiff at his election, instead of taking judgment as aforesaid for the value as so found against the garnishee, may enforce the delivery of the property found in his hands by proceedings as for a contempt in case of the garnishee's refusal to deliver the property found in his possession pursuant to the order of the justice requiring such delivery. An appeal may be taken from any order of the justice directing the delivery of the property in the garnishee's possession the same as if from a judgment. Proceedings under said order may be stayed during the pendency of the appeal by the execution by the defendant of an undertaking, with one or more sureties, to be approved by the justice, to the effect that if the order appealed from shall be affirmed or the appeal dismissed, the appellant will pay to the plaintiff the value of the property mentioned in said order, with interest, and the costs of the plaintiff on the appeal or, that, in either such event, he will deliver such property to the plaintiff and pay interest on the value thereof and such costs; but whenever an appeal shall be taken by a defendant from a judgment given against him and in favor of the plaintiff in the principal suit, and execution on such judgment shall be stayed by the filing with the proper justice of an undertaking for that purpose, approved as required by law, all proceedings in any garnishee proceeding in aid of such principal suit and upon any order or judgment which may have been

given or made in such garnishee proceeding, shall be thereby also stayed until the final determination of such principal suit or such appeal; further proceedings in such garnishee action may be had upon filing a certified copy of the judgment in the original action with the justice of the peace before whom the same is pending and three days notice to the opposite party.

SECTION 2. This act shall take effect and be in force, from and after its passage and publication.

Approved May 2, 1901.

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No. 413, A.]

[Published May 6, 1901.

## CHAPTER 268.

AN ACT requiring all promissory notes and other evidences of indebtedness, given as part consideration for a patent right, to express upon their face the consideration for which given.

*The people of the state of Wisconsin represented in senate and assembly do enact as follows:*

**Words to be printed on face of note.** SECTION 1. All promissory notes and other evidences of indebtedness, taken or given for any lightning rod, patent, patent right or interest in patent right, shall have written or printed thereon the words, "The consideration for this note is the sale of a lightning rod, patent, patent right, or interest in the same, as the case may be."

**Penalty for taking note without statement required.** SECTION 2. Any person who shall sell a lightning rod, patent, patent right or any interest in a lightning rod, patent or patent right, who shall take a promissory note or other evidence of indebtedness for the whole or any part of the consideration of any lightning rod, patent, patent right or interest in a patent right, and which shall fail to state the consideration for said note as above provided, or in words of similar import, shall be liable to a penalty equal to the face value of said note so taken.

**Notes taken for patent, etc., non-negotiable; innocent holder of.** SECTION 3. All notes taken as a part of the consideration for any lightning rod, patent, patent right or interest in the same, which shall express upon their face the consideration for which