

WM. B. JOYCE,
PRESIDENT

WE BOND MORE PEOPLE THAN ANY OTHER COMPANY IN THE WORLD



National Surety Company

CAPITAL AND SURPLUS OVER \$10,000,000.00

WM. B. JOYCE & COMPANY INC.
NORTHWESTERN MANAGERS

RESIDENT VICE PRESIDENTS
GEORGE H. PRINCE. E. H. BAILEY
D. S. CULVER.

COUNSEL
BUTLER, MITCHELL & DOHERTY

W. S. MCCURDY
PRESIDENT

C. M. BEND, 1st V. PRES. H. E. BERREAU, V. PRES. L. A. GREEN, SECRETARY
E. J. WESTLAKE, V. PRES. K. V. ROTHSCHILD, V. PRES. M. J. FAHEY, TREAS. & AUD'R

TEL. GARFIELD 1831

701-708 MERCHANTS NATIONAL BANK BLDG.
ST. PAUL, MINN.

October 25, 1922.

Mr. Mike Holm, Secretary of State,
State of Minnesota,
St. Paul, Minn.

Dear Sir:

Replying to your letter of October 13th with reference to Contract between the State of Minnesota and the Western Display and Manufacturing Company for delivery of Motor Vehicle Plates covered by our Bond in the sum of \$50,000 dated July 5th 1922. We hereby consent to change, substituting "one sprayed coat" instead of two dipped coats of paint on the plates, it being understood that this consent on our part shall not change or alter any of the other terms or conditions of the Bond, Contract or Specifications.

Yours very truly,
NATIONAL SURETY COMPANY

By 
Its Attorney-in-fact.

LAG-2



#2870

KNOW ALL MEN BY THESE PRESENTS, that we, the Western Display and Manufacturing 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 \$50,000 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 fifth day of July, 1922.

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 motor vehicle number plates, 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, the parties hereto have caused this instrument to be executed by their proper officers under their respective seals the day and year first above written.

In presence of:

H. A. Carr
Joseph J. Thomson
W. J. Brown
W. J. Brown

St. Paul, Minn.

Aug. 11, 1922

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

Wm. M. Shaw
Asst. Atty. General

WESTERN DISPLAY AND MANUFACTURING COMPANY:

By J. P. McKinstry
President

By W. J. Brown
Secretary

NATIONAL SURETY COMPANY:

By L. P. Green
Its attorney in fact

STATE OF MINNESOTA)
COUNTY OF RAMSEY } SS

On this fifth day of July, 1922, before me came
J. R. Wilwerscheid and F. W. Brown, to me personally
known and each being by me duly sworn, doth say that they
are the president and the secretary, respectively, of the
Western Display and Manufacturing 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, and that said instrument was signed and sealed
in behalf of said corporation by authority of its board of
directors, and they acknowledge said instrument to be the free
act and deed of said corporation.

Joseph Thomson
JOSEPH THOMSON Notary Public, Ramsey County, Minn.
MY commission expires April 1st 1924.

MEMORANDUM OF AGREEMENT, made and entered into this fifth day of July, 1922, by and between the Western Display and Manufacturing 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 the provisions of statute applicable thereto, the secretary of state has duly advertised for bids for the manufacture and delivery to the state of the certain motor vehicle registration plates in accordance with specifications therefor referred to in said advertisement, and pursuant to such advertisement the company submitted its bid for the manufacture and delivery of such plates, except the motorcycle plates which are not to be furnished by the company, which bid has been accepted by the state printing commission, hereinafter referred to as the commission.

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 in St. Paul, Minnesota, all of the motor vehicle license plates called for by the attached specifications, except the motorcycle plates which are not to be furnished by the company, at the prices and in accordance with the bid submitted by the company, which is hereto annexed and made a part of this memorandum, amended to include the two coats of enamel specified.

It is agreed that all the motor vehicle number plates shall be made of twenty-two U. S. Gauge standard black steel. It is also expressly agreed that one sprayed coat of enamel besides that which makes the letters shall be used on all plates, and that all plates shall be fully equal to the sample submitted.

