

St. Paul, Minnesota

October 3, 1921.

The contract between the State and the Greenduck Company of Chicago, Illinois, for the manufacture and delivery of 1921 motor vehicle number plates has this day been adjusted in full as to unpaid balances as per statement hereunto attached.

In final and full settlement of this contract the State has this day delivered to a representative of the Greenduck Company its voucher No. 290439 in the amount of ~~\$2984.00~~^{\$6} receipt of which is hereby acknowledged by

Greenduck Co
George T. Cullen
Secy

2262

Secretary of State
Motor Vehicle Department a/c The Greenduck Co.,
Chicago, Ill.

Kind	No. of plates	Price	DR	CR
B	141,000	.1495		\$21,079.50
T	20,000	.1495		2,990.00
X	11,100	.1495		1,659.45
Z	1,000	.0815		81.50
M.C.	8,001	.0725		580.07
D	5,298	.1495		792.05
Bonus on plates delivered before date named- By 53 extra plates				89.57 7.92
TOTAL				\$27,280.06
May 16	Check		\$4,503.56	
June 7	Check		4,351.94	
June 7	Check		4,353.00	
June 29	Check		4,351.68	
July 29	Check		5,000.00	
	Freight - Butler Transfer		706.00	
"	" "		64.20	
"	C.R.I.&Pac.R.R.		133.00	
"	AM. Ry. Exp. Co.		15.81	
"	" " "		2.75	
"	" " "		44.55	
"	" " "		47.52	
Extra work handling & checking numbers 3 men 15 days each @ 4.8076				144.22
Extra work putting tags in numerical order 3 men 15½ days each @ 4.8076				149.03
Penalty on tags, late delivery				318.75
Freight Butler Transfer				33.80
American Express				12.93
Total				\$24,233.44
Freight June 17				61.76
				\$24,295.20
Balance				\$ 2,984.86

STATE OF ILLINOIS, } ss.
COUNTY OF COOK.

I, Albert J. Starnes, a
Notary Public of Cook County, in the State of Illinois, do hereby certify that
ELMER E. McDONALD Resident Vice-President, and
ANTON A. BLAZEVICE Resident Assistant Secretary,
of NATIONAL SURETY COMPANY, who are personally known to me to be
the same persons whose names are subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that they signed, sealed and delivered
said instrument, for and on behalf of NATIONAL SURETY COMPANY for
the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago,
in said County, this 9th day of April, A. D. 1921.

Albert J. Starnes
Notary Public.

Know All Men by these Presents, That we,

The Greenduck Company, of Chicago, Illinois - - - - -

(hereinafter called "Principal") as Principal, and the **NATIONAL SURETY COMPANY**,
a Corporation organized and existing under the laws of the State of New York, and
authorized to transact business in the State of **Minnesota** (hereinafter called
"Surety"), as Surety, are held firmly bound unto **State of Minnesota** - - - - -

(hereinafter called "Obligee"), as Obligee, in the penal sum of **Twenty Seven Thousand**
and No/100 - - - - -
Dollars (\$ **27,000.00**), good and lawful money of the United States of America, for the
payment of which, well and truly to be made, we bind ourselves, our heirs, administrators,
executors, successors, and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this **9th** day of **April**

A. D. 19**31** .

Whereas, the above bounded Principal has entered into a certain written contract
with the above named Obligee, dated the **6th** day of **April** **1931** ,
for **furnishing and delivering Automobile License Plates**, as is
more fully set forth in said contract, - - - - -

which contract is hereby referred to and made a part hereof as fully and to the same extent
as if copied at length herein.

Now, therefore, the condition of the above obligation is such, That if the above
bounden Principal shall well and truly keep, do and perform, each and every, all and sin-
gular, the matters and things in said contract set forth and specified to be by the said Prin-
cipal kept, done and performed at the time and in the manner in said contract specified,
and shall pay over, make good and reimburse to the above named Obligee, all loss and
damage which said Obligee may sustain by reason of failure or default on the part of said
Principal, then this obligation shall be void; otherwise to be and remain in full force and
effect.

The Greenduck Company
George T. Cullen, Secy.
NATIONAL SURETY COMPANY

By *Chas. E. McDonald*
Resident Vice-President.

