KNOW ALL MEN BY THESE FILLENTS, that we, the Mestern Display and manufacturing Company, a corporation organized under the laws of the state of minnesota, as principal, and the <u>NATIONAL SURETY</u> 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 another of 150,000 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.

Esp

Sealed with our seals and dated this nineteenth day of May, 1925.

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.

NON, THERE'OAE, if the said principal shall faithfully carry out, perform and fulfill the terms of said contract in all particulars as therein required, then this colligation shall be void, but otherwise it shall remain in full force and effect.

IN WITNESS WHEFEOF, the parties hereto have caused this instrument to be executed by their proper officers under their respective seals the day and year first written.

WESTERS DISPLAT AND MAINS In presence of: President our Secretary NATIONAL RETY COMPANY Its attorney fact in 8967

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF\_\_\_\_\_\_) COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 192, before me appeared \_\_\_\_\_, to me personally known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

Notary Public, County My Commission expires

ACKNOWLEDGEMENT FOR CORPORATION.

STATE OF MINNESOTA )

COUNTY OF RAMSEY

On this 29th day of May A.D., 1925, personally appeared before me F.W. Brown who being by me duly sworn, did depose and say; that the yix are <u>President and Secretary</u> of Western Display and Manufacturing Company the corporation described in and which executed the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said F.Willwerscheid and acknowledged said instrument to be free act and deed of said corporation.

G.E. Johnson

Cu

Notary Public. My Commission expires September 20th,1931

NATIONAL SURETY COMPANY ACKNOWLEDGEMENT.

STATE OF MINNESOTA)

COUNTY OF RAMSEY

On this <u>29th</u> day of <u>May</u>, A.D. 1925, personally appeared before me <u>L. A. Green</u> to me personally known who being by me duly sworn, did depose and say; that he is Attorney-in-fact of the NATIONAL SURETY COMPANY, the corporation described in and which executed the foregoing instrument, that seal affixed to said instrument is the coroporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said <u>L. A. Green</u> \_\_\_\_\_\_\_\_acknowledged said instrument to be the free act and deed of

said corporation.

G.E. Johnson

Notary Public, Ramsey County, Minnesota. My Commission expires Sept.20th, 1931 MEMORANDUM OF AGREEMENT, made and entered into this nineteenth day of May, 1925, 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 for plates made of 24 U.S. gauge steel and enclosed in envelope referred to as sample # 1 and approved by the commission, which bid 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 dip 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", "C" and motorcycle plates shall be black background with white letters. The color of the "S", "T", "X", "Y", and "Z" plates shall be emerald green background with lemon yellow letters. The color of the dealer's plates shall be yellow background with black 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.

The envelopes shall be of the design like the sample on file in the office of the Secretary of State and shall bear the printed matter called for by the Secretary of State. The quality of paper in the envelopes shall be fully equal to the sample on file in the Secretary of State's office, and the envelopes containing the plates shall be packed in the cartons with the flap of the window envelope turned down so as to expose the gummed edge.

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 per cent of the contract price of such plates, delivery of which is so delayed 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 preseries 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 seen lost on account of strikes, ricts, 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.

 $\bigcirc$ 

It is further understood and sgreed 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 full 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 maount 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 sumexed 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 turnish 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.

2

IN WITHESS WHENEOF, the state has caused this agreement to be executed in its schalf 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: A. I. Kelin A Smaymard

Carl Stranger

MERTERE EISPLAY AME DELOTOTING OUTERE Vicenno Cha Fresiant ene Fußroun

Secretery

٢

| THE | STATE   | op hilling | ESOPA  |     |         |      |
|-----|---------|------------|--------|-----|---------|------|
| BŢ  |         |            |        |     |         |      |
|     | <b></b> | Secr       | otary  | റ്ട | tate    | ~~** |
| and |         |            |        |     |         |      |
| anc |         |            | e Tre: |     | <b></b> |      |
|     |         | Stat       | e Auci | tor |         |      |

State Printing Commission

WESTERN DISPLAY & MANUFACTURING COMPANY

PRESSED METAL SIGNS AND MARKERS STREETS, HIGHWAYS AND RAILROADS

DEPARTMENTAL LICENSE PLATES

T.R.WILLWERSCHEID, PRESIDENT & TREASURER M. J. PIRAS, VICE PRESIDENT LOUIS W. ZAHONYI, VICE PRESIDENT F.W. BROWN, SECRETARY

