

Western Display Company

T. R. WILLWERSCHIED
PRESIDENT AND TREASURER
M. J. PIRAS, VICE-PRESIDENT
LOUIS W. ZAHONYI, VICE-PRESIDENT
F. W. BROWN, SECRETARY



301 CHESTNUT ST.
ST. PAUL,
MINNESOTA
Sept. 19, 1921.

Hon. Mike Holm,
Sec'y of State,
St. Paul, Minn.

Dear Sir:-

We herewith submit two sample Chauffeur Badges.
These can be furnished in either bronze or
nickle effect in lots of 10,000, and delivered at the State
House, at per thousand - - - - - \$66.00

This price covers the designs submitted and
also any design of similar shape and we will be pleased to
submit to you a finished design showing reading matter,
emblems, etc. if the above meets with your approval.

Thanking you for the opportunity to submit
this quotation, we remain

Very truly yours,

WESTERN DISPLAY CO.,

BY *T. R. Willwerscheid*

2711

W-T.
Enc. Samples.

MEMORANDUM OF AGREEMENT, made and entered into this first day of October, 1921, by and between the Western Display 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 provisions of statute applicable thereto, the secretary of state has called for bids for the manufacture and delivery to the state of certain chauffeurs license badges and pursuant to such call the company submitted its bid for the delivery of such badges, which bid has been accepted by the Secretary of State.

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

The company agrees to furnish and deliver to the state, at the automobile department in the state capitol in St. Paul, Minnesota, at prices and in accordance with the bid submitted by the company, which is hereto annexed and made a part of this memorandum, 10,000 chauffeurs license badges numbered consecutively from 1 to 10,000, of design like the drawing submitted with the bid and of material, workmanship and bronze finish like the sample badge submitted, which is attached and made a part of this agreement, except that the numbers thereon shall be in green color. All badges to be fully equal to a finished sample which will be submitted to the Secretary of State for his approval and to be made a part of this memorandum and agreement.

It is further agreed that the company will pack the badges in individual envelopes numbered consecutively to correspond with the number of the badge enclosed, and that the company will pack the badges in cartons of convenient size and shape to be approved by the Secretary of State.

It is further agreed that all the badges shall be delivered as herein specified not later than December 1, 1921.

It is further agreed that duplicates of any of the badges shall be furnished as may be required by the Secretary of

State at twenty-five cents (25¢) each.

It is agreed that the time is of the essence of the contract for the manufacture and delivery of these badges, and if the company shall fail to make delivery of any specified quantity of badges within the time required by the specifications the state will be deemed to be damaged by such failure of delivery and the amount of such damage is fixed and agreed upon in advance as liquidated damages and not as a penalty, and a deduction will be made from the contract price accordingly; that is to say, for each day's delay, Sundays and holidays excepted, until such satisfactory delivery shall have been made of the badges herein contracted for, at the rate of one-fifth of one per cent of the contract price, (but not to exceed in all ten per cent thereof,) subject, however, to the limitation that no such liquidated damages shall be deducted for such period after the expiration of the time prescribed for delivery as in the judgment of the Secretary of State shall equal the time that, either in the beginning or in the prosecution of the deliveries contracted for, shall have been lost on account of strikes, riots, fires or other disasters, delays in transit for delivery on the part of the transportation company, or any other circumstance beyond the control of the company; but the question whether delays are due to these excepted causes shall be determined by the Secretary of State and his determination thereof shall be conclusively binding on both parties.

It is further understood and agreed that if the company shall fail in any respect to perform the contract, the state, may rescind and declare such contract null and void, and the state may purchase or procure such badges in such manner and from such person or persons as it deems proper, paying such prices therefor as may be necessary in order to procure said articles or materials of the kind as nearly as practicable as the company shall fail to deliver as hereby required, and the state may charge to, demand

and recover from the company the difference between the price so paid therefor and the stipulated price of such article, and the amount of such difference shall be paid by the company to the state on demand.

It is further agreed that the state will pay to the company such specified price per badge stated in the bid submitted by the company and so hereto annexed for all badges required under the provisions of the contract.

It is estimated that the total contract price of all badges to be delivered under the terms of the contract is approximately Six hundred sixty dollars (\$660.00) and the company will furnish a bond to the state in that amount, conditioned for the faithful performance of the terms of the contract, such bond to be executed and delivered contemporaneously with the execution of this agreement.

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

In presence of:

E. B. Allworth
A. Fisher

W. W. Brown
Ida Schaefer

WESTERN DISPLAY COMPANY,

By Louis N. Gaborini
Vice President

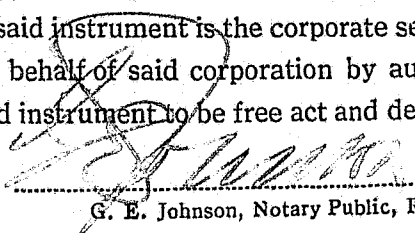
and J. W. Brown
Secretary

THE STATE OF MINNESOTA.

By M. M. H. H.
Secretary of State

STATE OF MINNESOTA, }
COUNTY OF RAMSEY } SS

On this 1st day of October A. D. 1921, before me appeared L. A. Green, to me personally known, who being by me duly sworn, did say that he is the attorney-in-fact of the National Surety Company, the corporation described in and who executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said L. A. Green, acknowledged said instrument to be free act and deed of said corporation.


G. E. Johnson, Notary Public, Ramsey County, Minnesota

My Commission Expires Sept. 20, 1924.

KNOW ALL MEN BY THESE PRESENTS, that we, the Western Display Company, a corporation organized under the laws of the state of Minnesota, as principal, and the National Surety Company, a corporation authorized to act as sole surety upon all bonds required to be given by any law of the state of Minnesota, as surety, are held and firmly bound unto the State of Minnesota in the amount of Six hundred sixty dollars (\$660.00) for the payment of which well and truly to be made we bind ourselves, our successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this first day of October, 1921.

The condition of this obligation is such, that whereas the principal has this day duly entered into a contract with the state of Minnesota for the manufacture and delivery of a quantity of chauffeurs license badges, which said contract is hereto attached and the regularity of the making whereof is hereby affirmed and declared.

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 WITNESS WHEREOF, we have caused this instrument to be executed by our proper officers under our respective seals the day and year first above written.

In presence of:

E. B. Allsworth

A. Spelman

M. M. Loney

W. H. ...

WESTERN DISPLAY COMPANY,

By Louis W. Sahoney
President

By L. W. Brown
Secretary

NATIONAL SURETY COMPANY

By L. H. ...
Its attorney in fact.

Oct 14 21 2711

James ...