



KNOW ALL MEN BY THESE PRESENTS That we, the Western Display Company, a corporation, as principal and the LION BONDING & SURETY COMPANY, a corporation, of Omaha, Nebraska, as surety, are held and firmly bound unto the State of Minnesota, in the sum of Twenty-five Thousand (\$25000.00) Dollars, lawful money of the United States of America, for the payment of which said sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Dated this 24th day of October A.D. 1916.

WHEREAS, the Western Display Company has been awarded by the Secretary of State, State Treasurer and State Auditor of Minnesota, the contract for automobile and motorcycle license tags for the years 1918, 1919 and 1920, pursuant to the terms of Section 2631, General Statutes of Minnesota, 1913, as amended, which said contract is hereto attached and made a part of this bond;

NOW THEREFORE, if said Western Display Company shall faithfully carry out, perform and fulfill the terms of said contract; then this obligation shall be void; otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their proper officers the day and year first above written.

IN PRESENCE OF:

J. H. Lyman
M. J. O'Neil
W. E. Norquist
A. A. Pallen

WESTERN DISPLAY COMPANY

By F. H. Willerscheid Pres.

Attest F. W. Brown Secy.

LION BONDING & SURETY COMPANY

By Ernest Reilein
Attorney-in-fact.

STATE OF MINNESOTA)
COUNTY OF RAMSEY)

On this 24th day of Oct A.D. 1916, before me personally appeared F. H. Willerscheid and F. W. Brown, who being each by me duly sworn, on oath says that they are the President and Secretary, respectively, of the Western Display 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 each acknowledged said instrument to be the free act and deed of said corporation.

Representative, 7th District, Minnesota.

Notary Public, Ramsey County, Minn.

My commission expires



8964

State of Minnesota,)
County of Ramsey,) ss.

On this 24th day of Oct. 1916, before me
a Notary Public within and fore said County and State, personally appeared
LOUIS I. PHILEN to me personally known, who being by me duly sworn upon
oath did say that he is the Agent and Attorney-in-fact of and for the LION
BONDING & SURETY CO., a corporation of Omaha, Nebraska, created, organized
and existing under and by virtue of the laws of the State of Nebraska; that
the corporate seal affixed to the foregoing within instrument is the seal
of said Company; that the said seal was affixed and the said instrument
was executed by authority of its Board of Directors; and the said
LOUIS I. PHILEN did acknowledge that he executed the said instrument as the
free fact and deed of said Company.

A. A. Giken
Notary Public, Ramsey County, Minn.

My commission Expires July 15, 1913

Oct 26, 1916.

Approved as to form.

Lyndon A. Smith
Attorney General

By Clifford H. Cullum
Assistant Attorney General

Oct. 26. 1916.

approved as to surety.

Julius A. Schwell
Secretary of State.

MEMORANDUM OF AGREEMENT Made and entered into this 4th day of October, A. D. 1913, by and between the Western Display Company, of St. Paul, Minnesota, party of the first part, and the Secretary of State, State Treasurer and State Auditor of the State of Minnesota, parties of the second part, WITNESSETH:

WHEREAS, There has been enacted by the legislature of the State of Minnesota certain provisions of law with reference to the registration of motor vehicles, the licensing of drivers, regulation of the use and speed of the same, prescribing road rules, fixing the amount of license fees, and providing for penalties for violations, commonly called "The Motor Vehicle Law", and known as Sections 2619-2645, inclusive, of the Statutes of 1913, as amended by Chapter 33 of the Session Laws of 1915, and

WHEREAS, Pursuant to Section 2631 of the General Statutes of 1913, as amended, the Secretary of State duly called for bids for registration plates required in accordance with the provisions of said laws,^{*} and under its terms the bid of the party of the first part was duly accepted;

NOW THEREFORE, In consideration of the mutual covenants herein contained to be by each of the parties hereto performed, said parties hereto agree as follows:

The party of the first part agrees to furnish to the Secretary of State of Minnesota, 280,000 (140,000 pairs) Automobile Owners Plates to be numbered consecutively, beginning with "1" and ending with "140,000".

600 (300 pairs) Automobile Dealers Plates, to be numbered consecutively, beginning with "1" and ending with "300";

20 (10 pairs) Automobile Manufacturers Plates to be numbered consecutively beginning with "1" and ending with "10";

10,000 (single) motorcycle Plates to be numbered consecutively, beginning with "1" and ending with "10,000;" in the style, quality, quantity, manner and at the times and for the compensation hereinafter set forth:

1. The plates to be made of No. 24 U. S. Standard gauge terne sheet (8 pound coat) to be in size, dimensions and lettering as specified in said Section 2628, General Statutes, Minnesota 1913, as amended.