301 Chestnut Street ST. PAUL, MINN. May 18, 1925.

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

Dear Sir:-

Below find quotations covering Motor Vehicle License Plates for your 1926 term, and as per your specifications:

24 U. S. GAUGE STEEL

One coat enamel

|            | Dealers Plates, at per pair \$./53                            |
|------------|---|
| į,         | Motorcycle Plates, at each \$.075                             |
|            | Series "T" Truck Plates, at per pair \$.153                   |
|            | Series "S" Truck Plates, at per pair \$. 153                  |
|            | Series "X" Truck Plates, at per pair \$ ./53                  |
|            | Series "Y" Truck Plates, at per pair \$ . 153                 |
|            | Series "Z" Trailer Plates, at each \$ .081                    |
|            | Series "C" Bus Plates, at per pair # ./53                     |
|            | Tax Exempt Motor Plates, at per pair \$ .153                  |
|            | Tax Exempt Motorcycle Plates, at each \$ .075                 |
| ja.<br>Ali | Duplicate Motor Plates, at per pair \$. 153                   |
|            | Duplicate Motorcycle Plates, at each \$ .075                  |
|            | Series "A" Plates, at per pair \$ .153                        |
|            | Series "B" Plates, at per pair \$, 153                        |
| ۲          | For one additional coat of enamel, add per<br>plates, \$8.00. |

thousand plates, \$8.00.

WESTERN DISPLAY & MFG. CO. -2. May 18, 1925.

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

## 22 U. S. GAUGE STEEL

One coat enamel

| Dealers Plates, at per pair             | 164   |
|---|-------|
| Motorcycle Plates, at each              | 07.5  |
| Series "T" Truck Plates, at per pair    | 164   |
| Series "S" Truck Plates, at per pair\$. | 164   |
| Series "X" Truck Plates, at per pair\$  | .164  |
| Series "Y" Truck Plates, at per pair\$  | .164  |
| Series "Z" Trailer Plates, at each\$    | ,09   |
| Series "C" Bus Plates, at per pair\$    | . 664 |
| Tax Exempt Motor Plates, at per pair\$  | ,164  |
| Tax Exempt Motorcycle Plates, at each\$ | ,075  |
| Duplicate Motor Plates, at per pair\$   | .164  |
| Duplicate Motorcycle Plates, at each\$  | ,075  |
| Series "A" Plates, at per pair          | .164  |
| Series "B" Plates, at per pair\$        | .164  |

For one additional coat of enamel, add per thousand plates, \$8.00.

The above prices provide for any combination of two colors.

Envelope #1 will be provided if 24 gauge plates are used and envelope #2 if 22 gauge plates are used.

Our plant is located in St. Paul and our capacity is approximately 9,000 pairs of plates per day.

If the finish is to be in one coat the plates are to be dipped.

If an additional coat is ordered this will be applied by the spray process on the face.

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

WESTERN DISPLAY & MFG. CO. ST. PAUL, MINN.

-3-

May 18, 1925.

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

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

To these weights must be added from 1 to 2 ounces for envelopes and enamels, the exact weight depending on the number of coats, the weight of envelope, and the dimensions of the plate.

Attached please find certified check in the sum of \$1,000.00.

Samples are furnished herewith.

Very truly yours,

WESTERN DISPLAY & MFG. CO., BY FRAncemes chart

W-T Enc. check Samples

×ţ.

## CALL FOR FROPOSALS FOR

ି

## MOTOR VEHICLE NUMBER PLATES

64

In accordance with the requirements of section 2704 General Statutes 1923, notice is hereby given that sealed proposals will be received by the undersigned registrar of motor vehicles of the state of Minnesota for the furnishing of motor vehicle number plates for the use of the state in carrying out during the year 1926 the provisions of the laws relating to the registration and taxation of motor vehicles. All proposals must be directed to the undersigned and deposited with him at the office of the Secretary of State in the Capitol at the City of Saint Paul prior to the hour of 10 o'clock in the morning of the nineteenth day of May 1925, at which time proposals will be opened and the contract awarded by the state printing commission to the lowest and best bidder therefor, reserving the right to reject any and all bids submitted.

There will be required approximately 525,000 pairs of plates. The exact number cannot be given, and bidders will specify a price per plate delivered.

Full specifications of the quality of materials, the size, enameling, stamping and other details, showing also the approximate number of plates of each class required, statement of time and place of delivery, and other details are on file in the office of the Secretary of State and may be examined there, or a copy thereof will be furnished upon application to that officer.