The color of the "A" and "B" plates shall be pearl grey

STATE OF MINNESOTA, }
COUNTY OF RAMSEY } SS

On this 5th day of July, A. D. 1922, 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
G. E. Johnson, Notary Public, Ramsey County, Minnesota

My Commission Expires Sept. 20, 1924.

background with maroon letters. The color of the "T", "X" and "Z" plates shall be brown background with white letters. The color of the dealers' plates shall be bottle green background with lemon yellow letters. All colors shall be in shades approved by the Commission upon samples of plates presented.

It is further understood and agreed that all materials and workmanship shall be first-class and fully equal to samples submitted with the bid, and the commission, or its representative, at any and all times shall have the right and privilege of access to the company's plant for the purpose of observing the manufacture and ascertaining to its own satisfaction that the plates are being manufactured in strict compliance with the requirements of the specifications, and shall have the right to reject any material being used in the construction thereof which does not conform strictly to the requirements of such specifications, and shall have the right to reject any manufactured article which by reason of defective workmanship or otherwise does not in all respects comply with said specifications.

It is agreed, as recited in the specifications, that the time is of the essence of the contract for the manufacture and delivery of these plates, and if the company shall fail to make delivery of any specified quantity of plates 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 plates herein contracted for, at the rate of one-fifth of one percent of the contract price of such plates, delivery of which is so delayed, but not to exceed in all ten percent thereof, subject, how-

ever, 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 commission 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 commission and its 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, at the option of the commission, may rescind and declare such contract null and void, and the commission may purchase or procure such plates 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 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 pair or per plate stated in the bid submitted by the company and so hereto annexed for all plates required under the provisions of the contract.

It is estimated that the total contract price of all plates to be delivered under the terms of the contract is approximately \$50,000, 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 commission, 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:

R. D. Carr
Edwin F. Johnson

WESTERN DISPLAY AND MANUFACTURING
COMPANY

By J. V. Humphreys
President
and L. W. Brown
Secretary

Approved
James E. Markham
Asst. Atty. Genl.

THE STATE OF MINNESOTA

By W. M. Holm
Secretary of State.
and Wm. J. Jones
State Treasurer
and R. P. Chang
State Auditor
State Printing Commission

Western Display Company

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



Copy

301 CHESTNUT ST.
ST. PAUL,
MINNESOTA
June 30, 1922.

Hon. Mike Holm,
Registrar of Motor Vehicles,
St. Paul, Minn.

Dear Sir:-

We are pleased to quote on furnishing Motor
Vehicle License Plates for your 1923 term, and as per
your specifications, at the following prices:

22 U. S. GAUGE.

Series "A" plates up to 99,999, at per pair . .	\$.127
Series "A" plates above 99,999, at per pair . .	\$.1307
Series "B" plates up to 99,999, at per pair . .	\$.127
Series "B" plates above 99,999, at per pair . .	\$.1307
Series "T" plates, 25,000 pairs, at per pair . .	\$.127
Series "X" plates, 12,000 pairs, at per pair . .	\$.127
Dealers plates, 6,000 pairs, at per pair . . .	\$.127
Series "Z" plates, 1,000 singles, at each . . .	\$.0711
Motorcycle plates, 4,000 singles, at each . . .	\$.07

24 U. S. GAUGE.

Series "A" plates up to 99,999, at per pair . .	\$.1152
Series "A" plates above 99,999, at per pair . .	\$.1182
Series "B" plates up to 99,999, at per pair . .	\$.1152
Series "B" plates above 99,999, at per pair . .	\$.1182
Series "T" plates, 25,000 pairs, at per pair . .	\$.1152
Series "X" plates, 12,000 pairs, at per pair . .	\$.1152
Dealers plates, 6,000 pairs, at per pair . . .	\$.1152
Series "Z" plates, 1,000 singles, at each . . .	\$.0643
Motorcycle plates, 4,000 singles, at each . . .	\$.06

Plates are to have one or more coats of enamel,
as may be required to comply with your specifications, and
colors selected.