The plates are to be sand-blasted and finished in black enamel for ground and are to receive one bond or undercoat, front and back, and two finishing coats on front; after each coat of enamel plates are to be properly baked and air dried. The letters "Minn" and the license numerals are to be finished in white enamel, after which the plates are to be baked. The corners of the plates shall be rounded and there shall be a hole in each corner about $\frac{3}{16}$ of an inch in diameter. The letters "Minn", the license numeral and the dates "1918", "1919", "1920", and the border of each plate are to be raised.

2. It is agreed that the deliveries of said plates are to be made as follows:

30,000 pairs of automobile owners and 2000 motor cycle plates not later than July 1, 1917;

30,000 pairs of automobile owners and 2000 motor-cycle plates not later than September 1, 1917;

30,000 pairs automobile owners and 2000 motorcycle plates and all dealers and manufacturers plates to be delivered not later than November 1, 1917;

All other plates herein agreed to be furnished to be delivered not later than December 1, 1917.

Each lot of plates will be subject to tests before being accepted. All deliveries are to be made at the State Capitol Building, St. Paul, Minnesota, as directed by the Secretary of State.

3. It is further agreed that the price to be paid by said parties of the second part to said party of the first part for said plates shall be 16.7 cents for each pair of automobile plates and 6 cents for each motorcycle plate; and payment is to be made out of funds appropriated by the legislature of the State of Minnesota, as the same becomes available.

4. All automobile owners, dealers and manufacturers' plates shall be packed in pairs together with proper packing, one pair of plates in each envelope.

Envelopes shall be printed as directed by the Secretary of State, and are to be numbered or stenciled with the same number as plates contained in said envelope bear.

Motorcycle plates shall be packed in the same manner except that one plate shall be enclosed in each envelope.

5. All material and workmanship shall be first-class and fully equal to samples submitted with bid.

Plates are hereby guaranteed by the contractor to withstand hard usage for a term of three years without deterioration, reasonable wear and tear and damage by the elements alone excepted, and the contractor hereby agrees to replace or refinish any and all plates that fail so to do.

Plates must be finished in a neat and workmanlike manner, and the right is reserved to reject any and all defective plates.

6. Time will be the essence of this contract, and if the contractor shall fail to make delivery of all the articles or materials within the time stated, the State of Minnesota shall be damaged thereby and the amount of said damage is hereby fixed and agreed to in advance as liquidated damages, not as penalty and deductions, and shall be made from contract price accordingly as follows:

For each day's delay, Sundays and holidays excepted, until such satisfactory delivery shall have been made, at the rate of one-tenth of 1 per cent of contract price, the deductions, however, not to exceed in any case 10 per cent of the stipulated value of the articles or the materials not so delivered;

Provided that no 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 of Minnesota 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 disaster, delays in transit or delivery on the part of the transportation companies, or any other circumstances beyond the control of the contractor, and provided further, that the question whether delays are due to causes herein specified shall be, and it is hereby agreed that the said question shall be, determined by the Secretary of State of Minnesota.

It is further agreed on the part of the contractor

that if he shall fail in any respect to perform the contract the same may at the option of the State Automobile Commission be declared null and void, and the parties of the second part for and on behalf of the State of Minnesota shall be entitled to recover from the contractor such damages as are natural and proximate consequences of the breaches of this contract, except such breaches as are set forth in Paragraph 6 hereof and in which specific liquidated damages are provided for.

It is further agreed that the terms of this contract shall continue until January 1, 1921, and that during said period the Secretary of State shall have the right to order and said party of the first part shall furnish additional sets of plates and duplicate plates and deliver the same at such times and in such quantities as the Secretary of State shall direct and that the amount agreed to be paid for each pair of plates or single plate to the party of the first part shall be the prices stipulated in Paragraph 3 hereof.

8. It is further agreed that the terms, covenants and provisions of this contract shall extend to and be binding upon the successors and assigns and the successors in office of the respective parties hereto.

IN WITNESS WHEREOF The parties hereto have executed these presents the day and year first above written.

IN PRESENCE OF

WESTERN DISPLAY CO.

M. Hamm

By

J. P. Kemmich
President

8964 W. T. Bayne
W. T. Blackburn
B. M. Ferman
J. W. Ferman
State Auditor.

F. W. Brown
Julius Schubert
Secretary of State
R. C. Gooding
State Treasurer