Resident Assistant Secretary.

St. Paul, Minn.

St. Paul, Minn.
April 11, 1921

The within bond is
herely approved as to
form and execution.

James McKim
Notary Public

Approved this 12th day of April 1921
Mike Holm
Secretary of State

NATIONAL SURETY COMPANY

CAPITAL \$4,000,000.00

Certificate of Appointment of Resident Vice-President

Know all Men by these Presents, That Elmer E. McDonald has been and is hereby appointed Resident Vice-President of the NATIONAL SURETY COMPANY, at Chicago, Illinois, and as such Resident Vice-President has full power and authority to sign and execute on behalf of the Company any and all bonds, and all bonds signed by him, when sealed and attested by the Secretary, an Assistant Secretary, or a Resident Assistant Secretary, shall be as valid and binding upon the Company, as if said bonds had been signed by the President and duly sealed and attested.

Said appointment is made under and by authority of the following By-Law adopted by the Board of Directors of the NATIONAL SURETY COMPANY, at a meeting duly called and held on the second day of February, 1909:

"ARTICLE XII. Resident Officers and Attorneys-in-Fact.

"SECTION 1. The President, First Vice-President or any other Vice-President may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Company, and either the President, First Vice-President or any other Vice-President, the Board of Directors or the Executive Committee may at any time remove any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact and revoke the power and the authority given him.

"SEC. 2. RESIDENT VICE-PRESIDENTS.—Resident Vice-Presidents shall have power and authority to sign and execute on behalf of the Company any and all bonds, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and to bind the Company thereby as fully and to the same extent as the President could bind it."

In Witness Whereof, the NATIONAL SURETY COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 26th day of February A. D. 1920.

NATIONAL SURETY COMPANY,

(Corporate Seal)

By William H. Drapier, Jr.
Vice-President.Attest: M. Crooke
Assistant Secretary.STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

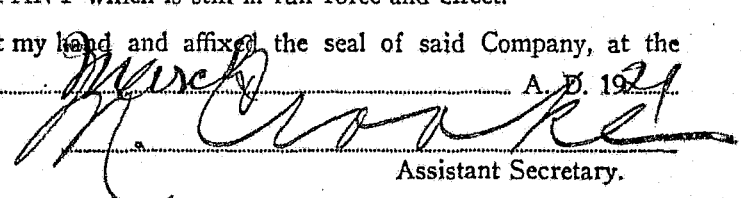
On this 26th day of February A. D. 1920 before me personally came William H. Drapier, Jr., to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he is the Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Notarial Seal)

M. M. Miller
Notary Public.STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

I, M. Crooke Assistant Secretary of the NATIONAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of an instrument executed by said NATIONAL SURETY COMPANY which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company, at the City of New York, this 10th day of March A. D. 1921


Assistant Secretary.

NATIONAL SURETY COMPANY

Certificate of Appointment of Resident Assistant Secretary.

Know all Men by these Presents, That Anton A. Blazeovich
has been and is hereby appointed Resident Assistant Secretary of the NATIONAL SURETY COMPANY,
at Chicago, Illinois, and as such
Resident Assistant Secretary has power and authority to seal and attest on behalf of the Company any and
all bonds, and all bonds sealed and attested by him, when signed by the President, a Vice-President, or a
Resident Vice-President, shall be as valid and binding upon the Company as if said bonds had been sealed
and attested by the Secretary.

Said appointment is made under and by authority of the following By-Law adopted by the Board
of Directors of the NATIONAL SURETY COMPANY at the meeting duly called and held on the
second day of February, 1909:

"ARTICLE XII. *Resident Officers and Attorneys-in-Fact.*

"SECTION 1. The President, First Vice-President or any other Vice-President may from time to
time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent
and act for and on behalf of the Company, and either the President, First Vice-President or any other
Vice-President, the Board of Directors or the Executive Committee may at any time remove any such
Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact and revoke the power and the
authority given him.

"SEC. 3. RESIDENT ASSISTANT SECRETARIES.—Resident Assistant Secretaries shall have power and
authority to affix the seal of the Company to, and attest, on behalf of the Company, any and all bonds,
recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and to bind the
Company thereby as fully and to the same extent as the Secretary could bind it."