The prices provide for a two-in-one envelope. If
a plain envelope is substituted there will be an allowance

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June 30, 1922.

Hon. Mike Holm,
Registrar of Motor Vehicles,
St. Paul, Minn.

in cost per thousand of \$9.75

22 U. S. gauge standard metal weighs per square
foot 20 ounces.

24 U. S. gauge standard metal weighs per square
foot 16 ounces.

The weight of enamels and envelopes per pair will
be from 1 to 2 ounces, depending on the color and the paper
to be used.

Attached please find certified check in the sum
of \$1000.00.

Samples are furnished herewith.

Very truly yours,

WESTERN DISPLAY & MFG. CO.,

BY J. H. Hildrich

W-T
Enc. Check
Samples.

and $1\frac{1}{2}$ inches wide of a $3/8$ of an inch stroke, set $3/4$ of an inch from the top margin of plate and at least $3/4$ of an inch from the first numeral to the right. At left end of the plate there shall be the number "22" in figures 1 inch high, set $\frac{1}{2}$ inch above the lower margin of the plate and proportionately spaced to occupy the space below the series letter. At the right end of the plate there shall be the abbreviation "M I N N" with letters arranged in a vertical column reading from the top down, each letter being $13/16$ of an inch high and spaced so as to leave a $\frac{1}{2}$ inch space from the margin of the plate above, below and to the right and from the nearest numeral on the left. At the right end half an inch from the margin of the plate there shall be two holes, the vertical distance between which shall be 4 inches from center to center. At the left end of the plate there shall be two holes, located $\frac{1}{2}$ inch from the end of the plate and 4 inches apart, measured vertically from center to center. Each of the 4 holes shall be $\frac{1}{2}$ of an inch in diameter. Half an inch below upper edge and proportionately spaced from ends of plate shall be two slots $\frac{1}{2}$ of an inch wide and $1\frac{1}{2}$ of an inch long running horizontally.

DESIGN OF MOTORCYCLE PLATE - The motorcycle plates shall be 3 inches wide and $7\frac{3}{4}$ inches long. Across the top end of the plate in letters $3/4$ of an inch high shall be the abbreviation "M I N N", across the bottom of the plate in figures $3/4$ of an inch high shall be the number "1923". The number of the plate shall be of figures 1 inch high and arranged in a column to read from top to bottom, spaced proportionately to occupy the space between the aforesaid "M I N N" and "1923". There shall be $1/8$ of an inch hole at each of the four corners of the plate just inside of the raised edge.

DESIGN OF DEALERS PLATE - The design of the dealers plates shall be the same as that of the automobile and truck plates in every particular except that in the space at the left end there shall be the number "1923" in figures $13/16$ of an inch high, arranged

vertically to read from top to bottom. The letters shall be placed before the serial number of the license holder or dealer's plate. There shall also be the letter "D" at the right hand corner of the plate and of a 1/2 inch width.

PACKING - All automobile and truck plates shall be packed in pairs together with proper packing, one pair of plates in each envelope. Envelopes shall be packed in crates for delivery in numerical order. Envelopes shall be printed as directed by the secretary of state, and are to be numbered or stamped with the same number as the plates contained in said envelope. Envelopes must be approved by the commission. Motorcycle and trailer plates shall be packed in the same manner except that one plate only shall be enclosed in each envelope.

The contractor will be required to protect the state against all claims for patent infringement including indemnity for all expenses incurred in resisting all claims on such patent right.

COLOR - The colors of the plates shall be directed by the Commission.

DIMENSIONS - The automobile (series A,B) truck (series C,D) trailer (series E) and dealers number plates shall be as follows: For 2 or 3 numbers 6 1/2 inches wide and 8 1/2 inches high
For 4 numbers 6 1/2 inches wide and 10 inches high
For 5 numbers 6 1/2 inches wide and 12 inches high
For 6 numbers 6 1/2 inches wide and 14 inches high

In packing on the bids submitted not only the cost of money will be considered, but also the durability, workmanship and general appearance of the plates, as well as the ability of the bidder to perform his agreements promptly and satisfactorily as needed the contract.

