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 thirty-first day of May 1923.

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:

The within Word hereby approved as to

WESTERN DISPLAY AND MANU-

Secretary

NATIONAL SURETY COMPANY

Its attorney in fact

STATE OF MINNESOTA) SS

On this thirty-first day of May, 1923, before me came A Milwersched and J. 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)Notary Public, Ramsey County, Minn

My commission expires April 1st, 1924.

South Thomso

| STATE OF MINNESOTA, ss. County of Ramsey | |
|---|--------|
| COUNTY OF Ramsey | Ì |
| On this day of June, A.D., 1973, before me appeared | d |
| L.A.Green to me personally known, who being by me duly sworn, did say | y |
| 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 | o f |
| authority of its board of directors, and saidL.A.Greenacknowledged said | t |
| instrument to be the free act and deed of said corporation. | |
| M. M. LONEY M. Done | |
| Notary Public, Ramsey County, Minnesota | ۱. |

My Commission Expires April 8, 19.25.

MEMORANDUM OF AGREEMENT, made and entered into this thirty-first day of May, 1923, 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, 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, at the prices and in accordance with the bid submitted by the company, which is hereto annexed and made a part of this memorandum.

It is agreed that all the motor vehicle number plates shall be made of twenty-four 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", "B" and motorcycle plates shall be chinese blue background with white letters. The color of the "T", "X" and "Z" plates shall be chrome green background with white letters. The color of the dealers' plates shall

be pearl grey background with blue letters. The color of the tax exempt plates shall be granite 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, 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 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: | WESTERN DISPLAY AND MANUFACTURING |
|---------------------------------|-----------------------------------|
| Cornelia M Vetter. | BY Themocho |
| Joseph A Thomason | President |
| Jan 1010 VIOI MODICE | and Turboun |
| | Seoretary |
| | 당 경험된다. 공급 발레일로 함께 들었다 |
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| | THE STATE OF MINNESOTA |
| | By KUNELLY TELL |
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| | State Treasurer |
| | and Otaly P. Chase |
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Western Display & Mfg Co

T. R. WILLWERSCHEID,
President and Tressurer
M. J. PIRAS,
Vice-President
LOUIS W. ZAHONYI,
Vice-President
F. W. BROWN,
Secretary



Signs and Markers for Streets and Highways License Plates

301 Chestnut Street ST. PAUL, MINN. May 31, 1923.

Hon. Mike Holm,
Secretary of State,
St. Paul, Minn.

Dear Sir:-

We beg to quote on Motor Vehicle License plates, as per your specifications of April 23rd, as follows:

| 24 U. S. GAUGE STEEL | |
|--|---------|
| Dealers plates, at per pair | \$1136 |
| Motorcycle plates, at each | 06 |
| Series "T" plates, at per pair | |
| Series"X" plates, at per pair | 136 |
| Series"Y" plates, at per pair | \$1136 |
| Series "Z" plates, at each | \$.075. |
| Series"C" plates, at per pair | \$ 136 |
| Tax Exempt plates, at per pair | \$,136 |
| Duplicate plates, at per pair | |
| Series "A" plates up to 99,999, at per pair | 136 |
| Series "A" plates above 99,999, and not longer than 16 inches, at per pair | |
| Series "B" plates up to 99,999, at per pair | \$.136 |
| Series "B" plates above 99,999, and not longer than 16 inches, at per pair | |
| 22 U. S. GAUGE STEEL | |
| Dealers plates, at per pair | |
| | |

Motorcycle plates, at each

Hon. Mike Holm, Secretary of State, St. Paul, Minn.

| Series "T" plates, at per pair | , |
|--|---|
| Series "X" plates, at per pair | |
| Series "Y" plates, at per pair | |
| Series "Z" plates, at each | |
| Series "C" plates, at per pair | 7 |
| Tax Exempt plates, at per pair | F |
| Duplicate plates, at per pair | |
| Series "A" plates up to 99,999, at per pair | |
| Series "A" plates above 99,999, and not longer than 16 inches, at per pair | , |
| Series "B" plates up to 99,999, at per pair # | |
| Series "B" plates above 99,999, and not longer than 16 inches, at per pair | |

The above prices provide for plates finished in one coat for background, and in any combination of two colors except bright red for background.

pair - For two coats of enamel, add per thousand

Envelope is to be as per sample #1, herewith submitted.

Envelope #2 will make for an additional cost per thousand, of - \$ \$8

Envelope #3 will make for an additional cost per thousand, of - \$3.50

Envelope #4 will make for an additional cost per thousand, of - \$3

Our plant is located in St. Paul, Minn., and our capacity is 7000 pairs of plates per day.

If one coat of enamel is used, the plates are to be dipped. Any additional coats are to be sprayed on the face only.

Hon. Mike Holm, Secretary of State, St. Paul, Minn.

22 gauge U. S. Standard steel, weighs per square foot 20 ounces.

24 gauge V. S. Standard steel, weighs per square foot 16 ounces.

To the above weights must be added from 1 to 2 ounces for envelopes and enamel, the exact amount depending on whether one or more coats are used, and the weight of the envelope selected.

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

Samples are furnished herewith.

Very truly yours,

WESTERN DISPLAY & MFG. CO.,

Enc. Check Samples. ()

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