

# NATIONAL SURETY COMPANY.

CAPITAL \$10,000,000

## Certificate of Appointment of Resident Vice-President

**Know all Men by These Presents,** That.....

has been and is hereby appointed John McEerghney 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 valid and binding upon the Company as if said bonds had been signed by the Chairman, the Vice-Chairman, the President, or a Vice-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 the meeting duly called and held on the third day of October, 1922:

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

**"SECTION 1.** The Chairman, Vice-Chairman, President or any 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 Chairman, Vice-Chairman, 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 authority given them.

**"SECTION 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 24th day of August A. D. 1922

NATIONAL SURETY COMPANY,

(Corporate Seal)

By J. L. Mee Vice-President.

Attest: H. Christie Secretary.

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

On this 24th day of August A. D. 1922, before me personally came John McEerghney, 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)

H. M. Miller Notary Public.

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

I, H. M. Miller, Assistant Secretary of the NATIONAL SURETY COMPANY, do hereby certify that the Resident 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 15th day of October A. D. 1922

[Signature]  
Assistant Secretary.  
Resident

MEMORANDUM OF AGREEMENT, between the State of Minnesota, herein called the State, and the Green Leaf Company, Incorporated under the Laws of ILLINOIS, herein called the Contractor.

The State, through its Commission of Administration and Finance, herein called the Commission, having duly advertised for proposals for furnishing the State of Minnesota with approximately fifteen thousand (15,000) chauffeurs badges to be supplied in accordance with our specifications dated October 7, 1926 and your bid dated October 10, 1926, which specifications are on file in the office of the Commission but made a part hereof; and the Contractor, having submitted his proposal covering such delivery to the Secretary of State's office, room 5, State Capitol, St. Paul, Minnesota, in consideration of the payment of the sum of five and three-quarters cents ( 5.75 ) each, or a proximately Eight Hundred Seventy Five (875.00) Dollars; a copy of which proposal is hereto attached, and which proposal has been accepted by the State as indicated by a letter dated October 27, 1926 and signed by H. W. Austin, Commissioner of Purchases, a copy of which is hereto annexed; and which amount, approximately Eight Hundred Seventy Five (875.00) Dollars, is hereinafter referred to as the contract price.

It is agreed that the Contractor will enter upon the performance of the contract promptly and in accordance with the specifications, and will submit for approval one sample badge on or before November 5, 1926, and one thousand (1,000) badges to be delivered on or before November 10, 1926, and duplicate badges to be furnished within three days from date ordered.

It is agreed that if the Contractor shall fail in any respect to perform the contract the State, at the option of the Commissioner of Purchases may rescind and declare it null and void and the Commissioner of Purchases may purchase or procure such bodes in such manner and from such person or persons as he deems proper, pay such price therefor as may be necessary in order to procure such articles or materials of the kind as nearly as practicable if the Contractor shall fail to deliver as required, and may charge to the amount and recover from the Contractor or 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.

Payment to be made in the usual course of State payment and at the times and subject to the conditions stated in the specifications and subject to the terms and conditions of this agreement.

The Contractor shall give a bond to the State with corporate surety acceptable to the Commission in the amount of approximately Eight Hundred Seventy Five (\$875.00) Dollars, conditioned for the faithful performance of the contract and the payment to laborers and material-men of all claims for work done and materials furnished. The surety shall not be entitled to notice of authorized changes made in the specifications.

This memorandum of agreement shall become binding upon the parties when signed in behalf of the State by the Commission over the signature of its Chairman and when signed in person by the Contractor.

Dated November 9, 1926.

In presence of:

J. H. Riess

G. P. McVale

THE STATE OF MINNESOTA,  
By Commission of Administration  
and Finance,

[Signature]  
Chairman.

GREEN RUCK COMPANY,  
(Contractor)

R. H. Luman

[Signature]

W. J. Watson  
President.

L. E. Coffey  
Secretary.

St. Paul, Minn.

Nov 13 1926

Approved as to form and  
execution.

[Signature]  
Attorney General

KNOW ALL MEN BY THESE PRESENTS, That we, Green Duck Company, of Chicago, Illinois, as principal, and NATIONAL SURETY COMPANY, as surety, are held and firmly bound unto the State of Minnesota in the sum of approximately \$375.00, for the payment of which well and truly to be made we jointly and severally bind ourselves, our representatives and successors, firmly by these presents.

Sealed with our seals and dated this ninth day of November, 1926.