QUANTITIES AND DELIVERIES - There will be required:

6,000 dealer plates divided into approximately 1,000 sets of plates, each set to be numbered consecutively as required, for example, A 1-1, B 2-2, C 3-3 for the first set, D 4-4, E 5-5, F 6-6 for the second set and so on, the first number being the same on each pair in each dealer set.

4,000 single motorcycle plates to be numbered consecutively from 1 to 4,000.

25,000 pairs series "2" truck plates numbered consecutively from 1 to 25,000.

12,000 pairs series "3" truck plates numbered consecutively from 1 to 12,000.

1,000 single series "3" trailer plates numbered consecutively from 1 to 1000.

All of these must be delivered on or before December 31, 1922. There will be required:

166,000 pairs of series "A" automobile plates numbered consecutively from 1 to 166,000.

160,000 pairs of series "B" automobile plates numbered consecutively from 1 to 160,000.

One-half of series "A" and one-half of series "B" shall be delivered not later than December 31, 1922, and the remainder of series "A" and series "B" not later than December 31, 1923. All deliveries shall be made freight paid at the State Capital at St. Paul, Minnesota, as directed by the Registrar and arranged in numerical order.

The Registrar shall have the right to order additional quantities of any of the above classes of plates at any time and in such quantities as he may require for use during the term of the contract, and the additional plates so required must be supplied and delivered from time to time after January 1, 1923 as required upon ten days notice.

Each bidder will be required to state in his proposal that he is the owner or lessee of a suitable manufacturing plant equipped with suitable machinery for the manufacture and production of such plates, and capable of turning out at least 5,000 pairs of plates per day, giving the name and place of location of such plant, or in case the bidder is not a manufacturer of such plates, he must state in his proposal that he has entered into a contract with a manufacturer who is the owner or lessee of a plant of similar capacity, giving the name, place, and capacity of such plant, to furnish and deliver upon his order the number of plates required by these specifications, and must enclose with and submit as a part of his proposal the statement of such manufacturer to the effect that he has entered into such contract with the bidder and that in the event the contract is awarded to such bidder, the manufacturer will deliver upon his order the required number of plates in accordance with these specifications in fulfillment of the contract as to be entered into.

The commission reserves the right before awarding the contract to visit the factory in which it is proposed to manufacture the plates herein required and investigate the facilities and equipment of such plant and to reject such bid unless satisfied that the bidder will be able promptly to comply with the terms of the proposed contract, and the right is reserved generally to the commission to reject any and all bids.

Time is of the essence of the proposed contract for the manufacture and delivery of these plates, and if the contractor shall fail to make delivery of any specified quantity of plates within the time required by these specifications, the state shall be deemed to be damaged by such failure of delivery, and the amount of such damage is hereby fixed and agreed upon in advance of liquidated damages, and not as a penalty. A deduction will be made from the contract price accordingly, and the contract will be forfeited and

is to pay for such delay, damages and expenses until such satisfactory delivery shall have been made at the places as herein provided at the rate of 1/5 of 1/5 of the contract price, but not to exceed in all \$100 thereof.

No liquidated damages shall be recovered for time passed, after the expiration of the time prescribed for delivery as in the judgment of the commission, 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 circumstances beyond the control of the contractor; but the question whether delays are due to the causes herein specified shall be determined by the commission and its determination thereof shall be conclusively binding on the contractor. The contract will contain the provision that if the contractor shall fail in any respect to perform the contract, the state at the option of the commission may rescind, and declare it null and void, and the commission may purchase or procure such plates in such manner and from such person or persons as it deems proper, paying such prices thereof as may be necessary in order to procure such said articles or materials of the kind as nearly as practicable, as the contractor shall fail to deliver as required, and may charge to, demand and recover from the contractor the difference between the price so paid therefor and the price stipulated in the contract, and the amount of such difference shall be paid by the contractor to the state on demand.

Specifications signed

June 10, 1922

#2870

W.H. Hahn

Register of Motor Vehicles