In Witness Whereof, the NATIONAL SURETY COMPANY has caused these presents to be signed
by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary,
this 11th day of August A. D. 1919.

NATIONAL SURETY COMPANY,

(Corporate Seal)

By R. C. Carson
Vice-President.

Attest: H. Crooke
Assistant Secretary.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 11th day of August A. D.
1919, before me personally came R. C. Carson, to me
known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he
is the Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which
executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the
said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and that he signed his name thereto by like order.

(Notarial Seal)

M. M. Miller
Notary Public.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

I, H. Crooke Assistant Secretary of the NATIONAL SURETY
COMPANY, do hereby certify that the above and foregoing is a true and correct copy of an instrument
executed by said NATIONAL SURETY COMPANY which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company, at the City
of New York, this 10th day of March A. D. 1920

H. Crooke
Assistant Secretary.

MEMORANDUM OF AGREEMENT Made and entered into this sixth day of April, 1921, by and between The Greenduck Company, a corporation, hereinafter referred to as the company, and the state of Minnesota, hereinafter referred to as the state, witnesseth that,

WHEREAS, pursuant to § 2631, General Statutes 1913, supplemented by chapter 64, Laws 1921, the secretary of state has duly advertised for bids for the manufacture and delivery to the state of 636,000 motor vehicle registration plates in accordance with specifications therefor included in said advertisement for bids, and pursuant to such advertisement the company and the Western Display Company, a corporation, hereinafter referred to as the Western, have submitted bids for the manufacture and delivery of such plates, which with the modifications hereinafter referred to are acceptable to the secretary of state, the state auditor and the state treasurer, constituting the state printing commission, hereinafter referred to as the commission, and

WHEREAS, for the mutual convenience of the parties and the expedition of delivery, in view of the limited time within which such deliveries are required, it has been agreed by the state, represented by the commission, by the company and by the Western that the portion of said plates referred to in the specifications as "Series A", numbered 1 to 150,000 inclusive, shall be manufactured and delivered to the state by the Western at the price per pair specified in the company's bid and the remainder of said plates by the company.

NOW, THEREFORE, It is mutually agreed between the parties hereto as follows:

The company agrees to manufacture, furnish and deliver to the state at the automobile department in the State Capitol at St. Paul, Minnesota,

141,000 pairs "Series B" automobile plates, numbered consecutively, beginning with 1 and ending with 141,000;

10,000 pairs "Series T" truck plates, numbered consecutively, beginning with 1 and ending with 10,000;

6,600 pairs "Series X" truck plates, numbered consecutively, beginning with 1 and ending with 6,600;

6,000 pairs "Dealers Plates", numbered consecutively D1 to D1200 inclusive, the remainder to be numbered as the commission shall direct from time to time before delivery;

1,000 (single) "Series Z" trailer plates, numbered consecutively, beginning with 1 and ending with 1,000;

8,000 (single) motor cycle plates, numbered consecutively, beginning with 1 and ending with 8,000;

and such additional number of plates of each series as the commission may require and may order from the company during the time this contract is in effect, such additional plates to bear additional consecutive or duplicate numbers in accordance with the requirements of the commission.

It is agreed that all plates shall be made of No. 26 gauge United States standard black steel, size, dimensions, design, lettering and packing as provided in the specifications which are on file in the office of the secretary of state and herein referred to as a part of this contract, except that plates bearing four numerals shall be 5-1/2 inches wide and 13 inches long, and those bearing five numerals, 5-1/2 inches wide and 15 inches long, in

accordance with amendment to the specifications furnished to bidders before bids were received; envelopes to be as approved by the commission in accordance with sample on file in the office of the secretary of state and known as "Duplex Envelope", tension tie to be omitted. Deliveries shall be as specified in the advertisement, except that additional quantities of "Series B" automobile plates subsequent to the specified delivery on or before May 13, 1921, shall be at the rate of 35,000 pairs per week, additional quantities of other plates, including duplicates, to be as required by the commission from time to time during the contract term. All materials and workmanship shall be first-class and fully equal to sample submitted with bid, and all plates furnished are guaranteed to withstand hard usage and the elements for the term of one year without deterioration, reasonable wear, tear and damage by the elements alone excepted, and the company, upon the order of the commission, shall refinish any and all plates that fail to comply with this specification.