The condition of this obligation is such that, whereas the principal has entered into a contract with the State, evidenced by written memorandum of even date, for the furnishing and delivery of approximately fifteen thousand chauffeurs badges to the Secretary of State's office, Room 3, State Capitol, St. Paul, Minnesota, the regularity and validity of which contract is hereby affirmed; and

Whereas, the principal, by the terms of the contract and the provisions of the statute ( § 9700, General Statutes Minnesota 1925 ), is required to give bond to the State in the amount of the penalty hereof conditioned as therein required;

NOW, THEREFORE, if the principal shall faithfully perform the contract so made and shall pay as they become due all just claims for work, tools, machinery, skill, materials, insurance premiums, equipment, and supplies furnished and used in the furnishing of such badges, and shall save the State harmless from all costs and charges that may accrue on account of any act or omission of the principal in the execution of the agreement so made, then this obligation shall be void; otherwise to remain in full force and effect.

In presence of:

R. H. Jordan

Geo. W. Ebel

Helena Wright

Raymond C. Plummer

Green Duck Company,  
(Contractor)

By W. J. Watson  
President.

By L. E. Duffy  
Secretary.

NATIONAL SURETY COMPANY  
Surety.

BY John M. Thompson  
PRESIDENT.  
ATTEST Arthur J. [Signature]  
National Assistant Secretary.

St. Paul, Minn.

Nov 13 1926

Approved as to form and execution.

James M. [Signature]  
Attorney General

[Signature]  
Wm. D. Joyce & Co.

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

On this ninth day of November, 1923, before me appeared W. H. WATSON, to me personally known, who, being by me duly sworn, did say that he is the president of the Green Duck Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its board of directors; and said W. H. WATSON acknowledged said instrument to be the free act and deed of said corporation.

Leo Edgar Power  
Notary Public, Cook County,  
My commission expires 1924.

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, \_\_\_\_\_, a Notary Public of Cook County, in the State of Illinois, do hereby certify that JOHN McKECHNEY Resident Vice-President, and ANTON A. ELAWE 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 November, A. D. 1923.

Anna H. Power  
Notary Public.

COPY

GREEN DUCK COMPANY  
1725-1739 West North Avenue  
Chicago.

October 14, 1926  
LED:AJH.

Mr. H. W. Austin,  
Commissioner of Purchases  
State Of Minnesota  
Department of Administration and Finance  
Room 10, State Capitol  
St. Paul, Minnesota

Dear Sir:

For your kind consideration, we respectfully bid on the 15,000 Minnesota State Chauffeur Badges, strictly in accordance with your proposal of October 7th, a price of 5  $\frac{3}{4}$ ¢ each.

This price of 5  $\frac{3}{4}$ ¢ each covers the exact specifications you stipulated, consecutive numbering etc., with the badge finished in polished nickle-plate.

If the badge is to be finished in oxidized copper instead of nickle-plate, we respectfully bid a price of 6  $\frac{1}{4}$ ¢ each, and if the badge is to be finished in oxidized silver, we respectfully bid a price of 6  $\frac{1}{4}$ ¢ each. On the original order we can make complete delivery service within ten days. We also agree to make delivery on repeat or additional badges within a week after receipt of order at any time during the life of the contract.

We herewith enclose a certified check in the amount of \$93.75. This check covers 10% of our highest bid, as requested.

We are the largest manufacturers of badges of this nature, and have made thousands of badges for almost every State in the Union. If you favor us with your order, be assured we will render you the highest quality of workmanship and service. Sincerely hoping we merit your kindest wishes, we are

Yours very truly,

GREEN DUCK COMPANY

L. E. Duffy  
Vice-Pres. & Secy.

COPY.

October 27, 1926

Green Duck Company  
1725-1739 West North Avenue  
Chicago, Illinois

Gentlemen:

We have today awarded you the contract to furnish the State of Minnesota with approximately 15,000 chauffeur badges to be supplied in accordance with our specifications dated October 7, 1926 and your bid dated October 14, 1926. Price 5 $\frac{1}{2}$ ¢ each delivered to the Secretary of State's Office, room 3, State Capitol Building, St. Paul.

The design of the badges desired is to correspond with that shown on the sketch sent you with our specifications at the time bids were called for except that the state seal is to be the reverse of that shown on the sketch. The workmanship and material of the badge to be furnished must be equal to that of our 1926 badge, a sample of which was given to your local representative, Mr. Collins, today.

The badges desired are to be furnished with polished nickel plate finish, and the serial numbers of black enamel. A sample of the badge you propose to furnish is to be submitted for approval within one week from this date, and 1,000 badges to be delivered within one week thereafter. Duplicate badges to be furnished within three days from date ordered.

You will be notified when your contract and bond are ready for signature. Approximate amount of your contract \$875.00.

Very truly yours,

COMMISSION OF ADMINISTRATION AND FINANCE

Commissioner of Purchases.

HWA:NB



P. S.

The badge should be approximately the same size as shown on the cut sent with our specifications. The width, you will note, is about  $1 \frac{3}{16}$ " and the height  $1 \frac{3}{8}$ ".