Each proposal must be accompanied by a certified check upon a state or national bank in the amount of one thousand dollars, or such less amount as is equal to 10 per cent of the bid, payable to the state treasurer, the amount of such check to be forfeited to the state in case the successful , bidder fails to enter into a contract and furnish bond within ten days after the award of the contract.

The successful bidder will be required to enter into a contract with the state for the manufacture and delivery of such plates, the form of such contract to be approved by the attorney general, and will be required to give a bond to the state with approved corporate surety in the amount of the contract price, conditioned upon the faithful performance of the contract.

Dated at St. Paul, Minnesota, April 28, 1925

MIAE HOLM hegistrar of Motor Vehicles

## SPECIFICATIONS FOR MOTOR VEHICLE NUMBER PLATES

MATERIALS AND WORKMANSHIP- Proposals shall be submitted for 22 and for 24 U. S. gauge standard olack steel and shall be submitted for one and for two or more coats of enamel, dipped or sprayed, and such baking and other finishing that the contractor will guarantee the plates to meet the conditions required herein and all materials must be such that they will withstand the various physical and chemical tests usually required, and as ordered by the commission. The plates shall be guaranteed to withstand hard usage and the elements for a term of one year, and each bidder will be required to submit with his bid samples of unfinished material to be used and also made up sample plates, and will be required to state in detail the character of the material, gauge of metal, number of coats of enamel, the process of manufacture, and the mailing weight of the finished plates.

All materials and workmanship of plates furnished under the contract shall be first-class and fully equal to samples submitted with bid and shall be in every particular in strict accordance with these specifications.

All plates are to be embossed (raised or outlined). Edges are to be beaded or reinforced and corners rounded, and there must be a marked contrast between the numerals and the background of the plate.

GhNEFAL DhSI(\*N - All numerals except "l" of the number on the plate shall be  $l\frac{1}{2}$  inches wide. All numerals of the number on the plate shall be 4 inches high and of a half inch stroke. Between the thousandths and hundreths digits of the number except in case of four figure numbers there shall be a dash (-)  $\frac{1}{2}$  inch square. Between each figure of the number and between the aforementioned dash and the figure on each side of it, there shall be a balf inch space, measured between the nearest points of adjacent figures. At the left end of the plate there shall be a series letter  $2\frac{1}{2}$  inches high and  $l\frac{1}{4}$  inches wide of a 3/8 of an inch stroke, set  $\frac{5}{4}$  of an inch from the top margin of plate and at least  $\frac{5}{4}$  of an inch from the first numeral to the right. At left end of the plate there shall

be the number "26" 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 b inch from the end of the plate and 4 inches apart, measured vertically from center to center. Each of the 4 holes shall be  $\frac{1}{4}$  of an inch in diameter. Half an inch below upper edge and proportionately spaced from ends of plate shall be two slots in no case more than 9 inches apart measured from center to center,  $\frac{1}{4}$  of an inch wide and  $1\frac{1}{4}$  of an inch long running horizontally.

LA

DESIGN OF MOTORCYCLE PLATES - The motorcycle plates shall be 3 inches wide and  $7\frac{3}{4}$  inches long. At the left end of the plate shall be the abbreviation "M I N N" in letters arranged in a vertical column approximately 2 inches high reading from the top down; at the right end of the plate shall be the number "26", the digits arranged in a vertical column approximately 2 inches high, the "2" above the "6". The number of the plate shall be in figures approximately 2 inches high, arranged to read horizontally and to occupy the space between the aforesaid "M I N N" and the "26". There shall be 1/8 of an inch hole at each of the four corners of the plate just inside the raised edge. Slightly below the upper edge and proportionately spaced from the ends of the plate, shall be 2 slots  $\frac{1}{4}$  of an inch wide and  $l_{4}^{\perp}$  inches long, running horizontally. 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 "1926" in figures 13/16 of an inch high, arranged vertically to read from the top down, and proportionately spaced. Before the

C

first figure of the license number of dealers plates there shall also be the letter "D" 4 inches high,  $l\frac{1}{2}$  inches wide and of a  $\frac{1}{2}$ inch stroke.

()

DESIGN FOR DUPLICATE "LATES - The design of duplicate plates shall be the same as that of the originals in each class in every particular except that the numerals shall be only 3 inches high, permitting the word "DUFLICATE" to appear across the plate lengthwise above the numerals in characters  $\frac{2}{3}$  of an inch high. DESIGN OF TAX EXEMPT PLATES - The design of the tax exempt plate shall be substantially the same as that for automobile plates except that at the left end there shall be no serial letter or numeral, and

the numerals shall be three inches high permitting the words "TAX EXEMPT - 24-26" to appear across the plate lengthwise above the numerals in characters three-fourths inches high.