The state will pay to the company as delivered, in the usual course of state payments, for all "Series B, T, X, and Dealers" plates 14.95 cents per pair; for "Series Z" (single) plates, 8.15 cents each; and for motor cycle (single) plates, 7.25 cents each.

It is estimated that the total contract price of all plates to be delivered under the terms of this contract is approximately \$27,000, and the company will furnish a bond to the state in that amount conditioned for the faithful fulfillment of the terms of the contract.

It is hereby declared that time is of the essence of this contract and if the company shall fail to make de-

livery of any of the plates required to be manufactured and delivered hereunder within the time stated herein, then the damages sustained by the state are hereby fixed and agreed upon and deductions will be made from the contract price accordingly, not as penalties, but as fixed and liquidated damages, that is to say: For each day's delay, Sundays and holidays excepted, until full satisfactory delivery shall have been made of each installment of plates in the manner and time as herein provided, there shall be deducted from the contract price of such plates, delivery of which is so delayed, at the rate of one-fifth of one per cent of the contract price thereof, but not in any case to exceed in all ten per cent of the contract price. It is understood and agreed, however, that the deductions from the contract price as herein provided shall not limit the right of the state to rescind the contract for unexcused delay or other breach thereof, nor the right to any other proper remedy therefor. It is expressly understood and agreed, however, that time lost by the company in the making of deliveries by reason of strikes, riots, fires or other disasters, delays by transportation companies in making shipments, if the company shall be found by the commission to be without fault and the causes of delay shall be found by the commission beyond the control of the company, shall be excepted from this provision and the company will not be subjected to any deduction from the contract price in consequence thereof. But it is expressly understood and hereby declared that the question whether delays are due to the causes herein specified as excusing such delays shall be determined by the commission, and its determination thereof shall be conclusive and bind-

ing upon both parties to this contract.

It is hereby further agreed by way of inducement for prompt delivery that for each day that each installment of plates required is delivered in advance of the day set for such delivery, the company will be paid a premium of one-tenth of one per cent of the contract price for such plates.

It is further expressly understood and agreed that if the company shall not forthwith enter upon the performance of the contract or if there shall be any unreasonable delay in the manufacture and delivery of the plates herein contracted for, then notwithstanding the provisions herein contained for the allowance of deductions from the contract price by way of damages, the commission may annul this contract and may purchase or procure the plates specified herein, or such part thereof as it deems proper, from other manufacturers or persons able to supply the same, paying such prices therefor as may be necessary to procure plates as nearly as practicable of the same quality, and charge to, demand and recover from the company the difference between the price so paid for such plates and the price stipulated in this contract, and the amount of such difference shall be paid by the company to the state on demand.

IN WITNESS WHEREOF the state has caused this agreement to be executed in its behalf by the commission and the company has caused it to be signed in its behalf by its proper officers the day and year first above written.

THE GREENDUCK COMPANY

By

Lee S. Greenduck
George T. Cullen Secy

approved
James M. ...
ass. atty. Genl

Approved
Wm. H. ...
Secretary of State

IN PRESENCE OF:

THE STATE OF MINNESOTA

BY Wm. H. Allen, Secretary of State
Wm. H. Allen, State Treasurer
R. P. Chase, State Auditor
State Printing Commission

Sealed with our seals and dated this sixth day
of April, 1921.

NOW, THEREFORE, if the said principal shall faithfully carry out, perform and fulfill the terms of said contract in all particulars as therein required, then this obligation shall be void, but otherwise it shall remain in full force and effect.

IN PRESENCE OF:

By _____
President

Attest: _____
Secretary

By _____

By _____

On this _____ day of April, 1921, before me came _____ and _____, to me personally known, and each being by me duly sworn doth say that they are the president and secretary, respectively, of The Greenduck Company, the corporation named in and who executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation

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and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and they each acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Ramsey County, Minn.
My commission expires