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 cartons for delivery in numerical order. Envelopes shall be printed as directed by the secretary of state, and shall be numbered or stenciled with the same number as the plates contained in said envelope. Envelopes shall be of the so-called two in one type and 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 indomnity for all expenses incurred in resisting all claims of such patent right. COLOR - The colors of the plates shall be as directed by the Commission.

DIMENSIONS - The Automooile (sories A,B) truck (series S,T,X,Y) bus (series C) trailer (series Z) and dealers number plates shall be in sizes as follows:

For 1 or 2 numerals  $5\frac{1}{2}$  inches wide and  $8\frac{1}{2}$  inches longFor3 numerals  $5\frac{1}{2}$  inches wide and 10 inches longFor4 numerals  $5\frac{1}{2}$  inches wide and 12 inches longFor5 numerals  $5\frac{1}{2}$  inches wide and 15 inches long

)

For 6 numerals  $5\frac{1}{2}$  inches wide and 16 inches long In passing on the bids submitted not only the cost in 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 faithfully if awarded the contract.

 $\bigcirc$ 

 $\bigcirc$ 

QUANTITIES AND DELIVIKIES - There will be required:

0

Ŋ

3,000 dealers plates divided into approximately 1,800 sets of plates, each set to be numbered consecutively as required, for oxample, D 1-1, D 1-2, D 1-3 for the first set; D 2-1, D 2-2, D 2-3 for the second set and so on, the first number being the same on each pair in each dealers set, definite order as to number of plates in each set to be given b registrar before manufacture of dealers plates begins.

3,000 single motorcycle plates to be numbered consecutively from 1 to 3,000.

7,500 pairs series "T" truck plates numbered consecutively from 1 to 7,500.

1,000 pairs series "S" truck plates numbered consocutively from 1 to 1,000.

20,000 pairs series "X" truck plates numbered consecutively from 1 to 20,000.

2,000 pairs series " $\underline{Y}$ " truck plates numbered consecutively from 1 to 2,000.

1,400 single series "Z" trailer plates numbered consocutively from 1 to 1,400.

500 pairs of series "C" bus plates numbered consocutively from 1 to 500.

200 pairs tax exempt motor vehicle plates numbered consecutively from 2501 to 2700. S0 tax exempt motorcycle plates to be numbered consecutively from 201 to 250, design of tax exempt motorcycle plate to be furnished by registrar.

1,000 pairs of series "A" duplicate plates numbered consecutively from 1 to 1,000. 1,000 pairs of series "B" duplicate plates numbered consecutively from 1 to 1,000. 150 pairs of series "T" duplicate plates numbered consecutively from 1 to 150. 150 pairs of sories "X" duplicate plates numbered consecutively from 1 to 150. 50 pairs of motorcycle duplicate plates numbered consecutively from 1 to 50, 10 pairs of series "Z" duplicate plates numbered consecutively from 1 to 10. 25 pairs of series "C" duplicate plates numbered consecutively from 1 to 25. 25 pairs of series "Y" duplicate plates numbered consecutively from 1 to 25.

 $\bigcirc$ 

0

All of the above must be delivered on or before November 1, 1925.

Thore will be required:

A

200,000 pairs of series "A" automobile plates numbered consecutively from 1 to 200,000.

200,000 pairs of series "B" automooile plates numbered consecutively from 1 to 200,000.

One-half of series "A" and one-half of series "B" shall be delivered not later than November 1, 1925, and the remainder of series "A" and series "B" not later than November 15, 1925. All delivers shall be made freight prid at the State Capitol 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 such times 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, 1926 as required upon ten days notice.

Every 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 so to be entered into.

64

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 feilure of delivery, and the amount of such damage is hereby 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 and the contract will so provide, that is to say, for each daw's delaw, Suncays and helidays excepted, until such satisfactory delivery shall have been made of the plates as herein provided at the rate of 1/5 of 1% of the contract price, but not to exceed in all 10% thereof.

No 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 presecution 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 contractor; but the question whether delays are due to the

.

( )

causes herein specified shall be determined by the consistion 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 produce 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 produce 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 April 28, 1925

G

Mike Holm, Registrar of Motor Vehicles

\$ TA

63

8967